**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**

**BEFORE H.E. JUSTICE OMAR AL MUHAIRI**

BETWEEN

**FAWN**

Claimant

and

**FAUSTO**

Defendant

Hearing:**20 May 2015**

Judgment:**21 May 2015**

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**JUDGMENT OF H.E. JUSTICE OMAR AL MUHAIRI**

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**Background**

1. The Claimant is **Fawn** ("the Claimant").

2. The Defendant is **Fausto** ("the Defendant").

3. On 9 April 2014, the Claimant sent a quotation to supply fresh floral arrangements to the Defendant, following which the Defendant had agreed to the quotation as a result of his conduct. On 2 July 2014 the agreement was cancelled in writing.

4. The Claimant alleges that he supplied flowers to the Defendant but did not receive any payments for the supply from April 2014 until the agreement was terminated. The Claimant provided 12 invoices from the period of April 2014 to July 2014 for the supply of flowers in the total amount of AED 76,350.00, below are the details of the invoices:

a. INV # 14521 dated 17 April 2014 in the amount of AED 540.00

b. INV # 14582 dated 30 April 2014 in the amount of AED 13,150.00

c. INV # 14651 dated 31 May 2014 in the amount of AED 29,890.00

d. INV # 14678 dated 2 June 2014 in the amount of AED 4,270.00

e. INV # 14679 dated 7 June 2014 in the amount of AED 4,270.00

f. INV # 14684 dated 11 June 2014 in the amount of AED 4,270.00

g. INV # 14695 dated 14 June 2014 in the amount of AED 270.00

h. INV # 14696 dated 15 June 2014 in the amount of AED 4,270.00

i. INV # 14705 dated 19 June 2014 in the amount of AED 4,270.00

j. INV # 14713 dated 23 June 2014 in the amount of AED 4,270.00

k. INV # 14725 dated 28 June 2014 in the amount of AED 4,270.00

l. INV # 19000 dated 2 July 2014 in the amount of AED 2,610.00

5. On 20 October 2014 the Claimant received a call from the Defendant's new general manager to resolve the outstanding issue. Subsequently, the Claimant then forwarded the invoices to him but he responded by offering less than half the amount due. The Claimant rejected the offer as it did not cover the costs of the flowers.

6. On 4 May 2015, the Claimant filed a Small Claim in the DIFC Courts Small Claims Tribunal and provided invoices of the flowers supplied from

the period of April 2014 to July 2014. The Registry on the same date served the claim on the Defendant.

7. On 11 May 2015, the Defendant responded by email contesting the Jurisdiction of the DIFC Courts for the reason that none of the parties are companies registered in the DIFC.

**The Hearing**

8.On 20 May 2015 a hearing was conducted before me, the Claimant attended but the Defendant was absent although he was notified on the day of the hearing.

**The Quotation to Supply proposal**

9.The first issue deals with the Quotation to supply proposal dated 9 April 2014 and whether it was a valid, binding contract for the supply of flowers to the Defendant. I am of the opinion that the quotation proposal constituted a valid, binding contract pursuant to DIFC Contract Law, Law No. 6 of 2006, Part 3, Sections 14 & 15 which state:

> **"PART 3: FORMATION**
>
> **14. Manner of formation**
>
> A contract is concluded by the acceptance of an offer.
>
> **15. Definition of offer**
>
> A proposal for concluding a contract constitutes an offer if it is sufficiently definite and indicates the intention of the offeror to be bound in case of acceptance."

10. It is clear that the quotation proposal constituted an offer as it sufficiently indicated the intention of the Claimant to be bound in case of acceptance by the Defendant and further, the offer was accepted by the Defendant through his conduct in demanding flowers from the period of April 2014 to July 2014.

**Jurisdiction**

11.The Claimant ("**Fawn**") is a company registered in Dubai and located in **XXXX,**Dubai, UAE, incorporated under the laws of the UAE. The Defendant ("**Fausto**") is a company incorporated under the laws of the UAE and is registered in the UAE.

12. These proceedings arise out of a written contract between the Claimant and the Defendant dated 9 April 2014. The Defendant accepted the contract by agreeing to the supplies from the period of April 2014 to July 2014 in respect of which the invoices provided are proof of acceptance. The provision relating to jurisdiction set out in the contract reads as follows:

> "Jurisdiction.
>
> Any dispute arising out of or in connection with this proposal, including any question regarding its existence, validity or termination, shall be subject to the exclusive jurisdiction of the Courts of the Dubai International Financial Centre."

13. Article 5(2) of Law No. 16 of 2011 amending Law No. 12 of 2004 provides as follows:

> "The Court of First Instance may hear and determine any civil or commercial claims or actions where the parties agree in writing to file such claim or action with it whether before or after the dispute arises, provided that such agreement is made pursuant to specific, clear and express provisions."

14. With regards to the Small Claims Tribunal in particular, Rule 53.2 of the Rules of the DIFC Courts (RDC) provides:

> "The SCT will hear and determine claims within the jurisdiction of the DIFC Courts:
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> (1) where the amount of the claim or the value of the subject-matter of the claim does not exceed AED 100,000; or
>
> (2) where the claim relates to the employment or former employment of a party; and
>
> (a) the amount of the claim or the value of the subject-matter of the claim does not exceed AED 200,000; or
>
> (b) all parties elect in writing that it be heard by the SCT (there is no value limit for the SCT's elective jurisdiction in the context of employment claims);
>
> (3) which do not fall within the provisions of sub-paragraphs (1) or (2) above, but in respect of which:
>
> (a) the amount of the claim or the value of the subject-matter of the claim does not exceed AED 500,000; and
>
> (b) all parties to the claim elect in writing that it be heard by the SCT;
>
> ."

15. In fact, in the proposal dated 9 April 2014, the parties agreed to confer jurisdiction to hear the present dispute to this Court and the conduct of the Defendant is considered as acceptance of the proposal. Therefore I am satisfied that this Court has exclusive jurisdiction to hear and determine

this Claim.

**Defendant Liability**

16. On 9 April 2014, the Claimant sent a Quotation to supply fresh floral arrangements to the Defendant, which the Defendant agreed to through his conduct in ordering flowers from the period of April 2014 to July 2014. The Claimant attached the invoices to support his claim as mentioned on paragraph 4 of this judgment.

17. On 30 April 2015, the Claimant sent the Defendant a Statement of Account for the unpaid invoices for the above mentioned period. However no solution was reached between the parties. As a result the Claimant filed a case with the DIFC Courts.

18. The Defendant responded to the Claim filed in the DIFC Courts by contesting the Jurisdiction of the Courts, but failed to attend the hearing and failed to file a defence Rule 53.61 of the rules of the DIFC Courts provide that:

> "if a Defendant does not attend the hearing and the Claimant does attend the hearing, the SCT may decide the claim on basis of the evidence of the Claimant alone."

19. For the reasons stated above, it is hereby decided that the DIFC Courts in general and in Small Claims Tribunal in particular have jurisdiction to hear and determine the dispute in question and the Defendant's application to contest jurisdiction is dismissed and the Defendant shall pay the sum of AED 76,350 to the Claimant.

**FOR THE ABOVE MENTIONED REASONS IT IS ORDERED THAT:**

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

2. The Court has jurisdiction to hear and determine this claim.

3. The Defendant shall pay the Claimant the sum of **AED 76,350.00**.

4. Each party shall bear his own costs.

Issued by:

**Nassir Al Nasser**

Judicial Officer

Date of issue: 24 May 2015

At: 10am