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 MAHA AL MHEIRI

BETWEEN

LATISH

Claimant

and

LOVYA RESTAURANT & BAR LTD

Defendant

Hearing : **21 April 2021**
Judgment : **22 April 2021**

JUDGMENT OF H.E JUSTICE MAHA AL MHEIRI

UPON this Claim being filed on 6 April 2021

AND UPON a hearing having been listed before H.E. Justice Maha Al Mheiri on 21 April 2021, with the Claimant and the Defendant's representative 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 claims are dismissed.

2. Each party shall bear their own costs.

Issued by:
Ayesha Bin Kalban
SCT Judge and Deputy Registrar
Date of issue: 22 April 2021
At: 10am

THE REASONS

The Parties

1. The Claimant is Latish (the "Claimant"), an individual filing a claim regarding his employment at the Defendant company.

2. The Defendant is Lovya restaurant & Bar LTD (the "Defendant"), a restaurant located in Dubai International Financial Centre ("DIFC").

Background and the Preceding History

3. The underlying dispute arises over the employment of the Claimant by the Defendant pursuant to an Employment Contract dated 4 December 2019 (the "Employment Contract"). The Claimant was hired as a `Head Sommelier' with a monthly salary of AED 12,000 consisting of the following:

(a) Basic allowance in the amount of AED 6,000; and

(b) Other allowances in the amount of AED 6,000.

4. The Claimant's employment with the Defendant continued until February 2020, when the Claimant was absent from work for 2 days without prior notice to the Defendant. On 3 February 2020, the Defendant issued a termination letter with immediate effect, setting out a final settlement computation of the Claimant's end of employment entitlements.

5. The Claimant submits that he only received his final settlement before boarding a flight and was surprised by the deductions made to his settlement by the Defendant, which, the Claimant submits, he did not consent to.

6. On 6 April 2021, the Claimant filed a claim in the DIFC Courts' Small Claims Tribunal (the "SCT") claiming AED 9,414 as reimbursement for the deductions made by the Defendant.

7. The parties met for a Consultation with SCT Judge Hayley Norton on 14 April 2021 but were unable to reach a settlement. In line with the rules and procedures of the SCT, this matter was referred to me for determination, pursuant to a Hearing held on 21 April 2021.

8. At the Hearing, the Defendant submitted that the Claimant accepted and signed his final settlement entitlements and did not contest the amount at any point. in addition, the Defendant submits that all the deductions were made in accordance with the Claimant's Employment Contract.

Discussion

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

10. In reviewing the case file, one crucial factor that effects the Court's ability to determine the Claimant's entitlement came to light.

11. It is the Claimant's submission in all the evidence submitted to the Court that his last working day with the Defendant is 28 January 2020. There is no other evidence submitted demonstrating that the Claimant was working beyond that date. In addition, the Defendant confirmed that the termination of his employment was made with immediate effect.

12. Article 10 of the DIFC Employment Law which sets out the limitation period for which an employee can bring their claim before the Court

> "10. Limitation Period
>
> Subject to Article 61(2), a Court shall not consider a claim under this Law unless it is brought to the Court within six (6) months of the relevant Employee's Termination Date."

13. In light of the above finding, I have determined that the Claimant's claims are time-barred having exceeded the 6 months' limitation period from the Claimant's termination date, and as such the Claimant's claims are dismissed.