THE DUBAI INTERNATIONAL FINANCIAL CENTRE COURTS

In the name of His Highness Sheikh Mohammed Bin Rashid Al Maktoum, Ruler of Dubai

IN THE SMALL CLAIMS TRIBUNAL OF DIFC COURTS
BEFORE SCT JUDGE NASSIR AL NASSER

BETWEEN

LIV GENERAL TRADING LLC

Claimant

and

LANDEN

Defendant

Hearing

: 2 February 2020

Judgment

: 9 February 2020

JUDGMENT OF SCT JUDGE NASSIR AL NASSER

UPON the Claim Form being filed on 23 December 2019

AND UPON the parties being called on 13 January 2020 for a Consultation with SCT Judge Ayesha Bin Kalban and the parties not having reached settlement

AND UPON a hearing having been listed for SCT Judge Nassir Al Nasser on 2 February 2020, with the Claimant's representative and the Defendant attending in person

AND UPON reading the submissions and evidence filed on the Court file

IT IS HEREBY ORDERED THAT:

1. The Claimant's claims shall be dismissed.

2. There shall be no order as to costs.

Issued by:

Nassir Al Nasser

SCT Judge

Date of issue: 9 February 2020

At: 9am

The Parties

1. The Claimant is Liv General Trading LLC (the "Claimant"), a company incorporated under the Laws of Dubai with registered office at Dubai, UAE.

2. The Defendant is Mr. Landen (the "Defendant"), a former employee of the Claimant, residing in Dubai, UAE.

Background and Procedural History

3. The underlying dispute arises over an alleged breach of a settlement agreement signed by the Claimant and the Defendant dated 16 October 2019 (the "Settlement Agreement").

4. On 23 December 2019, the Claimant filed a claim against the Defendant claiming the sum of AED 118,650.

5. On 25 December 2019, the Defendant responded to the claim by filing an Acknowledgment of Service with an intention to defend the claim.

6. The parties met for a Consultation with SCT Judge Ayesha Bin Kalban on 13 January 2020 but were unable to reach a settlement.

7. On 2 February 2020, a hearing was listed before me.

The Claim

8. The Claimant's case is that the Defendant was employed by the Claimant from 28 May 2019 until 31 October 2019, being the termination date. Following the termination of the Defendant's employment, the parties entered into the Settlement Agreement.

9. Under the terms of the Settlement Agreement, the Claimant paid the Defendant an ex-gratia payment of AED 118,650.

10. The Claimant alleges that between 20 and 22 October 2019, the Defendant was found in breach of the Settlement Agreement by sending 14 emails (the "Emails") from his work email account to his private email account; Landen@gmail.com. The emails contained confidential information and/or attachments containing confidential information.

11. The Claimant alleges that the Defendant's actions in forwarding the emails to his private email address without the Claimant's permission constituted a breach of the following clauses of the Settlement Agreement:

"7. SETTLEMENT CONDITIONS

7.1The Employee agrees that:
(f) he has not kept any copies of any documents electronically or otherwise;
(g) he will keep confidential any information of a confidential nature which has come into his possession during his employment in relation to the business and operation of the Company and/or any Group Company or its or their clients;

7.2 After the Termination Date, the Employee agrees that he will continue to comply with the obligations of his Employment Contract that continue to apply after
termination; specifically, those relating to Confidentiality and Non-Competition provisions.

8. RETURN OF BELONGINGS

8.1 The Employee confirms to return to the Company on or before the Termination
Date any keys, company cell phone, badge, laptop, RSA token, laptop charger, backpack, Kindle test devices, and other property of the Company (or a Group entity) or objects which the Company (or a Group entity) is entitled to have returned to it. The Employee confirms to return all business documents, files, confidential information within one week of the Agreement to the company. The employee confirms that all confidential information, without having made a copy and without having transferred any copy.

8.2 The Employee confirms to communicate to the Employer all IT codes, passwords and access locks and confirms to cease to use them after the Termination Date.

8.3 Furthermore, the Employee confirms not to be in possession of or to make reference to data, in any form, containing confidential information concerning the Employer or the Group and their business partners or clients after his last day of work.

9. CONFIDENTIALITY / NON-CANVASSING

9.1 The Employee undertakes not to reveal or to communicate to any person or any commercial entity, any confidential oral or written information or trade secret,
which the Employee has knowledge of by reason of his working for the Company
(or any Group Company), concerning the business, the commercial practice, the relationships or the clients (or their names and addresses) of the Company or the Group.

9.2 The Employee agrees that he will not keep any information or documentation which belongs to the Company or the Group whether or not such information or documentation is labelled as confidential.

9.3 The Employee commits himself not to solicit, directly or indirectly, any clients,
consultants/service providers and/or employees of the Company or Group to terminate any contract with one of these entities."