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 H.E. JUSTICE NASSIR AL NASSER

BETWEEN

MADDOX

Claimant

and

MIGUEL

Defendant

Hearing : **21 January 2022**
Judgment : **1 February 2022**

JUDGMENT OF H.E. JUSTICE NASSIR AL NASSER

UPON a Hearing having been listed before H.E Justice Nassir Al Nasser on 21 January 2022, with the Claimant's and the Defendant's representatives in attendance

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

IT IS HEREBY ORDERED THAT:

1. The Claimant's claim shall be dismissed.

2. Each party shall bear its own costs.

Issued by:
Nassir Al Nasser
SCT Registrar
Date of Issue: 1 February 2022
At: 12pm

THE REASONS

Parties

1. The Claimant is Maddox (the "Claimant"), an advisory service provider, registered in Dubai and located in Office x, Level x, Emirates Towers District, Dubai, UAE.

2. The Defendant is Miguel (the "Defendant"), a company registered and located in Madrid, Spain.

Background and Procedural History

3. The underlying dispute arises over an event management and representation agreement signed by the Claimant and the Defendant on 5 January 2021 (the "Agreement").

4. On 19 October 2021, the Claimant filed a claim seeking an amount of AED 54,000 from the Defendant as payment of the balance of the professional fees arising out of the Agreement.

5. On 8 December 2021, the Defendant filed its defence to this claim.

6. The parties met for a Consultation with SCT Judge Hayley Norton on 1 November 2021, and SCT Judge Ayman Saey on 10 November 2021 but were unable to reach a settlement.

7. In line with the rules and procedures of the SCT, this matter was referred to me for determination, pursuant to a Hearing held on 8 December 2021, 5 January 2022 and 21 January 2022, at which the Claimant and the Defendant's representatives were in attendance.

Claim

8. The Claimant submits that pursuant to the Agreement, the Claimant has performed its obligations but the Defendant has failed to perform its

contractual obligations by paying the Claimant the sum of AED 54,000.

9. The Claimant submits that Clause 6 of the Agreement provides the following:

> "it has been agreed by the parties that the "consultant" shall be entitled to the following amount against services provided according to this Agreement:
>
> 1. The amount of EUR 15,000 fifteen thousand euros against obtaining the targeted brands, sponsors and/or investors, with the estimated value of EUR 51,000 fifty-one thousand euros payable in three instalments as following:
>
> a. 1st instalment EUR 2,500 upon signing of the Agreement
>
> b. 2nd instalment after 15 days of singing agreement EUR 7,500
>
> c. 3rd instalment 15 days after the 2nd payment EUR 5,000
>
> 2. Percentage of (10%) of the value of monetary sponsorship awarded to the "client", half of it shall be paid upon receiving of payment by the "client".

10. Therefore, the Claimant submits that the Defendant failed to pay the sums as stated in the Agreement, and therefore filed a claim with the SCT for the AED 54,000.

Defence

11. In response to the Claim, the Defendant submits that there are two agreements of concern, one signed by the Claimant and the other signed by the Defendant.

12. The Defendant submits that the Agreement was received by the Defendant, and then amended and returned to the Claimant for its review by way of an email dated 7 January 2021. The relevant email reads as follows:

> "Dear Sir,
>
> Please find attached the contract with some additional information, that we invite you to revise them, if everything if ok, we will give it back to sign on our part".

13. The Defendant submits that it had amended clause 6 of the Agreement to read as follows:

> "it has been agreed by the parties that the "consultant" shall be entitled to the following amount against services provided according to this Agreement:
>
> 1. The amount of EUR 15,000 fifteen thousand euros against obtaining the targeted brands, sponsors and/or investors, with the estimated value of EUR 51,000 fifty-one thousand euros payable in three instalments as following:
>
> (a) 1st instalment EUR 2,500 upon signing of the Agreement
>
> (b) 2nd instalment after 15 days of singing agreement EUR 7,500
>
> (c) 3rd instalment 15 days after the 2nd payment EUR 5,000
>
> 2. Percentage of (10%) of the value of monetary sponsorship awarded to the "client", half of it shall be paid upon receiving of payment by the "client.
>
> The Consultant will transfer to the Client the amounts granted by the brands, and/or sponsorship, and/or investors after deducting the agreed commission of 10% and the 2 and 3 payment mentioned above."

14. The Defendant submits that the Claimant failed to obtain the value of EUR 51,000 from targeted brands, sponsors and/or investors. Therefore, as per the amended Agreement the Defendant alleges that the Claimant is not entitled to the 2nd and 3rd payments.

Discussion

15. There are two Agreements, one signed by the Claimant and the other being an amended Agreement signed by the Defendant. The question arises as to which of the Agreements shall be considered as the final Agreement.

16. The Claimant provided the Defendant with an Agreement signed and dated 5 January 2021. On 7 January 2021, the Defendant sent the Claimant an email with the attached amended Agreement for it review.

17. At the hearing, the Claimant acknowledged the amended Agreement and provided an email from the Defendant which attached the amended Agreement as signed by the Defendant.

18. Therefore, I find that the Amended Agreement supersedes the first Agreement signed by the Claimant as it was received later and acknowledged by the Claimant. In addition, the Claimant failed to provide any evidence that it did not agree with the amendments made by the Defendant.

19. As per the amendments, in order for the Claimant to receive the 10% commission, and the 2nd and 3rd payments, the Claimant was required

to obtain the sum of EUR 51,000 from targeted brands, sponsors and/or investors. After which, the Claimant would transfer the amounts granted to the Defendant after deducting the 10% commission, and the 2nd and 3rd payments.

20. The Claimant failed to provide evidence that it had obtained the estimated amount of EUR 51,000.

21. Therefore, I find that the Claimant failed to fulfil its part of the Agreement to receive the sums claimed as the 2nd and 3rd payments in the sum of AED 12,500 which is equivalent to AED 54,000.

Conclusion

22. In light of the aforementioned, the Claimant's claim shall be dismissed.

23. Each party shall bear its own costs.