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 NASSIR AL NASSER

BETWEEN

LUNIR(MIDDLE EAST) LLP

Claimant

and

LUNIAL

Defendant

Hearing **: 3 May 2020**
Judgment **: 6 May 2020**

JUDGMENT OF SCT JUDGE NASSIR AL NASSER

UPON this Claim being filed on 2 January 2020

AND UPON the Defendant filing a defence dated 7 January 2020

AND UPON the Defendant filing an Acknowledgment of Service with an intention to contest the jurisdiction of the DIFC Courts dated 2 February 2020

AND UPON a Jurisdiction Hearing being held on 20 February 2020 before SCT Judge Nassir Al Nasser with the Claimant's representative and the Defendant in attendance

AND UPON a Consultation being held on 9 March 2020 before SCT Judge Ayesha Bin Kalban with the Claimant's representative and the Defendant in attendance

AND UPON the parties failing to reach a settlement at the Consultation

AND UPON a hearing having been held before SCT Judge Nassir Al Nasser on 3 May 2020 with the Claimant's representative and the Defendant in attendance

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

IT IS HEREBY ORDERED THAT:

1. The Defendant shall pay the Claimant the sum of AED 17,623.75 plus interest at the rate of 9% per annum from the date of this Judgment until the date of payment.

2. The Defendant shall pay the Claimant the Court fee in the sum of AED 881.18.

Issued by:
Nassir Al Nasser
SCT Judge
Date of issue: 6 May 2020
At: 1pm

THE REASONS

The Parties

1. The Claimant is Lunir(Middle East) LLP (hereafter "the Claimant"), a Law firm registered in Dubai, DIFC located at Al Fattan Currency House, DIFC, Dubai, UAE.

2. The Defendant is Lunial (hereafter "the Defendant"), an individual residing in Dubai, UAE.

Background and the Preceding History

3. The underlying dispute arises over an alleged unpaid invoice in respect of legal services provided by the Claimant for the Defendant in

accordance with the scope of work set out in an Engagement Letter dated 11 June 2018 (the "Agreement") signed between the Claimant and the Defendant on 12 June 2018.

4. On 2 January 2020, the Claimant filed a claim in the DIFC Courts' Small Claims Tribunal (the "SCT") claiming the sum of AED 17,623.75.

5. On 7 January 2020, the Defendant filed her defence to the Claim.

6. On 2 February 2020, the Defendant filed an Acknowledgment of Service with an intention to contest the jurisdiction of the DIFC Courts.

7. On 20 February 2020, a Jurisdiction Hearing was held before me, at which I delivered an oral judgment and provided my reasons for determining that the DIFC Courts have jurisdiction to hear and determine this claim.

8. The parties met for a Consultation with SCT Judge Ayesha Bin Kalban on 9 March 2020 but were unable to reach a settlement.

9. On 3 May 2020, a hearing was listed before me, at which the Claimant's representative and the Defendant were in attendance.

Discussion

10. The Claimant filed its claim with the SCT seeking the sum of AED 17,623.75 pursuant to the Agreement signed between the parties and also claims interest at the rate of 9% per annum, along with the Court fees.

11. During the hearing held on 3 May 2020, the Defendant agreed to pay the Claimant the total sum of AED 17,623.75 in relation to the unpaid invoice as per the Agreement, however, she refused to pay the Courts fees.

12. The Defendant confirmed that she was only willing to pay 50% of the Court fees.

13. The Defendant argued that the Claimant had in its possession post-dated cheques, which could be cashed to receive the sum of AED 10,000, which was available in her bank account, thereby, leaving the outstanding claimed sum in the amount of AED 7,623.75.

14. The Claimant argued that although the Claimant had provided a post-dated cheque in 2019, when cashed, the cheque bounced, therefore, the Claimant proceeded to file its claim with the SCT to claim recovery of the sums owed.

15. The Claimant also adds that the Defendant only informed them to cash the post-dated cheque in the sum of AED 10,000 during the course of these proceedings and not beforehand.

16. In light of the Defendant's agreement to pay the Defendant the claimed sum of AED 17,623.75, I find that the Defendant acted unreasonably by failing to pay the Claimant beforehand or informing the Claimant that they could cash the post-dated cheque prior to filing this claim. If such action had been taken, then the sum being claimed would have differed significantly. However, the Defendant did not pay nor inform the Claimant as to when they could cash the post-dated cheque.

17. Therefore, in light of the above, I find that the Defendant shall pay the Claimant the full sum of the Court fees.

18. In relation to interest claimed by the Claimant, pursuant to the DIFC Courts' Practice Direction No. 4 of 2017, the Claimant shall be entitled to an interest at the rate of 9% per annum from the date of this Judgment until the date of full payment.

Conclusion

19. In light of the aforementioned, I find that the Defendant shall pay the Claimant the sum of AED 17,623.75, plus interest at the rate of 9% per annum from the date of this Judgment until the date of payment.

20. The Defendant shall pay the Claimant the Court fee in the sum of AED 881.18.

Issued by:
Nassir Al Nasser
SCT Judge
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