THE DUBAI INTERNATIONAL FINANCIAL CENTRE COURTS

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

IN THE SMALL CLAIMS TRIBUNAL OF DIFC COURTS

BEFORE SCT JUDGE AYESHA BIN KALBAN

BETWEEN

JAAKO LEGAL CONSULTANCY FZE

Claimant

v

JORDY

Defendant

Hearing:**19 December 2018**

Judgment:**21 February 2019**

JUDGMENT OF SCT JUDGE AYESHA BIN KALBAN

UPON the Claim Form being filed on 27 September 2018;

AND UPON the parties being called on 4 November 2018 for a Consultation before SCT Judge Nassir Al Nassir;

AND UPON the parties being called on 19 November 2018 for a Second Consultation before SCT Judge Maha Al Mehairi;

AND UPON the parties not having reached settlement;

AND UPON a Hearing having been held before SCT Judge Ayesha Bin Kalban on 19 December 2018, with the Claimant's representative and the Defendant attending in person;

AND UPON reviewing all documents and evidence submitted in the Court file;

IT IS HEREBY ORDERED THAT:

1.The Defendant shall pay the Claimant AED 51,015.14 as payment for the overdue invoices.

2. The Defendant shall pay the Claimant AED 7,174.82 as interest accrued on the overdue sums to cover the period of time until 27 September 2018.

3. The Defendant shall pay the Claimant AED 16,500 as administration fees accumulated on the overdue invoices to cover the period of time until 27 September 2018.

4. The Defendant shall pay the Claimant interest at the rate of 17.5% per annum on the overdue invoice amount of AED 51,015.14 from 27 September 2018 onwards until payment of the AED 51,015.14 for overdue invoices had been paid.

5. The Defendant shall pay the Claimant an additional administration fee of AED 500 per month per overdue invoice, until the overdue invoice sum of AED 51,015.14 has been paid.

6. The Defendant shall pay the Claimant for reimbursement of the SCT Court fee in the amount of AED 3,734.50.



Issued by:

Ayesha Bin Kalban

SCT Judge

Date of issue: 21 February 2019

At: 10am



THE REASONS

Parties

1.Jaako Legal Consultancy FZE (hereafter the "Claimant") is law firm registered and operating in Ras Al Khaimah, UAE.

2. Jordy (hereafter the "Defendant") is an individual.

Preceding History

3. On 27 September 2018, the Claimant filed a Claim in the DIFC Courts' Small Claims Tribunal (the "SCT") for certain sums allegedly entitled as a result of unpaid invoices for work done by the Claimant law firm. The total claim value of USD 20,323.80 included sums for the unpaid invoices, interest of 17.5% per annum having been accrued to date, and administration and overdue payment fees. The Claim also sought additional interest to continue to accrue at 17.5% per annum, additional administration fees to accrue at a rate of AED 500 per month, per overdue invoice, and costs of the action.

4. The Defendant failed initially to respond to the Claim. The Claimant then served the Defendant at his last known address. The Defendant contested the validity of service, however, he responded to the claim via email on 30 October 2018 seeking to delay the scheduled Consultation due to a family medical procedure. This request was granted and the parties gathered for the First Consultation before SCT Judge Nassir Al Nassir on 4 November 2018. The Defendant was also given permission to be represented by legal counsel at the First Consultation, as per his request. The parties were unable to reach a settlement and a Second Consultation was scheduled before SCT Judge Maha Al Mehairi on 19 November 2018.

5. It is noted that the Defendant's legal representative submitted a letter on the Defendant's behalf to the SCT Registry on 6 November 2018. The SCT Registry informed the Defendant and his legal representatives that the SCT is not authorized to accept submissions from the Defendant's legal representative. However, I will note that I have seen and reviewed this submission, which included copies of the cheques the Defendant sent to the Claimant as well as some documentation of the Dubai Courts proceedings that the Defendant mentioned in the Hearing and his submissions.

6. Having again been unable to reach a settlement at the Second Consultation, the parties were called for a Hearing before me, SCT Judge Ayesha Bin Kalban, on 19 December 2018. The Claimant was represented by Mr Jim, a partner at the Claimant law firm. The Defendant appeared in person to represent himself.

7. At the Hearing, the Defendant explained that he was unable to obtain legal advice due to the costs applicable to seeking it, and that he had not understood the submission schedule that was in place prior to the Hearing. This, he claimed, was the reason for his failure to provide any written submissions in advance of the Hearing. His written submissions were accepted at the Hearing.

8. I will note that the parties did engage in some discussion of possible settlement at the Hearing. This discussion has not influenced my decision-making on this Claim.

9. As the Defendant filed written submissions at the Hearing, the Claimant was given until 2 January 2019 to file any response. The Claimant's submissions were received on 2 January 2019. The Defendant, who had permission to file further submissions until 9 January 2019, failed to file anything further. Thereafter, the case was reserved for judgment.

The Claim

10. The Claimant contends that from 19 September 2017 onwards, the Claimant performed work for the Defendant as per the Defendant's and the Defendant's business partner's instruction. The Defendant's business partner was Ms Jade (hereafter "Ms Jade"). The parties entered into a Letter of Engagement dated 19 September 2017 (hereafter the "Engagement Letter") by which the Defendant retained the Claimant to perform a specific Scope of Work (hereafter the "Scope of Work") pertaining to Jake Building Cleaning Services LLC (hereafter the "Jake LLC") at certain agreed fees, to include:

(a) Incorporation of a Ras Al Khaimah International Corporate Centre company;

(b) Make inquiries with Dubai Authorities including the Ministry of Youth and Sport;

(c) Attend to share transfer, amendment of name and activities of the Jake LLC;

(d) Make application to Ministry of Youth and Sport; and

(e) Assist with UAE trademark registration.

11. The Engagement Letter provided for Funds on Account in the amount of AED 30,000 in fees and AED 20,000 in disbursements, both of which were provided to the Claimant from the Defendant. After entering into the Engagement Letter, the Claimant proceeded to perform work on the abovementioned items and it issued monthly invoices reflecting that work.

12. During the course of the relationship, some invoices became overdue. However, the Claimant continued to perform work on the basis of the original instructions with the understanding that the overdue invoices would be settled in time. From 10 September 2017 until 31 December 2017, the Claimant performed significant work and issued invoices in the amount of AED 131,015.14, which comprised of AED 80,772.50 for legal fees and AED 50,242.64 in disbursements.

13. On 6 November 2017, upon being informed that the AED 20,000 Funds on Account for disbursements had been depleted due to payments to the Boxing Federation, notary fees, translation fees, and various other government fees, the Defendant agreed to provide additional funds for disbursements. The Defendant provided two cheques, both in the amount of AED 15,000 which served to cover certain invoice amounts for disbursements from Invoice Nos 12404, 12405, 12440, and 12516.

14. After applying the AED 50,000 and subsequent AED 30,000 Funds on Account received from the Defendant, there still remained an outstanding debt of AED 51,015.14. Despite numerous reminders on the overdue invoices from 7 December 2017 through 11 January 2018, the Defendant failed to make any further payments.

15. The Claimant contends that its Terms of Business (hereafter the "Terms of Business"), included with and attached to the Engagement Letter, include provision for a 17.5% per annum rate of interest to be levied on overdue invoices. There is also provision for a monthly administration charge of AED 500 per month, per overdue invoice.

16. The Claimant sent the Defendant a final letter of demand (hereafter the "Demand Letter") on 25 January 2018 but the Defendant failed to respond to this letter. Thus, the overdue invoices in the amount of AED 51,015.14, plus interest in the amount of AED 7,174.82 and administration fees of AED 16,500, remain outstanding.

17. As to jurisdiction, the Claimant contends that the DIFC Courts have jurisdiction over this dispute as the Claimant's claim is a "commercial claim pursuant to a contract subject to DIFC Courts' jurisdiction."

18. In sum, the Claimant is seeking certain sums from the Defendant, to include:

(a) USD 13,881.67 for unpaid invoices;

(b) USD 1,952.33 as interest accrued until 27 September 2018;

(c) Additional interest at the rate of 17.5% per annum from 27 September 2018 onwards, until date of payment;

(d) USD 4,489.80 for administration fees;

(e) Additional administration fees of AED 500 per month per overdue invoice; and

(f) Costs of this action and any other further relief the Court may deem proper.

19.At the Hearing, the Claimant's representative largely reiterated its Claims as were presented in its Particulars of Claims.

The Defence

20. The Defendant contends that he is not a client of the Claimant and has not signed the Engagement Letter, or any letter of engagement. Instead, the Defendant acknowledges that he is a shareholder of Jane Boxing LLC (hereafter "Boxing LLC"), a company into which he invested significant sums as a shareholder loan.

21. The Defendant argues that all the invoices of the Claimant should have been addressed to Boxing LLC, not to the Defendant, as he claims there is no contractual relationship between the Defendant and the Claimant and therefore states that nothing purports to give the Claimant authority to act on behalf of the Defendant. He argues that the correspondence regarding taking instructions was between the Claimant and Ms Jade, not with the Defendant, and that none of the time entries in the invoices mention the Defendant as instructions came from the Defendant's business partners.

22. The Defendant claims that the Claimant acts for Mr Jing (hereafter "Mr Jing") rather than the Defendant. Mr Jing is another shareholder of Boxing LLC. The Defendant states that he attended a meeting at the offices of the Claimant on the request of Mr Jing, in order to "go and meet [Mr Jing] lawyer". The Defendant contends that he interacted with the Claimant only on the basis that they represented Mr Jing and Boxing LLC, and that Ms Jade requested the Claimant to produce a letter of engagement in the name of Boxing LLC. However, it appears that this corrected letter of engagement was never produced.

23. The Defendant further argues that the Claimant, as a Ras Al Khaimah entity, cannot provide advice regarding Dubai or UAE law or appear in any Dubai court. The Defendant seems to then contest the jurisdiction of the DIFC Courts, stating that the Claimant "being practitioners registered with the DIFC is not the same thing as jurisdiction to bring a claim in the DIFC."

24. The Defendant contends that the Claimant already acts for Mr Jing in a personal capacity and thus, acting for the Defendant would be a conflict of interests. Upon realizing this issue, the Defendant allegedly instructed another law firm to protect his interests however this was after the relevant invoices had been issued in the Defendant's name.

25. The Defendant further claimed that, in any event, the invoices from the Claimant exceed the fixed fee quote of AED 50,000 as set out in the Engagement Letter. Thus, the Defendant claimed that, at most, he can only be responsible for this amount, which he states has already been paid to the Claimant. He continues to state that no hourly rates were ever agreed and the rates charged are excessive for the work provided. Finally, the Defendant contends that interest cannot be charged, as only a UAE court could decide this, and that interest at a rate of 17.5% is excessive and immoral under Sharia law. In any event, the Defendant stated that he never agreed to pay such interest. Similarly, the Defendant also maintained that there is no justification for the AED 500 administration fees being charged repeatedly.

26. The Defendant also makes some arguments as to the SCT Proceedings. He argues that he was not served with the original court documents and therefore deems service to be deficient. The Defendant argues that he received the documents quite late, leaving him without sufficient time to seek adequate legal advice. The Defendant states that the reason for this is that documents were not ultimately served at the Defendant's residence but rather at the address for Boxing LLC. The Defendant continues that he does not work there and thus contends that the person signing for the documents has no authority to act on behalf of the Defendant. The Defendant states that, therefore, no proper service has been accomplished and he has not had adequate opportunity to respond to the Claim.

27. The Defendant also argues that the content of the relevant invoices must be disputed. Firstly, he states that reference to Jigg and Jiggly as fee earners was never approved. Additionally, he contends that the invoices include excessive hours billed for simple administrative tasks such as review of documents. He states that there is also duplication of work and thus he deems the invoices to be inflated and unreasonable.

28. The Defendant states that any payments received were made by the Defendant on behalf of Boxing LLC, not in his personally capacity. He continues that Boxing LLC did not have a bank account at that time, so it was not possible for payments to come directly from the company.

29. Finally, the Defendant argues that the correspondence received from the Claimant on 12 December 2017 shows that the Claimant worked for Mr Jing personally, not for the Defendant or for Boxing LLC; which would be inconsistent with the Claimant's current Claim. However, the Defendant did not submit copies of this alleged correspondence. Around 30 December 2017, the Claimant allegedly confirmed to Boxing LLC that they had not fulfilled their Scope of Work and suggested they will bill Mr Jing personally for the work done. The Defendant submits that Mr Jing is currently suing the Defendant and Boxing LLC in Dubai Courts for the same sums set out in this Claim, based upon the same set of facts and that allowing this Claim would mean double recovery, which, he claims, cannot be permitted by UAE or Dubai law.

30. At the Hearing, the Defendant stated that he came to know of the Claimant from Mr Jing, who represented that the Claimant acted as his lawyers and Mr Jing was friends with a partner at the Claimant law firm. The Defendant argued that he never saw the Engagement Letter, which is why it is not signed. He alleges that he was informed that the costs would be only AED 50,000, which he claims to have paid. He states that he did not know further fees would be required as he, as set out above, allegedly did not see the Engagement Letter. The Defendant represented at the Hearing that "his whole case" is that he was never told about any of the billing in advance. The Defendant held that he spoke to the Claimant disputing the billing on numerous occasions, including emails from Ms Jade.

31. When asked at the Hearing why the Defendant did not seek to include Mr Jing as an additional party to the Claim, as was suggested to him at the Consultation, the Defendant responded by saying that he did not know how to do this, and therefore failed to do it.

32. The Defendant also made reference to an email from the Claimant that stated that the total cost of the Scope of Work would be only AED 50,000. However, the Claimant did submit evidence of this alleged email.

The Claimant's Further Submissions

33. As the Defendant's submissions were submitted in writing only at the Hearing, the Claimant was given additional time to file submissions in response to the arguments raised by the Defendant. These were filed on 2 January 2019.

34. First, the Claimant objected to the form of the Defendant's submissions, questioning their evidentiary value considering certain procedural defects. Furthermore, the Claimant points out numerous occasions where the Defendant has not supported his many allegations with any documentary evidence or other proof.

35. Next, the Claimant responded to the specific arguments contained in the Defendant's submissions. The Claimant emphasized that the Defendant is named as a client in the Engagement Letter, which was sent to his email address. The Claimant stated that the Defendant had instructed the Claimant to proceed with the Scope of Work, and had also provided copies of certain documentation to the Claimant to keep on file, including his personal passport, Emirates ID, and bank account information. The Claimant contends that it confirmed with the Defendant as to the source of his funds before allowing him on as a client. The Claimant's position is that the Defendant understood himself to be a client of the Claimant based on these interactions.

36. The Claimant states that, as part of the Scope of Work was to create Boxing LLC, considering the company was initially called Jake LLC, it is not possible for Boxing LLC to have been the initial client, and that the relevant shareholder breakdown is irrelevant to this Claim. The Claimant argues that it would be inappropriate for an investor by way of share acquisition to bill the target company for the investor's legal fees, when that investor does not yet have any legal interest in the company.

37. The Claimant contests the allegation that it was acting for Mr Jing in a personal capacity at the time of the Engagement Letter, and states that there was no request to amend the Engagement Letter to list the client as Boxing LLC. The Claimant confirms that Ms Jade was not the manager of Boxing LLC at the time of the engagement and she would thus have no authority to make such requests.

38. The Claimant states that the issue of conflict of interest was only brought up to the Claimant after the unpaid invoices became due. Furthermore, the Claimant alleges that it did not act for Mr Jing at the time of issuing the Engagement Letter, and states that its prior relationship

with Mr Jing was well known to the Defendant prior to the Engagement Letter.

39. The Claimant contests the allegation that there was any fixed fee limit within the Engagement Letter, and states that the Engagement Letter included estimates, not fixed fees, and the reference to AED 50,000 was a request for Funds on Account, which the Claimant states that the Defendant paid by personal cheque. The Claimant continues that the hourly rates were agreed with the Defendant as per the Engagement Letter, as was the rate of interest and administration fees which are laid out in the Claimant's Terms of Business, attached to the Engagement Letter. The Claimant asserts that Sharia law does not apply in these circumstances.

40. The Claimant further maintains that any reference by the Defendant to UAE law is misguided as these are DIFC proceedings. As to the Defendant's complaints as to the DIFC Proceedings and service, the Claimant maintains that the Defendant has had sufficient time to respond to the Claim and therefore asserts that this cannot be an issue in the case, as the Defendant has clearly received the documents served and has had time to instruct legal counsel, in addition to having willfully participated in the proceedings thus far.

41. The Claimant contests any allegations that it has not completed the Scope of Work set out in the Engagement Letter. However, the Claimant points out that it is clear that the Defendant instructed another law firm to take over legal matters, and according to the Terms of Business to which he agreed, the unpaid invoices remain his responsibility.

Discussion

42. The Defendant had made numerous claims as to procedural issues and his inability to properly defend himself in this case. I will address these issues at the outset to make clear that the Defendant has had every opportunity to defend himself and has failed to take action without any sufficient reasoning as to why. The Defendant's claims as to ineffective service are without merit, as the Defendant clearly received the documents related to this Claim in good time to respond. The Defendant was also given additional time to make further submissions, an opportunity he did not avail himself of, nor did he seek permission for any extensions of time for submissions. He was able to seek to reschedule the Consultations and thus, there is no reason why he would not have been able to seek additional time should he had needed it.

43. Furthermore, the Defendant made allegations during the Hearing that he failed to make submissions and failed to add Mr Jing as a party to the case due to his lack of knowledge on how to accomplish these tasks. However, the SCT Registry representatives have been available to him throughout this process to answer procedural questions, not to mention that the SCT routinely takes request and submissions via email. The Defendant did not attempt to add a party or make any submissions that were not received and considered. Therefore, I see no prejudice to the Defendant in these proceedings and will proceed to issue Judgment based on the submissions, written and oral, received from the parties.

44. At the outset, it is also important to assess whether the Defendant agreed to the Engagement Letter and attached Terms of Business. It is from these Terms of Business that the DIFC Courts' jurisdiction stems and thus, without having agreed, the SCT does not have jurisdiction over this Claim. I find that the Defendant clearly agreed to the Engagement Letter and attached Terms of Business. The Defendant claims that he had not had sight of the Engagement Letter prior to these proceedings, that he understood the total cost of work would be only AED 50,000, and that he did not agree to the terms included in the Engagement Letter and Terms of Business. However, the Claimant has shown that the Engagement Letter and Terms of Business were sent to the Defendant via email, to the same email address from which the Defendant actively communicated with the SCT Registry. Furthermore, the Defendant provided sums totaling AED 80,000 as payment for the services provided pursuant to the Engagement Letter, showing his agreement to the Scope of Work and terms included therein. The Defendant has not submitted any evidence to contradict this finding, although given ample opportunity.

45. Thus, I find that this case falls within the jurisdiction of the DIFC Courts and the SCT pursuant to a written agreement between the parties contained within the Engagement Letter and Terms of Business. I make this finding having considered the Defendant's brief statements regarding jurisdiction, which do not have merit.

46. This Claim is quite simple. I have already discussed above and determined that the Claimant has met its burden of proof to show that the Defendant did in fact agree to the Engagement Letter and the Terms of Business. The remaining issue is simply whether the Defendant has provided any defence to alleviate himself from the liabilities created by that agreement. I must find that the Defendant has not provided any evidence to support his arguments in defence of this Claim. Therefore, I find in favour of the Claimant for the sums claimed. However, I will address the Defendant's specific arguments below, as well as each of the Claimant's listed remedies.

The Defendant's Arguments in Defence

47. The Defendant has presented contradictory defences in his submissions and at the Hearing. In his submissions, he contends that he was not a client of the Claimant and that Boxing LLC should have been the listed client all along. However, during the Hearing, he did not reiterate this argument instead stating that his case hinged on the contention that he did not agree to the terms included in the Engagement Letter and Terms of Business and understood the work to be limited to AED 50,000 fee due from him. However, as the Engagement Letter was written in his name and as he paid the fees in his personal capacity, I cannot agree with his allegations.

48. The Defendant has not submitted any proof that he objected to the Engagement Letter being made out in his name, and in fact his allegation that he did protest contradicts his contention that he did not see the Engagement Letter prior to this case. Thus, I find that contrary to the Defendant's allegations, the Defendant did have a contractual relationship with the Claimant pursuant to the Engagement Letter and Terms of Business. While the Claimant has proven this with evidence, the Defendant has not proven his defence.

49. As regards the alleged conflict of interest that the Claimant may have in representing Mr Jing and the Defendant, this has not been proven with any evidence. I cannot find that this argument has any merit.

50. The Defendant makes numerous arguments that certain elements of the Engagement Letter and Terms of Business were either not agreed or are unfair and immoral. None of these arguments has merit as I have previously found that the Defendant agreed to the Engagement Letter and Terms of Business. Furthermore, Sharia law does not apply to this case, and the Defendant has made no legal argument as to why this Court

should find the interest rate otherwise excessive and invalid. Instead, the sums claimed are squarely based within the terms of the Engagement Letter and Terms of Business.

51. The hourly rates were also agreed and furthermore, any allegation of duplicative or otherwise inappropriate billing from the Claimant is without merit. I have carefully reviewed the invoices and the billing descriptions included therein and do not find them inappropriate considering the Scope of Work agreed.

52. The Defendant also argues that his payments were made on behalf of Boxing LLC, not in his personal capacity. However, this is not reflected on the cheques or anywhere else in the file. The Defendant claims that Boxing LLC did not have an active bank account at the time, however he failed to submit any evidence that shows that his payments were connected to the company rather than coming from himself personally.

53. As to the correspondence allegedly received from the Claimant on 12 December 2017 and 30 December 2017, the Defendant has not submitted copies of this and thus, I cannot consider it. There is nothing in the file to suggest that the Claimant has failed to complete the Scope of Work. In any event, there is nothing to suggest that the Claimant should not be paid for the work done in advancing the Scope of Work. The Defendant did not submit any evidence that he contested the billing on numerous occasions nor that the billing would somehow be limited to AED 50,000 rather than open-ended as detailed in the Engagement Letter.

54. As for the ongoing Dubai Courts proceedings, the Defendant has not made compelling arguments as to why this Court should not proceed in its determination of a Claim over which it has jurisdiction. As the Dubai Court had not yet made a determination, there is nothing to suggest that the Defendant will be required to pay the Claimed the claimed sums twice.5

55. In sum, the Claimant has proven its allegations in the Claim are more likely than not, based on a preponderance of the evidence. In response, the Defendant has made numerous allegations, none of which he has proven. Thus, I cannot find that the Defendant has made out a valid defence to the Claims.

The Claimant's Remedies

56. As stated above, the Claimant claims the following sums, each of which I will address below:

(a) USD 13,881.67 for unpaid invoices;

(b) USD 1,952.33 as interest accrued until 27 September 2018;

(c) Additional interest at the rate of 17.5% per annum from 27 September 2018 onwards, until date of payment;

(d) USD 4,489.80 for administration fees;

(e) Additional administration fees of AED 500 per month per overdue invoice; and

(f) Costs of this action and any other further relief the Court may deem proper.

57. The Claimant and Defendant agree that the Defendant has provided the Claimant with a total amount of AED 80,000 in payment towards the amounts owed. As offset against the total invoiced amount of AED 131,015.14, which included AED 80,772.50 for legal fees and AED 50,242.64 in disbursements, the Claimant seeks AED 51,015.14 for the remaining amounts owed, to include AED 242.64 for disbursements and AED 50,722.50 for legal fees. I find that the Defendant shall pay the Claimant this sum.

58. The Claimant has claimed 17.5% per annum rate of interest owed on the overdue invoice amounts as per the Terms of Business agreed between the parties. This interest has accrued in the amount of AED 7,174.82 as of the date of filing the SCT Claim on 27 September 2018. I find that the Defendant shall pay the Claimant this sum.

59. The Claimant has claimed an administration fee of AED 500 per month, per overdue invoice, as per the Terms of Business agreed between the parties. This amount totals AED 16,500 at the time of filing the Claim on 27 September 2018. I find that the Defendant shall pay the Claimant this sum.

60. The Claimant has also claimed ongoing interest to be calculated at a rate of 17.5% per annum from 27 September 2018 onwards, until the date payment is made. I find that the Defendant shall pay the Claimant interest at the rate of 17.5% per annum from 27 September 2018 onwards until payment of the AED 51,015.14 for overdue invoices had been paid. Similarly, the Defendant shall pay the Claimant an additional administration fee of AED 500 per month per overdue invoice, until the overdue invoice sum of AED 51,015.14 has been paid.

61. As for the Claimant's claim for additional costs and further relief, I can only find it appropriate to grant the Claimant reimbursement of its SCT Court fee in the amount of AED 3,734.50.

Conclusion

62. The Defendant shall pay the Claimant AED 51,015.14 as payment for the overdue invoices.

63. The Defendant shall pay the Claimant AED 7,174.82 as interest accrued on the overdue sums to cover the period of time until 27 September 2018.

64. The Defendant shall pay the Claimant AED 16,500 as administration fees accumulated on the overdue invoices to cover the period of time until 27 September 2018.

65. The Defendant shall pay the Claimant interest at the rate of 17.5% per annum on the overdue invoice amount of AED 51,015.14 from 27

September 2018 onwards until payment of the AED 51,015.14 for overdue invoices had been paid.

66. The Defendant shall pay the Claimant an additional administration fee of AED 500 per month per overdue invoice, until the overdue invoice sum of AED 51,015.14 has been paid.

67. The Defendant shall pay the Claimant for reimbursement of the SCT Court fee in the amount of AED 3,734.50.



Issued by:

Ayesha Bin Kalban

SCT Judge

Date of issue: 21 February 2019

At: 10am