Claim No. SCT 328/2017

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

ICARUS

Claimant

and

IBBIE LTD

Defendant

Hearing: **15 January 2018**

Judgment: **18 January 2018**

JUDGMENT OF SCT JUDGE NASSIR AL NASSER

UPON hearing the Claimant and the Defendant

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 168,456.36.

2. All other claims are dismissed.

3. The Defendant shall pay the Claimant the Court fees in the sum of AED 7,817.45.

Issued by:

Nassir Al Nasser

SCT Judge

Date of issue: 18 January 2018

At: 2pm

THE REASONS

The Parties

1.The Claimant is Icarus (herein "the Claimant"), a Law Firm registered in the DIFC.

2. The Defendant is Bibbie Ltd (herein "the Defendant"), a company registered in the DIFC.

Background and the Preceding History

3. The underlying dispute arises over the payment of outstanding professional fees for legal services provided by the Claimant to the Defendant pursuant to a Letter of Engagement dated 22 May 2016 and the Claimant's Standard Terms of Business (the "Agreement").

4. The Claimant commenced work on the instructions of the Defendant and completed the work pursuant to the Letter of Engagement. In accordance with the Letter of Engagement, the Claimant issued invoices to the Defendant in respect of the legal services it provided. However, these invoices remain unpaid and interest continued to accrue in default of payment.

5. The parties met for a Consultation with SCT Officer Ayesha Bin Kalban on 17 and 20 December 2017 but were unable to reach a settlement.

6. Both parties attended the hearing before me listed on 15 January 2018.

The Claim

7. The Claimant alleges that on or around 17 May 2016, the Defendant approached the Claimant for its legal assistance in relation to a DFSA risk assessment and a potential negligence claim against the Defendant.

8. The Claimant also alleges that on 22 May 2016, the Claimant provided the Defendant with a Letter of Engagement by email together with Terms of Business, which the Defendant agreed to by signing the Letter of Engagement and sending a copy to the Claimant. The Claimant commenced work on the instruction of the Defendant and completed the work as set out in the Letter of Engagement.

9. In accordance with the Agreement, the Claimant issued two separate invoices in relation to the works it had performed.

10. The Claimant issued the first invoice on 3 August 2016, pursuant to clause 6 of the Agreement, for the amount of AED 99,240. Furthermore, the Claimant issued a second invoice on 26 September 2016, pursuant to clause 6 of the Agreement, for the amount of AED 40,730.

11. The Claimant then alleges that Mr Ichiro acknowledged receipt of the second invoice on 3 October In addition, the Claimant asserts that he had enquired about payment of the total amount that was outstanding at that time on several occasions.

12. The Claimant then asserts that pursuant to clause 5 of the Terms of Business, a 10% charge for interest that would accrue on the outstanding amount of the First and Second invoice being in default one month from date of receipt.

13. The Claimant asserts that the Defendant responded by emails dated 19 October 2016, 31 October 2016, 21 November 2016 and 22 November 2016 confirming that it would pay the total amount that was outstanding at the time. However, the Defendant failed to make any payment to the Claimant.

14. The Claimant further asserts that it had sought payment of the amount due in relation to the two invoices by emails dated 3 January 2017, 15 January 2017, 1 March 2017 and 6 March 2017, however, no payment was made by the Defendant.

15. In addition, the Claimant alleges that on 6 March 2017, the Claimant wrote to the Defendant to formally demand payment and to explain that if payment was not received by 9 March 2017, the Claimant would commence legal proceedings in respect of the outstanding amount.

16. However, the Defendant failed to pay the outstanding amount due.

17. The Claimant filed this claim seeking Judgment in the total amount of AED 168,456.36 which includes the outstanding amount as per the two invoices plus interest. The Claimant also claimed the Court fees.

The Defence

18. The Defendant intended to defend part of the claim, but failed to file a defence.

19. The Defendant at the hearing admitted the claim and agreed to pay the amount claimed which includes interest and the Court fees.

Conclusion

20. In light of the aforementioned, the Defendant is liable to pay the Claimant in respect of the two invoices plus interest in the sum of AED 168,456.36.

21. All other claims are hereby dismissed.

22. The Defendant shall pay the Claimant the Court fees in the sum of AED 7,817.45.

Issued by:

Nassir Al Nasser

SCT Judge

Date of Issue: 18 January 2018

At: 2pm