Claim No: SCT 018/2020

THE DUBAI INTERNATIONAL FINANCIAL CENTRE COURTS

In the name of His Highness Sheikh Mohammad Bin Rashid Al Maktoum, Ruler of Dubai

IN THE SMALL CLAIMS TRIBUNAL
BEFORE SCT JUDGE NASSIR AL NASSER

BETWEEN

LOGAN EQUIPMENT RENTAL

Claimant

and

LAYDIA DIGITAL (LLC)

Defendant

Hearing

: 27 February 2020

Judgment

: 4 March 2020

JUDGMENT OF SCT JUDGE NASSIR AL NASSER

UPON the Claim Form being filed on 21 January 2020

AND UPON the Defendant's Response being filed on 30 January and 2 February 2020

AND UPON this claim being called for a Consultation on 12 February 2020 before SCT Judge Delvin Sumo and the parties failing to reach a settlement

AND UPON a Hearing being held before SCT Judge Nassir Al Nassir on 27 February 2020, with the Claimant's and the Defendant's representatives in attendance

AND UPON reviewing the documents and evidence filed and recorded on the Court file

IT IS HEREBY ORDERED THAT:

1. The Defendant shall pay the Claimant the total sum of **AED 5,400.**

2. The Defendant shall pay the Claimant post judgment interest at the rate of 9% per annum effective from the date Judgment is entered.

3. The Defendant shall pay the Claimant the Court Fee in the sum of **AED 367.50.**

Issued by:

Ayesha Bin Kalban

SCT Judge and Deputy Registrar

Date of issue: 4 March 2020

At: 1pm

THE REASONS

Parties

1. The Claimant is Logan Equipment Rental LLC (the "Claimant"), a company registered in Dubai, UAE and in the business of providing equipment, service, support, and training.

2. The Defendant is Laydia Digital LLC (the "Defendant"), a company registered in Dubai, UAE and who had hired a 12m electric scissor lift (the

"Machine") from the Claimant.

Background and Procedural History

3. The underlying dispute arises over an unpaid invoice pursuant to a quotation accepted by the Defendant, following which the Defendant failed to pay the Claimant the sums due under the said quotation and its terms and conditions.

4. On 21 January 2020, the Claimant filed a claim in the DIFC Courts' Small Claims Tribunal (the "SCT") for payment of AED 5,400 plus interest at the rate of 9% per annum and the court fee.

5. On 30 January and 2 February 2020, the Defendant filed an acknowledgement of service with its intention to defend the claim.

6. The matter was called for Consultation before SCT Judge Delvin Sumo on 12 February 2020, however, the parties failed to reach an agreement, therefore, the matter was listed for a hearing before me on 27 February 2020.

7. After reviewing all of the documents and evidence submitted on the Court file, I give my judgment below.

The Claim

8. The Claimant's case is that upon request of the Defendant, they provided a quotation for the hire of the Machine to the Defendant whereby a weekly rate of AED 3,000 was being charged, with delivery and collection fees of AED 800. The Defendant then issued a LPO for the amount of AED 3,800 plus VAT for the hire of the Machine.

9. The Claimant alleges that, pursuant to the terms in the quotation, it was the Defendant's responsibility to inform the Claimant 2 days in advance of any off hire of the Machine. The Claimant further stated that the Defendant was reminded of this term after one week, however, the Defendant indicated that they would revert to the Claimant in regard to the exact date of the off hire, as the Machine was still in use.

10. The Claimant also claims that, on 16 February 2018, the Defendant informed them that the Machine was no longer required, and, on 17 February 2018, the Machine was delivered to the Claimant. The Claimant alleges that due to the site restrictions of the Defendant, they could not deliver or collect the Machine, and the parties therefore agreed that the Machine would be delivered or returned by the Defendant. This was indicated as "outside recovery".

11. Subsequently, the Claimant issued an invoice addressed for the Defendant for the total amount of AED 5,400. This amount includes 12 days of the hire of the Machine, with a starting date of 6 February 2018 (the day after the Machine was delivered to the site) until the 16 February 2018 (the date that the Defendant informed the Claimant that they no longer require the Machine). The Claimant also asserts that they have never received any cash payment from the Defendant for the hire of the Machine.

The Defence

12. The Defendant alleges that they specifically required the Machine for one week and they had, therefore, issued the LPO for the amount of only AED 3,800 plus VAT. The Defendant further stated that if they required the Machine for a longer time, they would have provided a different LPO pursuant to the terms and conditions of the quotation. However, the Defendant alleges that this did not happen.

13. Furthermore, the Defendant refers to the payment terms on the Claimant's quotation stating that payment must be made by cash or current dated cheques before delivery. The Defendant claims that the Claimant would therefore not deliver the Machine if payment was not made. The Defendant claims to have paid the Claimant in cash, however no receipt or proof of this payment was obtained. Lastly, the Defendant submits that it was the Claimant's obligation to collect the Machine from the Defendant's site. Therefore, the Defendant alleges that the Claimant is not entitled to the sum claimed.

Discussion

Jurisdiction

14. The parties are both registered and located outside of the DIFC, however, both parties agreed to opt-in to the DIFC Courts jurisdiction pursuant to Article 2 of the terms and conditions of the quotation #QTN-123 (the "Quotation").

15. Article 5(2) of the judicial authority law, Dubai Law No. 12 of 2004 (the "JAL"), as amended, provides a number of limited gateways through which the DIFC Courts have jurisdiction over a claim, which are:

(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. . .

(f) . . . 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."