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

IRELYN FZ LLC

Claimant

and

IAKOPA

First Defendant

ITUHA LLP (IN LIQUIDATION)

Second Defendant

Hearing: **12 July 2018**

Further Submission: **26 July 2018**

Judgment: **9 August 2018**

JUDGMENT OF SCT JUDGE NASSIR AL NASSER

UPON the Claim Form being filed on 27 May 2018;

AND UPON the parties being called on 20 June 2018 for a Consultation with SCT Judge Ayesha Bin Kalban and the parties having not reached a settlement;

AND UPON a Hearing having been held before SCT Judge Nassir Al Nasser on 12 July 2018, with a representative of the Claimant and a representative of the First Defendant attending, and the Second Defendant (in Liquidation) failing to attend, although served notice of the Hearing;

AND UPON reading the submissions and evidence filed and recorded in the Court file;

IT IS HEREBY ORDERED THAT:

1. The Second Defendant shall pay the Claimant the sum of USD 76,478.98 plus 9% interest from the date of the Judgment until the date of payment.

2. All claims against the First Defendant are dismissed.

3. The Second Defendant shall pay the Claimant the Court filing fee in the sum of USD 3,823.94

Issued by:

Nassir Al Nasser

SCT Judge

Date of issue: 9 August 2018

At: 3pm

THE REASONS

The Parties

1. The Claimant is Irelyn FZ LLC (herein after "the Claimant"), a Legal Consultancy Firm based in Fujairah (formerly called `Inisa Partners FZE'). The Claimant was represented by Ivet, an Associate of the Claimant.

2. The First Defendant is Iakopa (herein after "the First Defendant"), a British National domiciled in Dubai and formerly the 50% Partner of the Second Defendant. The First Defendant was represented by Irving of Ixion.

3. The Second Defendant is Ituha LLP (herein after "the Second Defendant"), a DFSA-regulated `advisory consultancy and/or compliance services' firm incorporated in the DIFC. The Second Defendant is, as of the date of this judgment, in liquidation. The Second Defendant was not represented at the Hearing.

Background and the Preceding History

4. The underlying dispute arises over the non-payment of legal fees.

5. On 12 January 2017, the Claimant and the First Defendant or alternatively the Second Defendant, entered into an engagement with the Claimant to provide legal services to the Second Defendant. The parties are in dispute whether it was the First Defendant that entered into this engagement with the Claimant in her personal capacity, or if the First Defendant had entered into this agreement in her professional capacity as a former member of the Second Defendant. This will be determined within this Judgment.

6. On 12 February 2017, the Claimant issued to the First Defendant or alternatively the Second Defendant an engagement letter (herein "the Retainer") formalising the engagement with the Claimant, which referred to, and deemed, the Retainer as having commenced on 12 January 2017.

7. The Retainer provided that either the First Defendant or alternatively the Second Defendant would be charged on an hourly basis, with time and expenses incurred to be invoiced on a monthly basis. The invoices would be payable immediately upon receipt and any dispute arising out of, or in connection with, the engagement letter was to be referred to, and resolved in, the Small Claims Tribunal of the DIFC Courts.

8. Pursuant to the Retainer, the Claimant issued invoices to the First or alternatively the Second Defendant totaling USD 253,390.96. Subsequently, the First or alternatively the Second Defendant made partial payments of the invoices up until August 2017. Since August 2017 and until the date of filing this claim, the outstanding balance due to the Claimant pursuant to the Claimant's calculation is totaled 92,996.46.

9. In September 2017, the First Defendant or alternatively the Second Defendant received the August invoice and expressed concern with the billing, and on 14 September 2017, a request was made that the Claimant cease any further work. Following this, the Claimant offered to negotiate with the First or alternatively the Second Defendant as to how future fees would be charged. Neither the First nor the Second Defendant accepted the offer.

10. On 27 May 2018, the Claimant filed a claim against the First and the Second Defendant for non-payment of legal fees.

11. On 11 June 2018, the First Defendant filed an Acknowledgment of Service defending the claim. The Second Defendant did not file an Acknowledgement of Service and is currently under liquidation.

12. The parties met for a Consultation before SCT Judge Ayesha Bin Kalban on 20 June 2018 but were unable to reach a settlement.

13. Both parties attended a Hearing listed before me listed on 12 July 2018.

The Claim

14. The Claimant's case relates to the non-payment of legal fees.

15. The Claimant alleges that the First Defendant was formerly the 50% partner of the Second Defendant. Further to the Claimant's advice, the First Defendant removed the other 50% partner, Mr. Illias, her former husband ("ex-husband") from the Limited Liability Partnership ("LLP"), and then transferred the business to a new company, Ituha Advisory LLP, of which she is the sole owner.

16. The Claimant asserts that, on 12 January 2017, the First Defendant or alternatively the Second Defendant, engaged with the Claimant to provide legal services to both the First Defendant and to the Second Defendant in relation to the removal of the First Defendant's former business partner and ex-husband from the LLP, and other related matters, such as the First Defendant and the Second Defendant's dispute with the First Defendant's ex-husband.

17. On 12 February 2017, the Claimant issued to the First Defendant or alternatively to the Second Defendant the Retainer formalising the engagement with the Claimant.

18. The Claimant alleges that the First Defendant accepted the terms of the Retainer by issuing continued instructions to the Claimant as to the proposed scope of work. The Retainer referred to "advising the Second Defendant". It is also alleged by the Claimant that the Retainer inadvertently omitted "advising you in relation to your rights regarding the Second Defendant". The Claimant further adds that the First Defendant never disputed that she engaged the Claimant in her personal capacity, as was the case owing to, inter alia, the following:

(a) That the nature of the legal services being offered (i.e. The removal of her ex-husband from the Second Defendant, the consequences of that removal and other related matters, as well as other related matters could be provided only to the First Defendant personally and could not be provided to the Second Defendant.

(b) Advising her on the claim against her ex-husband, which was personal; and

(c) Continuing to advise her after the Second Defendant was put into liquidation.

19. Alternatively, the Claimant alleges that the First Defendant accepted the Retainer on behalf of the Second Defendant.

20. The Retainer provided that:

(a) The First Defendant or the Second Defendant would be charged on an hourly basis with time and expenses incurred to be invoiced monthly;

(b) Invoices would be payable immediately upon receipt; and

(c) Any dispute arising out of or in connection with the engagement letter was to be referred to, and resolved in, the Small Claims Tribunal of the DIFC Courts.

21. The Claimant adds that, pursuant to the Retainer, the Claimant provided legal services to the First Defendant or alternatively the Second Defendant, from January 2017 until around September 2017.

22. The Claimant also alleges that, from March 2017, the Services under the Retainer expanded at the First Defendant's or alternatively the Second Defendant's request, to include advice in relation to the winding down of a joint venture between the Second Defendant and the joint venture partner ("Izaak"), and a potential dispute with Izaak in relation to the same.

23. Further, around August 2017, the Claimant provided further advice at the First Defendant or alternatively at the Second Defendant's request in relation to proceedings against a former employee in the Small Claims Tribunal of the DIFC Courts.

24. Pursuant to the terms of the Retainer, the Claimant issued invoices to the First Defendant or alternatively to the Second Defendant, totaling USD 249,618.48 and not USD 253,390.96 as calculated by the Claimant. The invoices are as the below:

(a) Invoice dated 8 February 2017 in the sum of USD 15,000;

(b) Invoice dated 3 March 2017 in the sum of USD 23,000;

(c) Invoice dated 1 April 2017 in the sum of USD 47,488.95;

(d) Invoice dated 13 May 2017 in the sum of USD 32,460.03;

(e) Invoice dated 11 June 2017 in the sum of USD 22,888;

(f) Invoice dated 11 July 2017 in the sum of USD 29,688;

(g) Invoice dated 5 August 2017 in the sum of USD 25,415;

(h) Invoice dated 8 September 2017 in the sum of USD 40,933.50;

(i) Invoice dated 10 October 2017 in the sum of USD 11,326; and

(j) Invoice dated 5 November 2017 in the sum of USD 1,419.

25. The Claimant alleges that the First or alternatively the Second Defendant made partial payments in the sum of USD 160,394.50 towards the total fees and disbursements of USD 249,618.48, with the last payment having been made on 15 August 2017.

26. The Claimant alleges that the revised outstanding balance due to the Claimant pursuant to the Retainer stands at the amount of USD 92,996.46. however, pursuant to the calculations above it seems that the amount is USD 249,618.48 - 160,394.50= USD 89,223.98.

27. Furthermore, the Claimant alleges that, on September 2017, the First Defendant or the Second Defendant received the August invoice and expressed concern with the billing, and on 14 September 2017 requested that the Claimant cease any further work. The Claimant offered to negotiate as to how future fees would be charged, however, neither the First Defendant nor the Second Defendant accepted the offer.

28. The Claimant alleges that numerous attempts were made to reach a resolution of the outstanding balance with the First Defendant or alternatively the Second Defendant. On 19 February 2018, the Claimant issued the First Defendant with a demand for payment of the outstanding balance within 14 days. On 4 March 2018, the First Defendant replied to the Claimant's demand of 19 February 2018 and refused to accept liability for the outstanding balance on the basis that the Claimant had agreed to write off the outstanding balance. The Claimant alleges that such an offer was never made, and, in any event, such an offer would have no legal effect.

29. Therefore, the Claimant has filed a claim against the First and the Second Defendant for the following:

(a) The sum of USD 80,446.46 as monies due and owing under the Retainer;

(b) Interest on any Judgment pursuant to S.39 of the DIFC Law No. 10 of 2004 and Practice Direction No. 4 of 2017; and

(c) Costs pursuant to Rule 38.15 of the DIFC Courts Rules.

The Defence

30. The Second Defendant failed to attend or respond to the Claimant's claims. The First Defendant responded by filing a defence on 7 June 2018

and was represented during the hearing.

31. The First Defendant alleges that there are 3 substantive issues which are to be considered:

(a) The identity of the Claimant's client;

(b) Whether the Claimant waived the fees; and

(c) Whether the Claimant's fees should be reduced on assessment.

32. The First Defendant made reference to *Cordery on Legal Services, (*LexisNexis,2018) at [1370] "*The Solicitor who does not ascertain clearly at the outset who is his client may discover to his cost that he has taken instructions from the wrong person or have his bill rejected by the person to whom he renders it.*"

33. It is the First Defendant's primary case that: (i) the Claimant's client was the Second Defendant and not the First Defendant personally; (ii) that, in any event, the Claimant waived its fees in the course of negotiation; and (iii) that there should be a detailed costs assessment of the fees charged by the Claimant. The First Defendant asserts that, if her primary case succeeds, an investigation into the reasonableness of the fees charged and the Claimant's conduct in relation to work carried out will necessitate that a further hearing will fall away.

Hearing

34. At the hearing, the Claimant agreed with the key issues raised by the First Defendant.

35. The Second Defendant was not represented at the hearing.

36. At the hearing, I directed that within 14 days the parties file a summary of the arguments made at the hearing. I ought to mention that, he Claimant filed submissions beyond the scope of my direction and therefore, I have only considered the pertinent parts of the Claimant's submissions which fall in line with my request for a summary of the points raised at the hearing and I have disregarded those that do not reflect my direction

37. The First Defendant filed her submissions in compliance with my direction made at the hearing.

Discussion

38. Throughout the discussion below, I will determine each of the parties' key issues and examine the evidence put before the Court.

Identity of the Claimant's client

39. The Claimant argues that the omission of the First Defendant's name from the Retainer was inadvertent and that the Retainer should not be determinative as it is merely one document evidencing a contract between the parties.

40. The Claimant also argues that there are several reasons that show that the First Defendant did, in fact, engage with the Claimant, which are as follows:

(a) The nature of the matters (the removal of her co-partner and ex-husband) are such that the engagement of the Claimant by the Second Defendant would have been a conflict of interest, as no law firm would be able to accept instructions to act for the Second Defendant in those circumstances.

(b) The Claimant's initial instructions were to advise the First Defendant on other matters of a personal nature (divorce proceedings in the Dubai Courts) and advising the First Defendant on dealing with her interest in the Second Defendant in light of her ex-husband's alleged misappropriation of her proper share of partnership profit. The Claimant also adds that, although, extensive advice was given for the benefit of the Second Defendant, it was also for the First Defendant's benefit.

(c) The Claimant's draft February 2017 account was issued in the First Defendant's name (as had been requested verbally by the First Defendant);

(d) The Claimant and the First Defendant communicated via the First Defendant's personal Gmail email address until around mid-March 2017;

(e) The Claimant continued to advise and carry out work after liquidators were appointed to act on behalf of the Second Defendant. The Claimant argues that it is nonsensical to suggest that the Claimant acted not for the First Defendant, but for the Second Defendant, yet sought no approval or instructions from the liquidator.

(g) The First Defendant failed to report any liability to the liquidators in respect of the Claimant's invoices.

(h) The liquidator's response to the Claimant dated 1 July 2018 effectively confirms the First Defendant's failure to have reported the existence of any outstanding invoices from the Claimant. The Claimant failed to respond to the advertisement arguing that the purpose of an advertisement is to allow creditors who have not yet made claims to do so. Furthermore, the Claimant argues that the First Defendant knew that she was personally liable, rather than the Second Defendant. Further, if the Second Defendant had retained the Claimant, it was already aware of the Claimant's claim but, through the First Defendant, never rejected them. Thus, if the First Defendant were to succeed in her defence, she would be in breach of duty for failing, as controller of the Second Defendant, to account for the invoices, or at least to inform the Claimant that they were rejected. The First Defendant would also be liable to put the Second Defendant into funds to pay the Claimant, or otherwise be exposed to further liability for putting the Second Defendant into insolvency.

41. It is also argued by the Claimant that the first time that the First Defendant raised the argument that she did not engage the Claimant was only at the point of filing her defence to this claim and not beforehand.

42. In addition, the Claimant asserts that the invoices are (not usually) addressed to *"Iakopa Ituha LLP"*

43. The First Defendant argues that the letter of Retainer dated 12 February 2017 leaves no room for ambiguity as the letter is headed "*Ituha LLP*" and expressly confirms that its Retainer was "*to advise Ituha LLP in relation to the removal of the First Defendant's ex-husband from the LLP . and other related matters"*.

44. The First Defendant also argues that it is the Claimant's case that it negligently failed to identify its true client in the Retainer. Therefore, (i) it is not open for the Claimant to rely upon its own failure to properly identify its client; and (ii) the Claimant's case is contradicted by the clear wording of the Retainer and by the Claimant's admission that "*extensive advice was given for the benefit of the Second Defendant*".

45. Furthermore, the First Defendant adds that the reasons given by the Claimant as to why it could not have been instructed by the Second Defendant do not withstand scrutiny. The principal reason being that the instruction by the Second Defendant would have given rise to a conflict of interest as the prospective Defendant was a member of the Second Defendant. However, the First Defendant confirmed that her ex-husband was removed from the Second Defendant around November 2016, this was evidenced by a copy of the Resolution provided in the Claimant's submission dated 2 July 2018. Thus, the First Defendant asserts that the reason is misconceived and appears to represent a fundamental misunderstanding of basic principal of LLP Law: *".any wrong done by a member is done to the LLP, not the member personally, and therefore, in principle only the LLP can bring a claim against the wrongdoer.duties are owed to the LLP and therefore it is the proper claimant in an action to remedy a wrong against it*."

46. The First Defendant also argues that the Claimant appears to rely on the principles that would apply in the very different context of a claim by one company shareholder against another, arising out of an infringement of his rights *qua* shareholder, where in such circumstances, the LLP is the proper client and the assertion by the Claimant that "*no law firm would accept instructions to act for the LLP*" is wrong. The fact that the Claimant apparently accepted instructions from the LLP, whilst at the same time considering it wrong to do so, is a further indication of the inadequate level of service which it provided.

47. In response to the Claimant's arguments set out at paragraph 40 above, the First Defendant claims that the initial instructions related to matters of a "personal nature" which are unsupported by any proper evidence and contradict s the express terms of the Retainer. The First Defendant argues that she retained a separate law firm, Izod, to advise her in relation to her divorce. Moreover, the First Defendant asserts that, in the absence of a Power of Attorney, the Claimant could not have acted for her in relation to divorce proceedings before the Dubai Courts, as such a document was never issued.

48. The First Defendant also adds that, the fact she benefited indirectly from the advice received from the Second Defendant is irrelevant. The First Defendant also makes the same argument in relation to the shareholder of a company and, on the Claimant's logic, all shareholders would be clients of a law firm if instructed by the company.

49. The First Defendant also argues that the unsubstantiated assertion made by the Claimant, that the draft 2017 account was raised in the First Defendant's name, is unsurprising given that she was the only remaining member of the Second Defendant. Moreover, it is irrelevant to the question of whether the Second Defendant assumed contractual liability. In the same vein, the use of the First Defendant's personal email account takes matters no further. The First Defendant argues that the Claimant admits in paragraph 7 of it further submissions dated 2 July 2018 that the invoices were addressed to "*Iakopa Ituha LLP*". The First Defendant alleges that it would have been inappropriate and nonsensical to include the Second Defendant as the addressee, if it were not in fact the client.

50. As to the work carried out in relation to the LLP's liquidation, the First Defendant argues that the Claimant was notified of the liquidation and it appears that the Claimant gave no thought to the change of the LLP's status and carried on work regardless.

51. The First Defendant also argues that the arguments raised by the Claimant are no more than a misconceived attempt to establish liability on the part of the First Defendant in circumstances in which its true client (the Second Defendant) has entered liquidation.

52. The Court finds that "*A contract is an agreement giving rise to obligations which are enforced and recognised by Law."* The Claimant charged the Second Defendant fees as expressed in the Retainer, which makes it clear that the Retainer is determinative and not just a document evidencing a contract between the parties.

53. I agree with the First Defendant's arguments that the Retainer leaves no room for ambiguity. It is clear that, the Claimant (who drafted the Retainer) was entering into an agreement with the Second Defendant, in which there is an express term that states "*you would like us to advise Ituha LLP in relation to the removal of Illias from the LLP."*

54. The Claimant argues that due to the nature of the subject matter, the engagement of the Claimant by the Second Defendant would have been a conflict, however, the First Defendant confirmed that her ex-husband was removed from the Second Defendant around November 2016 (before the Claimant entered into an agreement with the Second Defendant). I have examined the Resolution document filed by the Claimant, which confirms that the First Defendant's ex-husband was no longer a shareholder in the Second Defendant, as of November 2016. In addition, pursuant to the Partnership and LLP Law, it is stated that: *". any wrong done by a member is done to the LLP, not the member personally, and therefore, in principle only the LLP can bring a claim against the wrongdoers"*.

55. In relation to the advice regarding personal matters, such as the First Defendant's divorce proceedings in the Dubai Courts, the Claimant failed to provide evidence to support its allegation.

56. I find it clear that the Claimant's client is the Second Defendant and not the First Defendant, and that the First Defendant was dealing with the Claimant in her capacity as an authorised signatory of the Second Defendant. Therefore, I find that the claims against the First Defendant shall be dismissed and the Second Defendant is the relevant party to the Retainer.

The Claimant's waiver of its fees

57. The Claimant argues that the First Defendant relies on a WhatsApp comment from Mr. Irelyn as amounting to a legally binding "waiver" of the Claimant's rights to the outstanding fees. The Claimant further argues that the statement is clearly not a solicitor's undertaking. An "undertaking" is defined in the *Solicitor's Regulation Authority Handbook* as:

> "a statement given orally or in writing, whether or not it includes the work "undertake" or "undertaking", made by or on behalf of you or your firm, in the course of practice, or by you outside the course of practice but as a solicitor or REL, to someone who reasonably places reliance on it, that you or your firm will do something or cause something to be done, or refrain from doing something"

58. The Claimant argues that the statement was not made in the course of practice but was instead made by Mr. Irelyn in his capacity as principal of the Claimant in relation to monies owed to the Claimant, nor was it made outside the course of practice as a solicitor.

59. Further, there was no reliance placed on the statement by the First Defendant or by anyone else, not least because the Claimant quickly clarified that the offer had only been intended to apply to September's time.

60. On the other hand, the First Defendant argues that it is trite law that a party may lose its contractual rights by an express waiver provided that (i) it must be clear and unequivocal; and (ii) the other party acted on the basis of it. Both requirements were plainly satisfied as argued by the First Defendant. (*Chitty on Contracts,* 32nd At 22-044)

61. The First Defendant also argues that the Claimant's express waiver of its fees could not have been clearer. In the context of commercial negotiation between the parties, and no doubt with the intention of preserving goodwill for the purpose of securing future instructions, Mr. Irelyn (on behalf of the Claimant) stated as follows to the First Defendant in the course of a WhatsApp conversation created by Mr. Irelyn under the heading "Ituha arbitration":

> "if after hearing our proposal you want to take the case to [a different firm of lawyers], that is your right and I will write off the time".

62. The First Defendant asserts that the only sensible reading of that statement was that if the First Defendant chose to instruct a different firm, despite any proposal made by the Claimant to reduce its fees, then the Claimant would write off its outstanding fees.

63. The First Defendant argues that in response to Mr. Irelyn's statement, and precisely in accordance with Mr. Irelyn's offer, the First Defendant acted by proceeding to instruct a new firm (Ixion who started recording its time before the Claimant's email on 25 September 2017). Therefore, the First Defendant suggests that the assertion made by the Claimant that "*no reliance was placed on the statement*" is incorrect.

64. The First Defendant also fails to agree with the Claimant's assertions that (i) Mr. Irelyn was "unaware of the indebtedness"; and (ii) that "Mr. Irelyn retracted that statement by an email dated 25 September before the First Defendant had an opportunity to act upon it". The First Defendant argues that the relevant fact is that Mr. Irelyn had authority to make that statement on behalf of the Claimant.

65. The First Defendant also argues that Mr. Irelyn's email dated 25 September 2017, which is relied on by the Claimant as a "retraction" of the offer, clearly shows that that Ixion had already been instructed by the time that email was sent:

> "I understand that Ixion have offered you a very competitive fee deal and that you have decided to move the arbitration from MAD/us to them"

66. The First Defendant also referred to the decision of the English Court of Appeal in *WJ Alan & Co Ltd* [1972] QB 189, where Lord Denning MR said (at P.21):

> "the Principle of waiver is simply this: if one party, by his conduct, leads another to believe that the strict rights arising under the contract will not be insisted upon, intending that the other should act on that belief, and he does act on it, then the first party will not afterwards be allowed to insist on the strict legal rights when it would be inequitable for him to do so. there may be no consideration moving from him who benefits by the waiver. There may be no detriment to him by acting on it. nevertheless, the one who waived his strict rights cannot afterwards insist on them. it may be too late to withdraw: or it cannot be done without injustice to the other party. In that event he is bound by his waiver. He will not be allowed to revert to his strict legal rights."

67. On 21 September 2017, Mr. Irelyn created a WhatsApp Group under the name of "Ituha arbitration". In the WhatsApp conversation, Mr. Irelyn informed the First Defendant that *"if after hearing our proposal you want to take the case to some two bit firm that has offered to finish it for small change (and we both know Dubai is full of people who make big noise about price but then don't deliver) that is your right and I will just write off the time."*

68. Although I have already determined above that the First Defendant is not the Claimant's client, and it has already been noted that the Second Defendant was not represented throughout these proceedings, in order to serve justice, I will consider the arguments and supporting evidence provided by the First Defendant which are also related to the Second Defendant.

69. With regard to the waiver of fees and pursuant to *Chitty on Contracts* (32nd At 22-044): (i) [a waiver] must be clear and unequivocal; and (ii) the other party acted on the basis of it. It is argued by the First Defendant that both of these requirements were plainly satisfied.

70. I find the requirement that `it should be clear and unequivocal' is not satisfied with regard to Mr. Irelyn's WhatsApp conversation to waive the fees as he failed to state the time period that he was willing to write off. I note that the First Defendant acted upon the WhatsApp conversation, however, in my view, the requirements have not been met to successfully establish a waiver

71. However, I am of the view that Mr. Irelyn's email dated 25 September 2017 is clear and stands alone as a waiver of September's fees and the handover fees.

72. The total fees and disbursements amount to the sum of USD 249,618.48, less the invoice for 10 October 2017 in the sum of USD 11,326, and the invoice of 22 November 2017 in the sum of USD 1,419. I am not satisfied that the invoice dated 22 November 2017, which is dated after the termination of the engagement letter between the Claimant and the Second Defendant) and less the amount paid by the First Defendant on behalf of the Second Defendant in the sum of USD 160,394.50, therefore, the total remaining amount is USD 76,478.98.

73. Therefore, I find the Second Defendant liable to pay the Claimant the remaining legal fees in the sum of USD 76,478.98 plus 9% interest pursuant to the DIFC Courts Practice Direction No. 4 of 2017 from the date of this Judgment until the date of payment.

Detailed Assessment

74. As the Second Defendant was not represented at the Small Claims Tribunal Proceedings, there is no requirement for a detailed assessment hearing.

Conclusion

75. The Claimant claimed costs pursuant to Rule 38.15 of the Rules of the DIFC Courts ("RDC"), however, Part 38 of the RDC does not apply in the Small Claims Tribunal.

76. In light of the aforementioned, I find the Second Defendant liable to pay the Claimant the sum of USD 76,478.98 plus 9% interest from the date of the Judgment until the full payment.

77. I dismiss all claims made against the First Defendant.

78. The Second Defendant is liable to pay the Claimant the Court filing fee in the sum of USD 3,823.94



Issued by:

Nassir Al Nasser

SCT Judge

Date of Issue: 9 August 2018

At: 3pm