**THE DUBAI INTERNATIONAL FINANCIAL CENTRE COURTS**

**IN THE SMALL CLAIMS TRIBUNAL OF DIFC COURTS**

BETWEEN

**LATRELL**

Claimant

and

**LAWAHIZ**

Defendant

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**ORDER WITH REASONS OF H.E. JUSTICE NASSIR AL NASSER**

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**UPON** the Defendant's Acknowledgment of Service dated 25 April 2022 setting out its intention to contest the DIFC Courts' jurisdiction

**AND UPON** this Claim having been called on 9 May 2022 for a Jurisdiction Hearing before H.E. Justice Nassir Al Nasser, with the Claimant's and the Defendant's representatives in attendance

**IT IS HEREBY ORDERED THAT:**

1. The Defendant's contest to the DIFC Courts' jurisdiction is denied.

2. The DIFC Courts has the jurisdiction to hear and determine this claim.

Issued by:
**Ayesha Bin Kalban**
SCT Registrar
Date: 10 May 2022
At: 11am

**SCHEDULE OF REASONS**

1. The Claimant is Latrell (the "Claimant"), a company located in, Sharjah, UAE.

2. The Defendant is Lawahiz (the "Defendant"), a company registered and located in Dubai, UAE.

3. On 22 April 2022, the Claimant filed a claim in the DIFC Courts Small Claims Tribunal claiming payment in relation to unpaid invoices in the sum of AED 65,690.56 pursuant to a Local Purchase Order made by the Defendant to the Claimant (the "LPO").

4. On 25 April 2022, the Defendant filed its Acknowledgment of Service contesting the jurisdiction of the DIFC Courts.

5. The Defendant submits that it has contacted the Claimant to supply Diesel Generators. The Claimant provided the Defendant with a quotation which did not include wording by virtue of which the DIFC Courts would be selected as the parties' forum of choice. The Defendant then issued an LPO which also does not mention a clause to the effect set out above. The Defendant therefore is of the view that the parties have not consented to resolve their disputes through the DIFC Courts.

6. The Claimant submits that the Tax invoices issued reads that *"if any dispute will be subject to DIFC Courts"* [sic]. The Claimant adds that the Tax Invoice was received and accepted by the Defendant. As such, the Claimant submits that the Defendant's acceptance of the Tax Invoice establishes acceptance of the DIFC Courts' jurisdiction.

7. I find that the jurisdiction clause in the Tax Invoice is sufficient to establish that the parties have agreed to `opt-in' to the jurisdiction of the DIFC Courts in cases where the Defendant has accepted the tax invoice and acted upon it. The Claimant submitted invoices which were signed as received by the Defendant.

8. Therefore, I find that the Defendant has accepted the `opt-in' to the DIFC Courts Jurisdiction by accepting the Tax Invoices.

9. Article of 5(A) of the JAL sets out the DIFC Courts' jurisdiction over:

> "(a) Civil or commercial claims and actions to which the DIFC or any DIFC Body, DIFC Establishment or Licensed DIFC Establishment is a party;
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> (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. . .

. . . 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."

10. I find that the parties are not DIFC registered companies but have agreed in writing to `opt-in' to the jurisdiction of the DIFC Courts by way of the Tax Invoice submitted by the Claimant to the Defendant.

11. Therefore, I am of the view that the DIFC Courts has jurisdiction to hear and determine this Claim.