Claim No. SCT 200/2020 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 LIMONA Claimant and LANEUR HOLDING LIMITED Defendant Hearing : 12 August 2020 Judgment : 13

Claim No. SCT 200/2020

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

LIMONA

Claimant

and

LANEUR HOLDING LIMITED

Defendant

Hearing **: 12 August 2020**
Judgment **: 13 August 2020**

JUDGMENT OF SCT JUDGE AND REGISTRAR NASSIR AL NASSER

UPON the Claim Form being filed on 18 June 2020

AND UPON the Defendant filing an Acknowledgment of Service with an intention to defend part of the claim dated 25 June 2020

AND UPON the parties being called on 30 June 2020 and 9 July 2020 for a Consultation with SCT Judge Maha Al Mehairi

AND UPON the parties having partially settled this claim

AND UPON a Hearing having been held before SCT Judge Nassir Al Nasser on 12 August 2020, at which the Claimant appeared, however, the Defendant's representative failed to attend

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

AND PURSUANT TO Rule 53.61 of the Rules of the DIFC Courts

IT IS HEREBY ORDERED THAT:

1. The Defendant shall pay the Claimant the sum of AED 46,347.96.

2. The Defendant shall pay the Claimant the Court fees in the sum of AED 2,045.31.

Issued by:
Ayesha Bin Kalban
SCT Judge and Deputy Registrar
Date of issue: 13 August 2020
At: 11am

THE REASONS

The Parties

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

2. The Defendant is Laneur Holding Limited, a company registered in the DIFC (the "Defendant").

The Preceding History

3. The underlying dispute arises over the employment of the Claimant by the Defendant pursuant to an employment contract dated 10 March 2020 (the "Employment Contract").

4. On 27 May 2020, the Defendant terminated the Claimant's Employment Contract with immediate effect.

5. On 18 June 2020, the Claimant filed a claim in the DIFC Courts' Small Claims Tribunal (the "SCT") claiming the total sum of AED 105,947.58 which consists of the following sums:

(a) Salary for May 2020 in the sum of AED 21,000;

(b) May 2020 Expenses paid by the Claimant in the sum of AED 362.50;

(c) End of Service Gratuity in the sum of AED 34,555.07;

(d) Annual leave balance of 8.5 days in the sum of AED 8,030.01;

(e) Two-months' notice period in the sum of AED 42,000; and

(f) The Court fees.

6. On 25 June 2020, the Defendant responded to the claim by filing an Acknowledgment of Service setting out its intention to defend part of this claim.

7. The parties met for a Consultation before SCT Judge Maha Al Mehairi on 9 July 2020, at which the parties were able to settle part of this claim, in the sum of AED 55,917.57, which consists of the following claims:

(a) Salary for May 2020 in the sum of AED 21,000;

(b) May 2020 Expenses paid by the Claimant in the sum of AED 362.50; and

(c) End of Service Gratuity in the sum of AED 34,555.07.

8. Thereafter, the parties attended a hearing listed before me on 7 July 2020, in accordance with the Rules and procedures of the SCT.

Discussion

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

10. As per the Employment Contract, the Claimant's monthly salary was in the sum of AED 21,000.

11. The only issue remaining for determination relates to the two-months' notice period in the sum of AED 42,000, Annual Leave in lieu in the sum of AED 8,030.01, as well as the court fees.

12. As per the Employment Contract, the notice period for terminating the employment relationship is two months. However, the Defendant argues that due to the COVID-19 pandemic, and pursuant the DIFC Presidential Directive No 4 of 2020 in respect of COVID-19 Emergency Measures, the Defendant offered a settlement of one-month notice in the sum of AED 21,000.

13. The Claimant also claimed 8.5 days of accrued but untaken annual leave in the sum of AED 8,030.01. At the hearing, the Defendant argued that it was willing to offer a settlement of AED 3,348.33 for the leave in lieu.

Findings

14. The DIFC Presidential Directive No. 4 of 2020 in respect of the COVID-19 Emergency Measures allows an employer to impose measures upon its employees during the employment period but does not make any reference to the applicability of this upon the termination of an Employment Contract. In this case at hand, the Employee was terminated and hence is entitled to her notice period in accordance with the Employment Contract. Therefore, I find that the Claimant is entitled to two-months' notice as per the Employment Contract in the sum of AED 42,000.

15. The Claimant also claimed 8.5 days of accrued but untaken annual leave in the sum of AED 8,030.01. The Claimant was employed from 10 March 2020 to 27 May 2020 (the termination date with immediate effect). The Claimant was an employee of the Defendant for 2 months and 17 days. Therefore, the Claimant is entitled to 21 days' annual leave per annum. As the Claimant worked for 2 months and 17 days, I find that the Claimant is entitled to a total of 4.486 days (21/12 = 1.75 per month/30 = 0.058 per day, of which the Claimant worked for 2 months x 1.75 = 3.5 days + 0.986 (17 x 0.058) = 4.486 days.

16. As per Article 28(3) of the DIFC Employment Law "Compensation in Lieu of Vacation Leave, or any amount owed by the Employee in respect of excess Vacation Leave taken, shall be calculated using the Employee's Daily Wage at the Termination Date".

17. As per the DIFC Employment Law, the daily wage is defined as "an Employee's Annual Wage divided by two hundred sixty (260) for an Employee that works five (5) days per Work Week".

18. The Claimant's monthly salary was AED 21,000 x 12 / 260 = AED 969.23 daily wage.

19. Therefore, I find that the Claimant is entitled to compensation in lieu of vacation in the sum of AED 969.23 x 4.486 = AED 4,347.96.

20. In relation to the Court fees, as the Claimant has been successful in her claims, I therefore find that she is entitled to recover the Court fees in the sum of AED 2,045.31. This calculation is based on the Claimant's success in the Claim, in the sum of AED 102,265.53 (the consent order and the Judgment) x 2% = AED 2,045.31.

Conclusion

21. In light of the aforementioned, it is hereby ordered that the Defendant shall pay the Claimant the sum of AED 46,347.96.

22. The Defendant shall pay the Claimant the Court fees in the sum of AED 2,045.31.

Issued by:
Ayesha Bin Kalban
SCT Judge and Deputy Registrar
Date of issue: 13 August 2020
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