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 MAHA AL MEHAIRI

BETWEEN

JAHEN EQUIPMENT COMPANY LLC

Claimant

and

JAFNA MARKETING ESTABLISHMENT

Defendant

Hearing:**28 May 2019**

Judgment:**29 May 2019**

JUDGMENT OF SCT JUDGE MAHA AL MEHAIRI

UPON the Claim Form being filed on 13 January 2019;

AND UPON this claim being called for a Consultation on 6 May 2019 before SCT Judge Ayesha Bin Kalban;

AND UPON the parties not reaching settlement at the Consultation;

AND UPON a Hearing being held before SCT Judge Maha Al Mehairi on 28 May 2019, with the Claimant present, and the Defendant absent although served Notice of the Hearing date;

Pursuant to Rule 53.61 of the Rules of the DIFC Courts, which states that: "If a Defendant does not attend the hearing and the Claimant does attend the hearing, the SCT may decide the claim on the basis of the evidence of the Claimant only."

AND UPON reviewing the documents and evidence submitted in the Court file;

IT IS HEREBY ORDERED THAT:

1. The Defendant shall pay the Claimant the amount of AED 54,030 for unpaid invoices and accrued interest at a rate of 1% per month from the date payment was due until full payment is made.

2. The Defendant shall pay the Claimant the Court fees in the amount of AED 3,121.77.

Issued by:

Maha Al Mehairir

SCT Judge

Date of issue: 29 May 2019

At: 9am

THE REASONS

Parties

1. The Claimant is Jahen Equipment Company LLC (the "Claimant"), a company that offers good and services located in Sharjah.
2. The Defendant is Jafra Marketing Establishment (the "Defendant"), a company that entered into an agreement with the Claimant for the

provision of services.

Background and Hearing

3. The Claimant entered into an agreement with the Defendant to provide goods and services in line with the agreed business terms and conditions. In spite of repeated pledges from the Defendant to settle the full outstanding balance, no payments were received.

4. The Defendant failed to pay the Claimant his dues in accordance with the 8 pending invoices that were sent to them. The Claimant followed up with the Defendant by way of emails, calls, and visits to the Defendant on separate dates but to no success in being paid the amount sought.

5. On 13 January 2019, the Claimant filed a case against the Defendant in the DIFC Courts Small Claims Tribunal ("SCT") requesting that the Court order that, as per the Agreement entered into with the Defendant, that they be required to pay the amount of AED 62,435 and the entire expense of the Court fees.

6. The parties participated in a Consultation on 6 May 2019, before SCT Judge Ayesha Bin Kalban but were unable to reach a settlement. On 28 May 2019 I heard submissions from the Claimant, however, the Defendant was absent from the hearing. Pursuant to Rule 53.61 of the Rules of the DIFC Courts:

> "If a defendant does not attend the hearing and the claimant does attend the hearing, the SCT may decide the claim on the basis of the evidence of the claimant alone."

As such I will give a ruling based upon the Claimant's evidence in the case.

Findings

7. I find that the relevant Engagement Agreement titled Credit Application Form falls under the DIFC Courts' jurisdiction as the Engagement Agreement states that:

> "By entering into any agreement with Jahen Equipment Co LLC for the provision of goods and services, you acknowledge that such agreement shall be subject to our standard terms and conditions, which may be found at www.test.com. Any disputes or claims related to such agreement whether contractual or non-contractual, shall be governed by and constructed in accordance with, the laws of the Dubai International Financial Centre (DIFC), and the Courts of the DIFC shall have exclusive jurisdiction to settle all disputes or claims with respect to such agreement"

8. As the claim value is less than AED 500,000, this claim is properly before the Small Claims Tribunal of the DIFC Courts.

9. There is no dispute between the parties as to the existence and applicability of the Engagement Agreement. The Claimant asserts that they are owed the sums claimed under the Engagement Agreement and that they have complied with all obligations required. The Claimant submits that the Defendant did not oppose any of the services that were provided to them by the Claimant.

10. The Claimant originally sought the amount of AED 62,435 but, at the Consultation, the Defendant provided a cheque in the amount of AED 20,000 towards the pending invoices. As such, after the deduction of AED 20,000, the Claimant is claiming the remainder of the pending invoices. The pending amount provided by the Claimant is AED 54,030 with 1% interest in accordance to the terms and conditions that were signed in the Engagement Agreement which state under title Price and Payment:

> "If the customer fails to make any payment due to the supplier under the contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 1% per month. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount."

11. The Defendant failed to attend the scheduled hearing which was due to take place on 28 May 2019, furthermore, the Defendant had agreed, and on various occasions explicitly acknowledged, its failure to perform the contractual obligations to pay the Claimant the outstanding invoices under the Engagement Agreement which was validly entered into and binding upon the parties. Therefore, in such circumstances, I have given judgment based on the facts available. As such, it is ordered that the Defendant shall pay the Claimant the sum of AED 54,030 for the pending invoices.

12. The Defendant shall pay the Claimant the Court fee.

Issued by:

Maha Al Mehairi

SCT Judge

Date of issue: 29 May 2019

At: 9am