**Claim No: CFI 009/2026**

**THE DUBAI INTERNATIONAL FINANCIAL CENTRE COURTS**

**IN THE COURT OF FIRST INSTANCE**

BETWEEN

**OSHER**

Claimant/Appellant

and

**OZMARA**

Defendant/Respondent

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**ORDER WITH REASONS OF H.E. JUSTICE RENE LE MIERE**

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**UPON** the SCT Claim Form dated 14 January 2025 (the "Claim")

**AND UPON** the Judgment of H.E. Justice Nassir Al Nasser (the "Judgment") giving judgment for the Claimant on 19 November 2025 in SCT-019-2025 (the "Judgment")

**AND UPON** the Claimant's Appeal Notice dated 5 January 2026 seeking permission to appeal the Judgment (the "PTA Application")

**AND UPON** Order with Reasons of H.E. Justice Rene Le Miere dated in SCT-019-2025 granting the PTA Application (the "Order")

**AND UPON** considering the skeleton argument of the Claimant/Appellant dated 10 March 2026

**AND UPON** hearing the parties at an appeal hearing held before H.E. Justice Rene Le Miere on 11 March 2026 (the "Hearing")

**AND PURSUANT TO** the Rules of the DIFC Courts ("RDC")

**IT IS HEREBY ORDERED THAT:**

1. The appeal is allowed on the sole permitted ground.

2. The refusal by the Small Claims Tribunal to award the Claimant AED 35,000 is set aside.

3. Judgment is entered for the Claimant against the First Defendant in the sum of AED 35,000.

4. The remaining orders of the Small Claims Tribunal dated 19 November 2025 remain in force.

5. The First Defendant shall pay the DIFC Courts' filing fee of USD 584.07 to the Claimant.

Issued by:
**Delvin Sumo**
Assistant Registrar
Date of issue: 12 March 2026
At: 10am

**SCHEDULE OF REASONS**

**Introduction**

1. These are the Court's reasons for allowing an appeal from a judgment of the Small Claims Tribunal dated 19 November 2025.

2. The Claimant brought proceedings in the Small Claims Tribunal (the "Tribunal") seeking payment of sums said to be due under a written Terms of Engagement Agreement dated 3 July 2024.

3. The Tribunal ordered the First Defendant to pay the Claimant AED 50,000, dismissed the Claim against the Second Defendant, and dismissed the remainder of the Claimant's Claim, including a claim for a further AED 35,000 and a contractual weekly late payment charge.

4. The Claimant sought permission to appeal. By an Order with Reasons dated 29 January 2026, permission was granted on one ground only: whether the Tribunal erred in law in its interpretation of the contractual provisions governing entitlement to the further sum of AED 35,000. Permission was refused on all other grounds.

5. The appeal is therefore confined to that issue.

**Background**

6. The Agreement is dated 3 July 2024. It is governed by DIFC law and provides for disputes to be determined by the DIFC Courts.

7. The total contractual fee under the Agreement is AED 85,000. AED 50,000 is stated to be payable upon signing. A further AED 35,000 is described in the Schedule of Services as payable within seven days of achieving the defined "Target".

8. The Target is defined as obtaining a renewal for an additional lease term.

9. In the Tribunal, the Claimant sought recovery of the full AED 85,000 together with a contractual late payment charge of 10% per week.

10. The Tribunal found that the Agreement was between the Claimant and the First Defendant only, and that there was no basis on which personal liability of the Second Defendant could be established. The claim against the Second Defendant was therefore dismissed.

11. The Tribunal further found that the First Defendant was obliged to pay AED 50,000 upon signing the Agreement and had failed to do so. The Claimant was entitled to judgment for that sum.

12. However, the Tribunal concluded that the Claimant was not entitled to the further AED 35,000. It reasoned that the second instalment was payable only upon achievement of the Target, that the Target had not been achieved or proved, and that the Claimant had terminated the Agreement before achieving it.

13. The Tribunal also declined to enforce the contractual late payment charge, concluding that it was unenforceable and, in any event, unquantified.

**The nature of the appeal**

14. Under the applicable Rules, an appeal from the Small Claims Tribunal lies only on limited grounds.

15. The only issue before this Court is whether the Tribunal erred in law by treating achievement of the Target as the exclusive route to entitlement to the AED 35,000, without proper consideration of other relevant contractual provisions.

16. All other aspects of the Tribunal's decision fall outside the scope of the appeal.

**The contractual provisions**

17. Clause 2 of the Agreement provides that either party may terminate the engagement and that entire fees shall be due in the event of early termination.

18. Clause 7 provides, among other matters, that the Company acknowledges that the Consultant shall be entitled to the entire fees of the Schedule of Services in the event of early conclusion of the matter or otherwise. It also provides that failure to pay on time entitles the Consultant to terminate the Agreement without penalty.

19. Clause 12, contained in the Schedule of Services, defines the Target and provides that upon successful achievement of all milestones the Consultant is entitled to receive instalments 1 and 2. The same clause further provides that, in the event the Agreement is terminated prior to completion of all milestones, the Company shall still be responsible to pay in full the entire fees.

20. The Schedule also states that the AED 35,000 instalment is to be paid within seven days upon achieving the Target.

**Submissions**

21. The Claimant submits that the Tribunal erred by construing the Agreement as if entitlement to the AED 35,000 depended solely on achievement of the Target, without giving effect to the termination provisions in Clauses 2, 7, and 12.

22. It is common ground on the appeal that the Claimant terminated the Agreement.

23. The First Defendant submitted that achievement of the Target was a condition precedent to payment of the second instalment.

**Analysis**

24. The Tribunal approached the issue of entitlement to the AED 35,000 on the premise that achievement of the Target was the necessary and exclusive condition for payment of that sum.

25. In doing so, it did not address, or give effect to, the express termination provisions in Clause 2, Clause 7, or the termination limb of Clause 12.

26. In my judgment, that was an error of law.

27. The Agreement contains several provisions which expressly regulate the consequences of early termination or early conclusion of the engagement. Clause 2 states, in direct terms, that entire fees shall be due in the event of early termination. Clause 7 contains a clear acknowledgement of entitlement to the entire fees upon early conclusion of the matter or otherwise, and contemplates termination by the Consultant for non-payment. Clause 12 itself provides that where the Agreement is terminated prior to completion of all milestones, the Company shall still be responsible to pay in full the entire fees.

28. Properly construed, those provisions cannot be reconciled with an interpretation under which termination by the Claimant extinguishes its entitlement to the second instalment. On the contrary, termination is treated by the contract as a triggering event for full payment.

29. The statement in the Schedule that instalment 2 is payable upon achieving the Target must be read in context and as part of Clause 12 as a whole. That clause expressly addresses termination and provides for payment of the entire fees in that circumstance.

30. The Agreement does not differentiate between termination by the Company and termination by the Consultant. Clause 2 applies to termination by either party. There is no textual basis for implied limitations of the termination-based entitlement.

31. The Defendants' reliance on provisions of DIFC Contract Law concerning obligations to achieve a specific result does not assist them. The parties have expressly agreed what is to occur upon termination. The contractual scheme displaces any default position that might otherwise apply.

32. It follows that the Tribunal erred in law by failing to construe the Agreement as a whole and by treating achievement of the Target as the sole route to entitlement to the AED 35,000.

**Disposal**

33. The appeal is allowed on the sole permitted ground.

34. The Tribunal's refusal to award the Claimant AED 35,000 is set aside.

35. There is no reason to remit the matter. The issue is one of construction, and it is common ground that the Agreement was terminated.

36. Judgment will therefore be entered for the Claimant against the First Defendant in the further sum of AED 35,000.

37. The Tribunal's dismissal of the claim against the Second Defendant, and its refusal to enforce the contractual late payment charge, are unaffected.

**Interest**

38. The Claimant seeks interest at such a rate as the Court considers appropriate on the total judgment sums of AED 85,000.

39. The Court has the power to award interest: see DIFC Courts Law No. 2 of 2025, Articles 17E (9) and 21 B. The question is whether, and to what extent, it is appropriate to do so in the circumstances of this appeal.

40. The Court cannot award interest under the contractual late payment charge because the SCT found it unenforceable and, in any event, unquantified, and the Court has refused permission to appeal that decision.

41. However, in its reply to the defence, the Claimant also relied on Articles 110 and 118 of the Contract Law 2004. Article 118 provides that the aggrieved party is entitled to interest on overdue sums, and Article 110 entitles an aggrieved party to compensation for harm resulting from non-performance.

42. Regarding the initial instalment of AED 50,000, no interest will be awarded. The Small Claims Tribunal ordered payment of this amount without granting any contractual penalties or interest. Although the Claimant's reply referenced Articles 110 and 118, the Tribunal did not award interest, and the Claimant did not raise any grounds of appeal related to this. The only appeal point concerning interest was about the enforceability of the contractual penalty clause. Permission to appeal was refused on that matter. Therefore, the entitlement to interest on the AED 50,000 is not before this Court, and it would be inappropriate, in a limited appeal, to change the financial outcome of a judgment that was not challenged. The sum has now been paid.

43. The position regarding the additional sum of AED 35,000 is different. That sum was refused at first instance because of an error of law in the Tribunal's construction of the Agreement. But for that error, the Claimant would have been entitled to judgment for that amount. The Claimant had pleaded reliance on statutory interest under Article 118 in the alternative to the contractual late-payment charge, and that submission was not addressed by the Tribunal.

44. Nevertheless, it is not appropriate to award pre-judgment interest on the AED 35,000. Until the determination of this appeal, there was no judgment or finding entitling the Claimant to that sum. The appeal has turned on a genuine issue of contractual construction, and it would be inconsistent with the limited scope of the appeal and principles of appellate restraint to re-characterise the period prior to judgment as one of established non-payment of an adjudicated debt for which interest should run retrospectively.

45. Once judgment is entered for the AED 35,000, however, different considerations apply. That sum is now finally adjudicated and payable. In those circumstances, interest shall accrue on the AED 35,000 from the date of this judgment in accordance with the applicable statutory provisions, if payment is not made.

**Costs**

46. The Claimant has succeeded on the appeal. It should recover its costs of the appeal and of the PTA Application.

47. Those costs consist of DIFC Courts' filing fees of USD 584.07.

**Orders**

48. The Court will order:

(a) The appeal is allowed on the sole permitted ground.

(b) The refusal by the Small Claims Tribunal to award the Claimant AED 35,000 is set aside.

(c) Judgment is entered for the Claimant against the First Defendant in the sum of AED 35,000.

(d) The remaining orders of the Small Claims Tribunal dated 19 November 2025 remain in force.

(e) The First Defendant shall pay the DIFC Courts' filing fee of USD 584.07 to the Claimant.