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 SCT JUDGE MARIAM DEEN

BETWEEN

HARVEY GENERAL TRADING LLC

Claimant

and

HUXLEY ENTERTAINMENT LLC

Defendant

Hearing:**13 November 2017**

Judgment: **14 November 2017**

JUDGMENT OF SCT JUDGE MARIAM DEEN

UPON the Claim Form being filed on 15 October 2017;

UPON the Defendant indicating its intention to contest jurisdiction and defend all of the Claim on 16 October 2017;

UPON the Jurisdiction Hearing of 2 November being rescheduled due to the Claimant's failure to attend;

UPON a Jurisdiction Hearing being held before SCT Judge Mariam Deen on 13 November 2017, with the Claimant's representative and the Defendant's representative in attendance;

AND UPON reviewing the documents and evidence submitted in 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. Each party shall bear their own costs.

Issued by:

Nassir Al Nasser

SCT Judge and Registrar

Date of Issue: 14 November 2017

THE REASONS

Parties

1. The Claimant is Harvey General Trading LLC, a food import and trading company, registered and with a commercial license in Dubai, represented by Hoyt (the Claimant").

2. The Defendant is Huxley Entertainment LLC, a DIFC registered company with offices located at Unit 234,& Unit 456,, , Dubai International Financial Centre, Dubai, United Arab Emirates. Represented by Hiro (the "Defendant").

Background

3. Essentially, the Claimant's case is that it is owed $5,445.00 by the Defendant in unpaid invoices related to the supply of various food items to Huxley Restaurant LLC. The Claimant seeks payment of the total invoiced amount from the Defendant who it claims is responsible for Huxley Restaurant LLC's liabilities, as the companies are linked with a common owner.

4. The Defendant denies that it is liable to pay the alleged unpaid invoices as it is not a party to any agreement entered into between the Claimant and Huxley Restaurant LLC.

Finding

5. Rule 53.2 of the Rules of the DIFC Courts ("RDC") requires that the Small Claims Tribunal ("SCT") hears only cases that fall "within the jurisdiction of the DIFC Courts." The jurisdiction of the DIFC Courts is determined by Article 5(A) of the judicial authority law, Dubai Law No. 12 of 2004, as amended, which provides a number of limited gateways through which the DIFC Courts have jurisdiction over a claim, which are, as relevant:

"(a) Civil or commercial claims and actions to which the DIFC or any DIFC Body, DIFC Establishment or Licensed DIFC Establishment is a party;

(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;

(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.

(2) .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."

6. The Claim is being brought against the Defendant, a DIFC registered and licensed entity, therefore I find that there is sufficient nexus between the Claim and the DIFC Courts pursuant to Article 5(A)(a) of the Judicial Authority Law.

7. The Claim Form states that the total value of the Claim is $5,445.00 (AED 20,000) which is within the AED 500,000 limit of the SCT. Accordingly, there is jurisdiction for the SCT to hear the dispute.

8. At the Hearing, the Defendant stated that even if there was legitimacy to the Claim, the Defendant had been identified incorrectly, as it was Huxley Restaurant LLC that entered into an agreement with the Claimant, not Huxley Entertainment LLC.

9. I reminded the parties that the purpose of the Jurisdiction Hearing was to determine whether or not the DIFC Courts had jurisdiction to hear and determine the Claim and that the merits of the case would not be considered in this Judgment. Whether or not the Claim should succeed or has been brought against the correct Defendant are matters to be determined moving forward; at this stage however, it is sufficient that the Claim is brought against Huxley Entertainment LLC, a DIFC registered entity, and that the Defendant's representative confirmed he appeared on its behalf. Therefore, I am satisfied that the DIFC Courts do have jurisdiction to deal with the Claim.

10. The Defendant's application to contest jurisdiction is denied and the merits of the case shall be considered.

11. The parties shall each bear their own costs.

Issued by:

Nassir Al Nasser

SCT Judge and Registrar

Date of Issue: 14 November 2017

At: 11am