020 in the sum of AED 12,000 for breach of contract and compensation due to wrong and bad faith of claims.

7. The matter was called for a Consultation before SCT Judge Delvin Sumo on 26 March 2020, whereby the parties failed to reach a settlement. In accordance with the rules and the procedures of the SCT, the matter was listed for a hearing before me on 8 April 2020 (the "Hearing") which was attended by both parties.

The Claim

8. The Claimant's case is that she was employed with the Defendant as a `Receptionist' from 31 March 2018. The Claimant resigned and served her last working day on 24 February 2020, and submits that she did not receive her end of service entitlements as owed to her pursuant to the DIFC Employment Law, in the amount of AED 10,081.92.

9. The Claimant seeks payment of the following sums:

(a) the sum of AED 1,391.14 for her pending salary for the month of January 2020;

(b) the sum of AED 2,482.75 applicable to the 24 days in February 2020 in which she worked for the Defendant;

(c) the sum of AED 2,284.66 for 24 days of accrued but untaken vacation leave;

(d) the sum of AED 1,938.44 for 14 days worked during public holidays; and

(e) end of service gratuity in the sum of AED 1,984.93.

The Defence and Counterclaim

10. In response to the Claim, the Defendant confirms that it does not oppose the claims made by the Claimant in relation to the outstanding salary for January and February 2020 nor her end of service gratuity.

11. The Defendant, however, submits that the Claimant is not entitled to vacation leave days as she has accrued a total of 44 days during her employment with the Defendant, of which, the Defendant submits an amount of AED 2,400 was paid to the Claimant for an additional 24 accrued but untaken annual leave. The Defendant further submits that the Claimant has been paid an amount of AED 2,400 for another 24 accrued but untaken vacation leave days. Furthermore, the Defendant disputes that the Claimant is entitled to compensation for public holidays in accordance with Article 3 of the Employment Contract which states the following:

> "Employee shall work 6 days per week, with one day off. Employee may choose her day off among weekdays. Public holidays are classified as general week days; Employee shall work on public holidays under the same conditions as well."

12. In addition, the Defendant contends that the Claimant acted in breach of Article 7 of the Employment Contract which states that the Claimant has an obligation to pay the Defendant a sum of AED 6,000 incurred for the training costs if the termination of the employment relationship occurs within 2 years of employment. The Defendant also claims compensation in the sum of AED 6,000 citing the reason for this claim to be `due to wrong and bad faith of claims hardly affecting employer and company reputation' [sic]. The Defendant alleges that the Claimant has made unreasonable, false and misleading statements in relation to her end of service entitlements and therefore submits it should be entitled to sums from the Claimant to compensate, the amount of which would be deducted from the Claimant's end of service entitlements.

13. In response to the Counterclaim, the Claimant argues that she was never provided formal training by the Defendant. On multiple occasions, the Claimant requested that the Defendant provide clarification or proof that the amount of AED 6,000 has indeed been incurred by the Defendant for the said training, however such clarification was not provided to the Claimant, nor has it been provided to the Court.

14. The Claimant further refutes the allegations made in support of the claimed compensation and therefore submits that this claim made by the Defendant is unjust. The Claimant alleges that it is her right to seek clarification from the Defendant on her end of service entitlements, and that she has been wrongfully accused of wrong and bad faith of claims.

Discussion

Jurisdiction

15. The DIFC Courts and the SCT have jurisdiction over this case as it relates to employment within the DIFC and the claim value in question is less than AED 500,000.

16. This dispute is governed by DIFC Law No. 2 of 2019 (the "DIFC Employment Law") in conjunction with the relevant Employment Contract.

Findings

The main claim

17. At the Hearing and in review of the Court file, it is apparent that the Claimant's claims for salary for January and February 2020, and the end of service gratuity are not disputed between the parties. I will first deal with setting out the latter entitlements, and thereafter, I will deal with the claim for vacation leave, public holidays and the Defendant's Counterclaim.

18. As set out above, I am satisfied that the Claimant is entitled to her outstanding salary for January 2020 in the sum of AED 1,391.14 and her outstanding salary for February 2020 in the sum of AED 2,482.75.

19. I am also satisfied that the Claimant is entitled to her end of service gratuity. The Claimant worked for the period from 31 March 2018 to 24

February 2020 which amounts to 1 year, 10 months (21 days / 12 months = 1.75 for each month x 10 months = 17.5 days) and 25 days (1.75 / 30 = 0.06 for each day x 25 = 1.5 days).

20. The gratuity shall be calculated based on the employee's basic wage in accordance with Article 66 of the DIFC Employment Law:

(a) AED 1,500 x 12 months / 365 days = AED 49.32 (Daily Rate)

(b) AED 49.32 x 21 days = AED 1,035.72 for the first year

(c) AED 49.32 x 17.5 days = AED 863.10 for 10 months

(d) AED 49.32 x 1.5 = AED 73.98 for 25 days

(e) AED 1,035.72 + 863.10 + 73.98= AED 1,972.70