



ADGM COURTS
محاكم سوق أبوظبي العالمي

In the name of
His Highness Sheikh Khalifa bin Zayed Al Nahyan
President of the United Arab Emirates/ Ruler of the Emirate of Abu Dhabi

COURT OF FIRST INSTANCE
EMPLOYMENT DIVISION
BETWEEN

ALVARO GARCIA TORRES
CLAIMANT

and

VELOQX RSC LIMITED
DEFENDANT

JUDGMENT OF JUSTICE SIR MICHAEL BURTON GBE

Neutral Citation:	[2020] ADGMCFI 0007
Before:	His Honour Justice Sir Michael Burton GBE
Decision Date:	21 September 2020
Decision:	<ol style="list-style-type: none"> 1. Judgment be entered in favour of the Claimant in the terms specified below. 2. By 19 October 2020, the Defendant pay the Claimant the total sum of US\$9,680.73 which is comprised of the following amounts: <ol style="list-style-type: none"> (a) US\$5,000 in relation to the Claimant's signing bonus; (b) US\$1,384.62 in relation to the 3-day period before the Claimant's employment contract was terminated; (c) US\$3,230.78 in relation to the Claimant's 1-week notice period; and (d) US\$65.33 relating to interest on the amounts in paragraphs 1(a), (b) and (c) above calculated at the rate of 2% per annum from 20 May 2020 to 21 September 2020 (124 days). 3. That if and insofar as the Defendant fails to pay to the Claimant any amount, or part thereof, by 19 October 2020 as set out in paragraph 2, interest upon such amount that is outstanding is to accrue at the rate of 9% per annum from 19 October 2020 until payment. 4. The Defendant pay the Claimant's costs of the claim which have been summarily assessed pursuant to Rule 200 of the ADGM Court Procedure Rules 2016 in the sum of US\$1,442.99, which is comprised of the following amounts: <ol style="list-style-type: none"> (a) US\$842.99 in relation to court filing fees; and (b) US\$600.00 in relation to the Claimant's own costs for work undertaken in respect of the claim.
Hearing Date(s):	21 September 2020
Date of Order:	21 September 2020
Catchwords:	Application for summary judgment; breach of employment agreement; assessment of damages; summary assessment of costs
Case Number:	ADGMCFI-2020-014
Parties and representation:	Mr Alvaro Torres, the Claimant (self-represented) Mr Imran Ellahi, Director of the Defendant, for the Defendant

JUDGMENT

1. This has been the hearing of an application for summary judgment by the Claimant, Alvaro Torres, against the Defendant, Veloqx RSC Limited. The Claimant claims sums pursuant to, and damages for breach of, his signed Employment Agreement dated 7 April 2020. Since he has fortunately been able to return to the employment which he had left in order to join the Defendant, it has not been necessary for him to pursue his case that his Employment Agreement was not validly terminated, an issue which has thus become moot, and he relies upon the Defendant's wrongful termination of the contract by its letter dated 6 May 2020.
2. I can deal with my reasons for the judgment, which I gave at the end of the hearing, shortly, in the light of the fact that there was full argument at the hearing by both parties, neither legally represented

but each presenting the case ably, and each making appropriate concessions in the course of it, such that there were in the event only three issues left for my decision: –

- (a) The Claimant's claim for a signing on bonus of US\$5000 payable pursuant to clause 6.5 of the Employment Agreement on the commencement date (provided in the contract to be 4 May and agreed in correspondence between the Claimant and Ms Johnson of the Defendant to be 3 May);
 - (b) The Claimant's claim for 3 days' unpaid under the contract, between 3 May and termination on 6 May, in a sum agreed between the parties, subject to liability, to be US\$1,384.62; and
 - (c) The Claimant's claim for a week's notice, pursuant to clause 4.1 of the Employment Agreement (given that he was still in the three-month probationary period) in the sum agreed as US\$3230.78.
3. Mr Ellahi, representing the Defendant as its director, sought to put the argument that the contract was, as he described it, 'rescinded' such that it never came into effect, by reference to a case that the Defendant delayed the commencement date in the course of a telephone conversation between the Claimant and Ms Johnson on 29 April. No evidence was adduced by the Defendant, but it relied on paragraph 13 of its Defence (and by reference to an internal email of Ms Johnson reporting the phone call) to the effect that the commencement date "*will need to be delayed*". Plainly this conversation did not constitute a consensual agreement, and in any event any amendment would need to be in writing by virtue of clause 20 of the Employment Agreement. However the Claimant who, unlike the Defendant, did serve a witness statement in accordance with the directions, made it clear in the conversation that he did not agree the delay, particularly as he had given up his previous employment in order to join the Defendant, and (paragraph 7 of his witness statement) "*my role in this situation was completely passive and I expressed my concerns and disagreement to [Ms Johnson] immediately.*" In any event the agreement clearly came into effect because the Defendant terminated it on 6 May "*with immediate effect*".

Signing on fee

4. This was payable on 4 (amended to 3) May. No other alternative date was agreed prior to the termination of the Claimant's employment, and the Claimant had done nothing to agree to any variation of the contract (in writing or otherwise). It was the Defendant who pre-empted the commencement date by termination of the contract. There is no defence to this claim.

Week's notice

5. Given that the contract was signed and in effect, and was terminated by the Defendant, and no cause for justifiable dismissal is sought to be shown, there is no defence to this claim.

Three days pursuant to the contract

6. The contract came into effect on 3 May, the date specifically "*confirmed*" in Ms Johnson's email of 21 April and never varied, and was terminated (not even sought to be 'rescinded') on 6 May, although the visa/entry permit which they had sponsored was in place, and there was no agreement by the Claimant to the commencement date being delayed. There is no obligation on an employee to do any work if not required to do so, but simply a duty to make himself available for work, and the Claimant did so. There is no defence to this claim.

7. I do not need to decide any of the other matters contained in the Claimant's claim form.
8. Interest must be paid at 2% from 20 May 2020 until 21 September 2020, being the date of my Order. The Defendant has 28 days to pay the judgment sums, and if any amounts remain unpaid interest shall then accrue at the rate of 9% per annum until payment. The extremely thorough and diligent preparation of his case by the Claimant as an unrepresented litigant will be compensated for an order for costs in his favour of US\$600 (15 hours at US\$40 per hour) plus the court fees.



Issued by:

Linda Fitz-Alan
Registrar, ADGM Courts
22 September 2020