



[About](#) ▾
 [Services](#) ▾
 [Rules & Decisions](#) ▾
 [Media Centre](#) ▾
 [Login](#) ▾

Home (<https://www.difccourts.ae/>) / Rules & Decisions (<https://www.difccourts.ae/rules-decisions/rules>)

/ Judgments & Orders (<https://www.difccourts.ae/rules-decisions/judgments-orders>)

/ Small Claims Tribunal (<https://www.difccourts.ae/rules-decisions/judgments-orders/small-claims-tribunal>) / Natara V Naushad [2024] DIFC SCT 328

Natara V Naushad [2024] DIFC SCT 328

OCTOBER 15, 2024 SCT - JUDGMENTS AND ORDERS

Claim No. SCT 328/2024

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

NATARA

Claimant

and

NAUSHAD

Defendant

Hearing :	8 October 2024
Judgment :	15 October 2024

JUDGMENT OF H.E. JUSTICE MAHA AL MHEIRI

UPON this Claim being filed on 29 July 2024 and amended on 25 September 2024 (the "Claim")

AND UPON a hearing having been listed before H.E. Justice Maha Al Mheiri on 8 October 2024, with the Claimant in attendance and the Defendant absent although served Notice of the Hearing Date (the "Hearing")

AND PURSUANT to Rule 53.61 of the Rules of the DIFC Courts, it is stated that: "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 only."

IT IS HEREBY ORDERED THAT:

1. The Defendant shall pay the Claimant the sum of AED 111,391.63.
2. The Defendant shall pay the Claimant the Court fee in the sum of AED 2,578.08.

Issued by:
Hayley Norton
SCT Judge and Assistant Registrar
Date of issue: 15 October 2024
At: 12pm

THE REASONS

The Parties

1. The Claimant is Natara (the “Claimant”), an individual filing a claim regarding her employment at the Defendant company.
2. The Defendant is Naushad (the “Defendant”), a company registered in the DIFC, Dubai, UAE.

Background and the Preceding History

3. The underlying dispute arises over the employment of the Claimant by the Defendant. On 24 March 2005, the Claimant was hired as an ‘Office Secretary’, for a monthly salary of AED 4,000. The Claimant was promoted several times during her employment with the Defendant. On 7 June 2024, the Claimant received a promotion on her monthly salary to AED 18,500, consisting of:

- (a) Basic salary in the amount of AED 12,642; and
- (b) Other allowance in the amount of AED 5,858.

4. On July 2024, the Defendant was facing cash flow issues which resulted in the Claimant being not paid for August 2024. The Defendant started facing financial difficulties which led the Defendant to initiate the insolvency process.

5. On 25 September 2024, the Claimant filed an amended claim with the DIFC Courts’ Small Claims Tribunal (the “SCT”) claiming the amount of AED 272,191, set out as follows:

- (a) AED 29,600 for the monthly salary for August and September 2024;
- (b) 3-month notice period in the amount of AED 55,500;
- (c) Payment in lieu of 24.5 days of untaken annual leave in the amount of AED 20,937;
- (d) AED 29,744 net amount from her end of service gratuity from 24 March 2005 to 31 January 2020;
- (e) DEWS payment for the month of September 2024 in the amount of AED 1,053; and
- (f) The pro-rated amount for an annual ticket in the amount of AED 8,195.

6. The parties met for a Consultation with SCT Judge Maitha Al Shehhi on 28 August 2024 but were unable to reach a settlement.

7. In line with the rules and procedures of the SCT, this matter was referred to me for determination, pursuant to a hearing held on 8 October 2024 at which the Claimant was present, and the Defendant was absent (the “Hearing”).

8. RDC 53.61 of the Rules of the DIFC Courts stipulates that “if a defendant does not attend the hearing and the claimant does attend the hearing, the SCT may decide the claim on basis of the evidence of the claimant only”.

Discussion

9. This dispute is governed by DIFC Employment Law No. 4 of 2021 (the “DIFC Employment Law”) in conjunction with the relevant Employment Contract.

10. I shall set out below each of the Claimant’s claims. The Defendant failed to provide any defence, so I shall rely on the Claimant’s submission at the Hearing and the supporting documents only.

11. After the Hearing the Claimant informed the Court that she received her salary payments for August and half of September. She has also confirmed that her DEWS payment for the month of September was paid.

12. The Claimant also submitted new claims which I will not address in my findings below and will only address the claims requested in the Amended Claim Form.

Outstanding salary

13. The Claimant is requesting the remainder of her unpaid salary for September 2024 to the amount of AED 9,250. The Defendant failed to provide any evidence to demonstrate that the Claimant had received her salaries during the requested dates.

14. I am of the view that the Claimant is entitled to receive her pending salary payments for 15 days of September 2024. The Claimant's claim in respect of outstanding salary shall be paid in the amount of AED 9,250.

3-month notice period

15. The Claimant also seeks payment for her 3-month notice period. The Defendant failed to provide any evidence to demonstrate that the Claimant is not entitled to 3-month notice.

16. Article 62 of the DIFC Employment Law reads as follows:

"PART 10: TERMINATION OF EMPLOYMENT

62. Minimum notice periods

(1) An Employer or an Employee may terminate an Employee's employment without cause in accordance with this Article.

(2) Subject to Articles 62(3), 62(4), 62(6) and 63, the written notice required to be given by an Employer or Employee to terminate the Employee's employment shall not be less than:

(a) seven (7) days, if the period of continuous employment of the Employee is less than three (3) months, including any period of Secondment;

(b) thirty (30) days, if the period of continuous employment of the Employee is in excess of three (3) months but less than five (5) years, including any period of Secondment; or...

(c) ninety (90) days, if the period of continuous employment of the Employee is in excess of five (5) years, including any period of Secondment."

17. As the Claimant worked for the Defendant from 24 March 2024, (i.e. more than 5 years), she is entitled to 3 months' notice, as per the DIFC Employment Law. In light of this, I have determined that the Defendant shall pay the Claimant AED 55,500 for her 3 months' notice.

Payment in lieu of untaken annual leave

18. The Claimant claims the amount of AED 20,937 which reflects the 24.5 days of annual leave accrued in 2024.

19. The Defendant failed to provide any submissions to prove that the Claimant has been paid the pending annual leave.

20. The Claimant is claiming her leave until the end of September 2024. The pro-rated days availed from 1 January to September 2024 have accrued to 22.5 days.

21. As such, I find that the Claimant shall be paid the amount of AED 20,236.25 (AED 18,500 x 12/260 = AED 853.85 x 22.5 days = AED 19,211.63).

End of Service Gratuity

22. Article 19 of the DIFC Employment Law stipulates the following:

"(1) An Employer shall pay to an Employee, within fourteen (14) days after the Termination Date:

a. all Remuneration...

where applicable, any Gratuity Payment that accrued prior to the Qualifying Scheme Commencement Date under Article 66(1) not transferred to a Qualifying Scheme under Article 66(6)"

23. Article 66 of the DIFC Employment Law states, where relevant, that:

"(1) An Employee who is not required to be registered with the GPSSA under Article 65(^), and who completes continuous employment of at least one (1) year with their employer, before or after the Qualifying Scheme Commencement Date is entitled to a Gratuity Payment for any period of service prior to the Qualifying Scheme Commencement Date on the termination of their employment. ...

(^) An Employee's Gratuity Payment shall be calculated as follows:

(a) an amount equal to twenty one (21) days of the Employee's Basic Wage for each year of the first five (5) years of service prior to the Qualifying Scheme Commencement Date; and

(b) an amount equal to thirty (30) days for the Employee's Basic Wage for each additional year of service prior to the Qualifying Scheme Commencement Date. ...

...

(7) From the Qualifying Scheme Commencement Date an Employer shall, on a monthly basis, pay to a Qualifying Scheme, for the benefit of each Employee who is not an Exempted Employee, an amount equal to as least the Core Benefits, which shall be calculated as follows:

(a) five point eight three percent (5.83%) of an Employee's Monthly Basic Wage for the first (5) years of an Employee's service, inclusive of any period of employment of Secondment served to prior to the Qualifying Scheme Commencement Date; and

(b) eight point three three percent (8.33%) of an Employee's Monthly Basic Wage for each additional year of service..."

24. The abovementioned clauses provide that an employer is required to pay amounts equal to the core benefits set out by the DIFC Employment Law, and that such amounts to be paid into a Qualifying Scheme. The gratuity payment to be paid must be for any period of service prior to the Qualifying Scheme Commencement Date, which is defined in the Law to be 1 February 2020. Therefore, I find that the Claimant is entitled to her gratuity payment, as accrued until 31 January 2020, shown below.

25. The Claimant's basic wage is AED 12,642, and the gratuity payment is to be calculated against the period of service from the Claimant's first working day with the Defendant until 31 January 2020. The Claimant worked from 24 March 2005, meaning the period of service to be calculated for gratuity is 14 years and 10 months 7 days.

EOS Gratuity for 2005	6,767.37
EOS Gratuity for 2006	8,728.23
EOS Gratuity for 2007	8,728.23
EOS Gratuity for 2008	8,752.14
EOS Gratuity for 2009	8,728.23
EOS Gratuity for 2010	1,960.86
EOS Gratuity for 2010	9,667.67
EOS Gratuity for 2011	12,468.90
EOS Gratuity for 2012	12,503.06
EOS Gratuity for 2013	12,468.90
EOS Gratuity for 2014	12,468.90
EOS Gratuity for 2015	12,468.90
EOS Gratuity for 2016	12,503.06
EOS Gratuity for 2017	12,468.90
EOS Gratuity for 2018	12,468.90
EOS Gratuity for 2019	12,468.90
EOS Gratuity for 2020	1,059.00
Total amount	AED 166,680

26. According to the calculations the Claimant is entitled to AED 166,680. It is the Claimant's submission that she took an advance against her end of service gratuity in the amount of AED 139,250 during her time with the company.

27. In accordance with the above, the Claimant is entitled to AED 27,430 for gratuity payment.

Expense Claim

28. The Claimant also requested the amount of AED 8,195 for a pro-rated annual air ticket. The Claimant submits that she calculated the amount based on her previous annual air ticket provided each year by the company.

29. The DIFC Employment Law is silent on an employee's entitlement to airfare. Such a benefit is common in employment relationships, and the general practice in this Court is to proceed with what is agreed upon by the parties. According to the Claimant, it appears that the Claimant receives an air ticket every year from the Defendant.

30. As such the Defendant shall pay the Claimant the pending amount of AED 8,195.

Conclusion

31. In light of the aforementioned, I find that the Defendant shall pay the Claimant the sum of AED 111,391.63.

32. The Defendant shall pay the Claimant the amount of AED 2,578.08 for court fees.

Useful Links : DFSA (<https://dfsa.ae>) , DIFC (<https://www.difc.ae/>) ,
DIFC Laws and Regulations Legal Database (<https://www.difc.ae/business/laws-and-regulations/legal-database>) ,
Dubai Courts (<https://www.dc.gov.ae/PublicServices/Home.aspx?lang=en>)

Copyright © 2026 DIFC Courts All rights reserved

[Privacy Policy \(/data-protection-policy\)](#) | [Terms of Use \(/terms-of-use\)](#) | [Quality Policy \(/quality-policy\)](#) | [Disclaimer \(/disclaimer\)](#)