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 MAHA AL MEHAIRI

BETWEEN

KALIOPE LLC

Claimant

and

KARAM CONSTRUCTION LLC

Defendant

Hearing: **9 October 2019**

Judgment: **23 October 2019**

Amended Judgment**: 29 October 2019**

AMENDED JUDGMENT OF SCT JUDGE MAHA AL MEHAIRI

UPON the Claim Form being filed on 8 August 2019

AND UPON hearing the Claimant's representative at the hearing

AND UPON the Defendant failing to attend the hearing although served notice of the hearing date

AND PURSUANT TO Rule 53.61 of the DIFC Courts, which states that, if a Defendant does not attend the hearing and the Claimant does attend the hearing, the SCT may decide the claim on the basis of the evidence of the Claimant alone

AND UPON reviewing all documents and evidence submitted on the Court file

PURSUANT TO Rule 36.40 of the Rules of the DIFC Courts, paragraph 1 of this judgment is amended.

IT IS HEREBY ORDERED THAT:

1.The Defendant shall pay the Claimant a total sum of **AED 52,118.65.**

2. The Defendant shall pay the Claimant's Court fees in the amount of **AED 2,605.93**.

Issued by:

Maha Al Mehairi

SCT Judge

Date of issue: 23 October 2019

Date of re-issue: 29 October 2019

At: 10am

THE REASONS

Parties

1.The Claimant is Kaliope LLC, (the "Claimant"), a company that provides floor science services located in Sharjah.

2. The Defendant is Karam Construction LLC (the "Defendant"), a construction company located in Dubai.

Preceding History

3. On 8 August 2019, the Claimant filed a claim in the DIFC Courts' Small Claims Tribunal (the "SCT") for the sum of AED 52,118.65.

4. The matter was listed for a Consultation before SCT Judge Hayley Norton on 19 September 2019, however, the parties failed to reach a settlement.

5. The matter was called before me on 9 October 2019, with the Claimant's representative in attendance and the Defendant absent though served notice of the hearing date.

6. Upon reviewing all documentation on the Court file to date, I hereby give my judgment.

The Claim

7. The Claimant was instructed by the Defendant as a sub-contractor to supply material based on the LPO raised by the Defendant on 2 May 2018, in addition to construction work on the project OJ-138 Showroom & Offices in Al Barsha (the "Project").

8. The Defendant was invoiced in accordance with the work completed by the Claimant and was paid accordingly. The Claimant submitted a statement of account to the court as evidence.

9. The Claimant completed the work for the Project and the Defendant refused to pay the amount pending as per the Claimant's complete statement of accounts. The total amount claimed is AED 54,724.58 which includes the 5% court filing fee.

10.It is the Defendant's position that despite several follow ups with the Claimant, the Claimant failed to complete the Project as per the LPO requirements and the work was rejected by the Defendant's project consultant. The Defendant also provided pictures of the Project arguing that the project was disqualified by the consultant and accordingly the Claimant's last invoice was rejected.

11. The Claimant's argument is simply that they have fulfilled their part of the contract and therefore require payment for pre-agreed services.

12. In the hearing, the Claimant drew the Court's attention to evidence to show that they had completed the Project and it was stated that the evidence submitted by the Defendant was at a time period before the Claimant had finished working on the Project.

Discussion

13. This dispute is governed by DIFC contract law and the relevant case law and principles concerning a breach of contract. As submitted by the Claimant in their submissions, the DIFC Courts have the jurisdiction to hear this matter, as per the Clause set out below:

> "Declaration
>
> Any dispute, difference, controversy or claim arising out of or in connection with this agreement and payment of invoices for services provided including (but not limited to) any question regarding in existence, validity, interpretation, performance, discharge and applicable remedies shall be subject to the exclusive jurisdiction of the Courts of the Dubai International Finance Center."

14. This is a very straightforward matter; I am satisfied that the Claimant completed the work of the Project as presented by the Claimant in its final state, as such the Defendant shall pay the Claimant the amount that is invoiced as reflected in their complete statement of account.

15. The Defendant failed to provide any invoices from a third party to demonstrate that they had to fix the Claimant's work associated with the Project, in addition the Defendant failed to provide any evidence between the parties to show that the Claimant's work was not acceptable.

16. As such it is hereby ordered that the Defendant shall pay the Claimant the amount of AED 52,118.65 for the pending invoices. The Defendant shall pay the Claimant the DIFC Court filing fee in the amount of AED 2,605.93.

Issued by:

Maha Al Mehairi

SCT Judge

Date of issue: 23 October 2019

Date of re-issue: 29 October 2019

At: 10am