Claim No: SCT 119/2015

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 OF DIFC COURTS

BEFORE H.E. JUSTICE SHAMLAN AL SAWALEHI

BETWEEN

FLAVIUS

Claimant

and

FLEUR HOLDING

Defendant

Hearing: **18 August 2015**

Judgment: **25 August 2015**

JUDGMENT OF H.E. JUSTICE SHAMLAN AL SAWALEHI

UPON hearing the Claimant and the Defendant

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 183,750.**

2. The Defendant shall pay the Claimant the Courts fees.

The Reasons:

3. The Claimant requested to be refunded 100% of the amount that he paid to the Defendant under the shareholder agreement. The Defendant had refused to pay the Claimant, which had led the Claimant to file this case before the Court.

4. No settlement was reached by the parties at the end of the consultation and, consequently, the case was sent for adjudication. On 18 August 2015 I heard both parties' submissions.

5. In the Claimant's Particulars of Claim, the Claimant argued that he was approached by the Defendant to become a shareholder, and then he submitted the subscription form with the payment of USD 50,000 to purchase 50,000 shares in July 2014. The Claimant further argued that the Defendant received the payment through a bank cheque, and since then he never received a signed subscription form, or any notifications of his shares or shareholder incorporation status.

6. In their Defence, the Defendant's representative admitted that the Claimant's payment had been received by the old management team of the company, but had not incorporated the Claimant as a shareholder. The Defendant further argued that the Claimant can be incorporated as shareholder of the Defendant Company against what he has paid.

7. I have examined both parties' submissions and I have found that the Defendant was paid by the Claimant the sum of AED 183,750 on 24 July 2014.

8. In my view, the Claimant had made that payment to the Defendant's account, in order to enter into a binding agreement with the Defendant, and as a result become incorporated as a shareholder within the Defendant's Company in July 2014.

9. It is very obvious in this case that an agreement to invest in the company shares was not entered into by the Claimant as he has never received a signed subscription form, or any notifications of his shares or shareholder incorporation status, and the Claimant has not been compensated for the sum that was drawn by the Defendant. Therefore the Defendant shall return back the amount paid by the Claimant on 24 July 2014.

Issued by:

Maha Al Mehairi

Judicial Officer

Date of Issue: 25 August 2015

