Claim No: SCT 172/2022

THE DUBAI INTERNATIONAL FINANCIAL CENTRE COURTS

IN THE SMALL CLAIMS TRIBUNAL OF DIFC COURTS

BETWEEN

LADESSA

Claimant

and

LAIKE CLINIC

Defendant

ORDER WITH REASONS OF H.E. JUSTICE NASSIR AL NASSER

UPON the Defendant's Acknowledgment of Service dated 22 June 2022 setting out its intention to contest the DIFC Courts' jurisdiction

AND UPON this Claim having been called on 5 July 2022 for a Jurisdiction Hearing before H.E. Justice Nassir Al Nasser, with the Claimant's and the Defendant's representatives in attendance

IT IS HEREBY ORDERED THAT:

1. The Defendant's contest to the DIFC Courts' jurisdiction is granted.

2. The DIFC Courts has no jurisdiction to hear and determine this claim.

Issued by:
Ayesha Bin Kalban
SCT Judge and Registrar
Date: 5 July 2022
At: 1pm

SCHEDULE OF REASONS

1. The Claimant is Ladessa (the "Claimant"), a freelance marketer filing a claim against the Defendant regarding services rendered.

2. The Defendant is Laike Clinic (the "Defendant"), is a clinic registered in Dubai, UAE.

3. On 27 May 2022, the Claimant filed a claim in the DIFC Courts Small Claims Tribunal claiming unpaid invoices in the sum of AED 20,111.

4. On 22 June 2022, the Defendant filed its Acknowledgment of Service contesting the jurisdiction of the DIFC Courts.

5. The Defendant submits that Article 9 of the Agreement signed between the Claimant and the Defendant reads as follows:

> "This Agreement shall be governed by the Laws of United Arab Emirates and Emirates of Dubai. Any dispute in connection with this Agreement shall be sorted out amicable and on friendly basis if not will be finally resolved by Dubai Courts, United Arab Emirates".

6. The Defendant submits that the parties have not agreed to bring their claim to the DIFC Courts.

7. The Claimant did not provide a response to the Jurisdiction Application but did attend the hearing where she submitted that she was under the impression that both the Dubai Courts and the DIFC Courts are considered to be one Court.

8. Article of 5(A) of the JAL sets out the DIFC Courts' jurisdiction over:

> "(a) Civil or commercial claims and actions to which the DIFC or any DIFC Body, DIFC Establishment or Licensed DIFC Establishment is a party;
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> (b) Civil or commercial claims and actions arising out of or relating to a contract or promised contract, whether partly or wholly concluded, finalised or performed within DIFC or will be performed or is supposed to be performed within DIFC pursuant to express or implied terms stipulated in the contract;
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> (c) Civil or commercial claims and actions arising out of or relating to any incident or transaction which has been wholly or partly performed within DIFC and is related to DIFC activities; . . .
>
> (e) Any claim or action over which the Courts have jurisdiction in accordance with DIFC Laws and DIFC Regulations. . .
>
> . . . civil or commercial claims or actions where the parties agree in writing to file such claim or action with [the DIFC Courts] whether before or after the dispute arises, provided that such agreement is made pursuant to specific, clear and express provisions."

9. Therefore, in the absence of any written agreement between the parties to resolve their disputes by selecting the DIFC Courts as their forum of dispute resolution in accordance with Article 5(A) of the JAL, I find that that the DIFC Courts has no jurisdiction to hear and determine this Claim and it must be dismissed henceforth.