

JUDGMENT SUMMARY

Neutral Citation	[2020] ADGMCFI 0007
Case Number	ADGMCFI-2020-014
Name of Case	Alvaro Garcia Torres v Veloqx RSC Limited
Judge	Justice Sir Michael Burton GBE
Date Issued	22 September 2020
Catchwords	Application for summary judgment. Breach of employment agreement. Assessment of damages. Summary assessment of costs.
Cases Cited	–
Legislation and Authorities Cited	–
Executive Summary	This judgment concerning an application for summary judgment of an employment claim was held in favour of the Claimant, awarding him monetary compensation for a signing bonus, three days of unpaid work, and a week's notice period following the termination of his employment contract. The decision outlines the three main issues considered by the Court and the reasons for the ruling, noting that the Defendant's argument regarding the employment contract's rescission was unsuccessful.
Overall Summary	<p>Background</p> <p>This Abu Dhabi Global Market Court of First Instance (Employment Division) judgment concerns a dispute over a breach of an employment agreement dated 7 April 2020 (the “Employment Agreement”). The Claimant, Alvaro Garcia Torres, brought an application for summary judgment against the Defendant, Veloqx RSC Limited.</p> <p>The Claimant sought sums due under the Employment Agreement and damages for its breach. Having returned to his previous employment, the Claimant did not pursue the validity of the termination, focusing instead</p>

	<p>on the Defendant's wrongful termination of the Employment Agreement by letter dated 6 May 2020.</p> <p>The Court had only three issues left to decide:</p> <ol style="list-style-type: none">1. The Claimant's claim for a signing on bonus of USD 5000, payable pursuant to the Employment Agreement on the commencement date (initially 4 May, agreed to be 3 May).2. The Claimant's claim for 3 days' unpaid wages under the Employment Agreement between 3 May and termination on 6 May, in an agreed sum of USD 1,384.62.3. The Claimant's claim for a week's notice under the Employment Agreement, as he was in the three-month probationary period, in an agreed sum of USD 3,230.78. <p>Analysis and Conclusion</p> <p>The Defendant argued that the Employment Agreement was "<i>rescinded</i>" by a phone call on 29 April, claiming the commencement date would "<i>need to be delayed</i>". However, the Court found this was not a consensual agreement. Furthermore, any amendment required to be in writing under Clause 20 of the Employment Agreement. The Claimant did not agree to the delay and expressed concerns immediately. The Court concluded the Employment Agreement came into effect because the Defendant terminated it on 6 May "<i>with immediate effect</i>".</p> <p>The Court found that there was no defence to the claims for the signing bonus, the week's notice, or the three days pursuant to the Employment Agreement. The signing bonus was payable on the amended commencement date of 3 May, and the Defendant pre-empted this date by terminating the Employment Agreement. The contract came into effect on 3 May, was never varied, and was terminated on 6 May. The Claimant made himself available for work as required. Given the Employment Agreement was in effect and was terminated by the Defendant without justifiable cause shown, the week's notice was due.</p> <p>The judgment was entered in favour of the Claimant. The Defendant was ordered to pay the Claimant a total sum of USD 9,680.73. This sum comprised the USD 5,000 signing bonus, USD 1,384.62 for the 3-day period before the Employment Agreement was terminated, USD 3,230.78 for the 1-week notice period, and USD 65.33 in interest at 2% per annum from 20 May 2020 to 21 September 2020.</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.