

JUDGMENT SUMMARY

Neutral Citation	[2019] ADGMCFI 0001
Case Number	ADGMCFI-2018-011
Name of Case	Tetyana Glukhova v Espoir Flower Boutique LTD
Judge	Justice Sir Michael Burton
Date Issued	25 February 2019
Catchwords	Employment. Wrongful dismissal.
Cases Cited	–
Legislation and Authorities Cited	<p>Federal Law No 8 of 1980 on Regulation of Labour Relations (the “UAE Labour Law”) – Article 115</p> <p>ADGM Employment Regulations 2015 – Section 61</p> <p>ADGM Employment Regulations 2015 (Compensation Awards and Limits) Rules 2016 – Article 9(4)(b)</p>
Executive Summary	<p>This judgment considered the Defendant's strike out application of specific claims made by the Claimant, including the limitation of certain monetary claims related to unused leave and unjust termination. The ruling references Federal Law No 8 of 1980 on Regulation of Labour Relations (the UAE Labour Law) and the ADGM Employment Regulations 2015 in determining the recoverability and limitations of the Claimant's demands.</p>
Overall Summary	<p>Background</p> <p>This Abu Dhabi Global Market (“ADGM”) Court of First Instance (Employment Division) judgment addressed the Defendant's strike out application, which was notified to the Court on 6 January 2019. The Court considered submissions filed by both parties in January and February 2019.</p> <p>Analysis</p> <p>The Court made several decisions regarding the Claimant's claims:</p> <ol style="list-style-type: none"> 1. Compensation for wrongful dismissal: The Court concluded that certain matters, including proposed medical evidence and additional matters raised by the Claimant, were not recoverable either at

	<p>common law or pursuant to Federal Law No 8 of 1980 on Regulation of Labour Relations (the "UAE Labour Law"). The claim was for wrongful dismissal by the Defendant's termination email of 9 July 2018, not constructive dismissal. Therefore, the Court held that constructive dismissal irrelevant to the question of compensation. The Court found that the Claimant could claim compensation for termination based on a rate of AED 10,000, but this was limited to a period of 3 months pursuant to Article 115 of the UAE Labour Law. Therefore, the claim for compensation was limited to AED 30,000 in Box 2 of the Particulars of Claim. This meant the claim of AED 60,000 in Box 6 of the Particulars of Claim was limited to AED20,000 and struck out to that extent.</p> <p>2. Reasons for dismissal: In light of the Claimant's submissions referencing Article 9(4)(b) of the ADGM Employment Regulations 2015 (Compensation Awards and Limits) Rules 2016, the claim regarding written reasons could not be struck out. Although no sum was included in any Box of the Particulars of Claim or the Prayer for this claim, it was made in the pleading. An additional claim for 2 weeks' basic wage at the alleged rate of AED 10,000 per month may be added to the Prayer for this.</p> <p>3. Alleged unused leave: The Claimant relied on a statement suggesting eleven days were left. However, the Defendant produced documents signed by the Claimant indicating no untaken days. The Claimant made no response to this issue in her latest submissions. Consequently, the claim of AED 3,667 for alleged unused leave in Box 5 of the Particulars of Claim is struck out.</p> <p>Conclusion</p> <p>In conclusion, the total amount claimed in Box 7 of the Particulars of Claim must be reduced. This reduction is due to the AED 3,667 struck out from Box 5 and the AED 40,000 struck out (the reduction from AED 60,000 to AED 20,000) from the claim in Box 6 of the Particulars of Claim. This reduction is subject to the addition of the sum for 2 weeks' basic wage at the alleged rate of AED 10,000 per month for the alleged failure to give reasons.</p>
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This statement is not intended to be a substitute for the reasons of the Court or to be used in any later consideration of the Court's reasons.