Claim No. SCT 154/2020

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

LUZ

Claimant

and

LIVIA

Defendant

Hearing

: 20 May 2020

Judgment

: 21 May 2020

JUDGMENT OF SCT JUDGE MAHA ALMEHAIRI

UPON this Claim being filed on 3 May 2020

AND UPON the Defendant filing an Acknowledgment of Service indicating its intention to contest the jurisdiction of the DIFC Courts dated 10 May 2020

AND UPON a Jurisdiction Hearing having been held before SCT Judge Maha Al Mehairi on 20 May 2020, with the Claimant and the Defendant's representative in attendance

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

IT IS HEREBY ORDERED THAT:

1. The Defendant's application to contest jurisdiction is denied.

2. The DIFC Courts have jurisdiction to hear and determine this claim.

3. The Claimant shall amend the Claim Form and replace the Defendant's name set out in the Claim Form with the employer's name set out in the Employment Contract.

4. Each party shall bear their own costs.

Issued by:

Maha Al Mehairi

SCT Judge

Date of issue: 21 May 2020

At: 10am

THE REASONS

The Parties

1. The Claimant is Luz (the "Claimant"), an individual filing a claim regarding her employment at the Defendant company.

2. The Defendant is Livia, an employee within the Human Resources Department of Linia Restaurant LLC (the "Defendant"), a restaurant located

in the DIFC, Dubai, UAE.

Background and the Preceding History

3. The underlying dispute arises over the employment of the Claimant by Linea Restaurant LLC (the "Restaurant") pursuant to an Employment Contract dated 18 December 2018 (the "Employment Contract").

4. On 1 April 2020, the Restaurant terminated the Claimant's employment due to the global crisis of Covid-19. The Claimant was terminated without notice nor payment in lieu of notice, in addition to other deductions without the Claimant's approval.

5. On 3 May 2020, the Claimant filed a claim in the DIFC Courts' Small Claims Tribunal (the "SCT") claiming AED 14,850 which includes 1-month notice period, unauthorised deductions for the month of March and other allowances.

6. The Defendant responded on to the Claim Form on 10 May 2020 indicating her intent to contest the jurisdiction of the DIFC Courts. On 20 May 2020, I heard the parties' arguments at a Hearing.

The Jurisdiction Application

7. The Defendant sought to rely upon two arguments; the first one being that she is an employee of the Restaurant, working as a HR representative and she has no personal obligation towards the Claimant.

8. Secondly, she submits that within the Claimant's signed Employment Contract there is reference to `Dubai Law' instead of `DIFC Laws', as set out below:

"Contract type:

Unlimited contract, gratuity to be paid after completion of one year and as per UAE laws."

"Termination of employment: The company reserves the right to dismiss without notice or payment in lieu of notice in accordance with provisions of the UAE labour law."