Claim No. SCT 092/2019

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

JACKSON MIDDLE EAST SCAFFOLDING CONTRACTING LLC

Claimant

and

JIA GROUP DMCC

Defendant

Hearing: 21 March 2019

Judgment: 25 March 2019

JUDGMENT OF SCT JUDGE NASSIR AL NASSER

UPON hearing the Claimant's representative at the hearing;

AND UPON the Defendant failing to attend the hearing although served notice of the hearing date;

AND PURSUANT TO Rule 53.61 of the DIFC Courts, if a Defendant does not attend the hearing and the Claimant does attend the hearing, the SCT may decide the claim on the basis of the evidence of the Claimant alone;

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 472,261.68 in relation to unpaid invoices.

2.The Defendant shall pay the Claimant the DIFC Court fee in the sum of AED 23,613.08.

Issued by:

Nassir Al Nasser

SCT Judge

Date of issue: 25 March 2019

At: 12pm

THE REASONS

The Parties

1.The Claimant is Jackson Middle East Scaffolding Contracting LLC (hereafter "the Claimant"), a company registered in Dubai located at, Dubai, UAE.

2. The Defendant is Jia Group DMCC (hereafter "the Defendant"), a company registered in Dubai, located at, Dubai, UAE.

Background and the Preceding History

3. The underlying dispute arises over an agreement with regard to scaffolding works performed by the Claimant for the Defendant pursuant to an agreed and signed quotation of rates and a Local Purchase Order ("the Agreement"), and the Defendant's failure to pay the Claimant the sums due pursuant to the Agreement.

4. On 20 February 2019, the Claimant filed a claim in the DIFC Courts' Small Claims Tribunal (the "SCT") for payment of AED 472,261.68.

5. On 26 February 2019, the Defendant acknowledged the claim with an intention to defend all of the claim but failed to file a defence.

6. The parties met for a Consultation with SCT Judge Ayesha Bin Kalban on 4 March 2019 but were unable to reach a settlement.

7. On 21 March 2019, a hearing was listed before me, at which only the Claimant's representative attended, and the Defendant was absent although served notice of the Hearing.

The Claim

8. The Claimant's case is that they entered into an agreement with the Defendant for scaffolding works. The Claimant provided the Contract quote which was agreed and signed by the Defendant and detailed the rates of the scaffolding works. Pursuant to the Quotation, the Claimant invoiced the Defendant.

9. The Claimant provided a ledger account which specifies the rates in total the sum of AED 958,376.20. The Claimant confirmed that the Defendant paid the sum of AED 486,114.52 and the remaining balance outstanding is AED 472,261.68.

The Defence

10. The Defendant failed to attend the hearing although they were notified of the hearing date.

Discussion

11. The parties are both registered and located outside of the DIFC but have opted into the DIFC Courts Jurisdiction as can be seen in Clause 7 of the Terms and Conditions in the quote order which states the following: "any dispute, difference, controversy or claim arising out of or in connection with this contract, including (but not limited to) any question regarding its existence, validity, interpretation, performance, discharge and applicable remedies, shall be subject to the exclusive jurisdiction of the Courts of the Dubai International Financial Centre (the "DIFC Courts")."

12. Article 5(A) of the judicial authority law, Dubai Law No. 12 of 2004, as amended provides a number of limited gateways through which the DIFC Courts have jurisdiction over a claim, which are, as relevant:

> "(a) Civil or commercial claims and actions to which the DIFC or any DIFC Body, DIFC Establishment or Licensed DIFC Establishment is a party;
>
> (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. . .
>
> (2) . . . 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."

13. Therefore, pursuant to Article (5)(A) of the Judicial Authority Law, Dubai Law No. 12 of 2004, as amended, the DIFC Courts have the authority to hear and determine this claim.

14. The Claimant filed a claim for outstanding invoices in the sum of AED 472,261.68.

15. The Defendant failed to attend the hearing, although acknowledged the claim with an intention to defend the claim, however, the Defendant failed to provide evidence.

16. Therefore, I find that the Defendant is liable to pay the Claimant the sum of AED 472,261.68 as per the Agreement and the invoices provided.

Conclusion

17. In light of the aforementioned, I find that the Defendant shall pay the Claimant the total sum of AED 472,261.68 being the payments for the invoices.

18. The Defendant shall pay the Claimant the court fee in the sum of AED 23,613.08.

Issued by:

Nassir Al Nasser

SCT Judge

Date of Issue: 25 March 2019

At: 12pm