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 MAHA AL MEHAIRI

BETWEEN

MANAN

Claimant

and

METALI LIMITED

Defendant

Hearing : **18 November 2020**
Judgment : **14 December 2020**

JUDGMENT OF SCT JUDGE MAHA AL MEHAIRI

UPON this claim being filed on 15 October 2020

AND UPON a Consultation being listed before SCT Judge Delvin Sumo on 28 October 2020, with the parties failing to reach a settlement at the Consultation

AND UPON a Hearing being held before SCT Judge Maha Al Mehairi on 18 November 2020, with the Claimant's and the Defendant's representatives in attendance

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

IT IS HEREBY ORDERED THAT:

1. The Claimant's Claim is dismissed.

2. Each party shall bear their own costs.

Issued by:
Ayesha Bin Kalban
SCT Judge and Deputy Registrar
Date of issue: 14 December 2020
At: 8am

THE REASONS

The Parties

1. The Claimant is Manan LLC ("the Claimant"), a real estate brokerage company registered in Dubai, UAE.

2. The Defendant is Metali Limited ("the Defendant"), a broker company located in Dubai, UAE.

Background and the Preceding History

3. The underlying dispute arises over the Claimant's introduction of a tenant to the Defendant to lease properties belonging to the Defendant, whereby the Claimant alleges that the Defendant has failed to pay the Claimant its fees for said introduction in the sum of AED 7,875.

4. On 25 October 2020, the Defendant filed an Acknowledgment of Service setting out its intention to defend all the claim.

5. A Consultation was then held before SCT Judge Delvin Sumo on 28 October 2020, with the parties' representatives in attendance. However, the parties failed to reach a settlement.

6. Pursuant to the Rules of the DIFC Courts a Hearing was then listed before me on 18 November 2020. Both parties' representatives were in attendance. This matter was then reserved for judgment, which I give below.

Discussion

7. The Claimant's case is it that the Defendant contacted the Claimant on 21 July 2020 to request its services. The parties were in contact through

Whatsapp and email in order to finalise requirements for several unit viewings. The parties conducted a couple of viewings of different units but no agreement on a way forward was made.

8. On 5 August 2020, an agent employed by the Claimant offered to book a Unit 0 for the Defendant with 5% agency fee as agency commission. At that time, Unit 0 was no longer available in the market, and the Claimant sent a picture to the Defendant of another Unit 12 on the same floor which the Defendant did not comment on or email back.

9. On 6 September 2020, the Claimant discovered that the Defendant had directly contacted the landlord of Unit 23 through building management and leased the same unit that the Claimant sent a picture of to the Defendant.

10. The Claimant argues that the Defendant took its market intelligence to avoid payment of the agreed commission on the leased Unit 23, and the Claimant argues that it introduced this unit to the Defendant through the picture that it sent through email.

11. The Defendant refutes this argument and states that it requested from the building management to send them a list of available serviced units in the building. After receiving the list of available units, the Defendant proceeded in leasing Unit 23.

12. The Defendant submits that the Claimant did not perform any services or conduct any negotiation on the Defendant's behalf so there is no basis for its claim against the Defendant. In addition, the Defendant submits that there is no agreement signed to regulate the commission fee or formal approval.

Findings

13. This is a very straight forward matter. The Court agrees with the Defendant insofar as there is no agreement signed to regulate the relationship between the parties, and the Claimant cannot base its Claim on a picture sent to the Defendant to pursue the commission fee.

14. The Claimant failed to provide any evidence to support the fact that it pursued any effort in facilitating the lease for Unit 23.Therefore, I find that the Defendant has no obligation to pay the Claimant the commission fee.

15. In light of the aforementioned, I dismiss the Claimant's claims.

Issued by:
Ayesha Bin Kalban
SCT Judge and Deputy Registrar
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