

JUDGMENT SUMMARY

Neutral Citation	[2024] ADGMCFI 0001
Case Number	ADGMCFI-2023-130
Name of Case	Si Yuan Wu v MEpay Technology Limited
Judge	Justice Sir Michael Burton GBE
Date Issued	23 January 2024
Catchwords	Two employers. Whether the Claimant an employee of the Defendant. Oral contract of employment. Implied contract of employment. Employment within a group of companies.
Cases Cited	–
Legislation and Authorities Cited	ADGM Employment Regulations 2019 – Section 65 Practice Direction 9
Executive Summary	<p>This judgment considers a claim brought by Ms Si Yuan Wu against MEpay Technology Limited (“MEpay”). Ms Wu alleged she was additionally employed by MEpay, an associate company of her primary employer, WebAdSpace FZ LLC (“WAS”), claiming entitlement to further salary for acting as Senior Executive Officer for MEpay.</p> <p>The Court dismissed Ms Wu’s Claim, finding no evidence of an express or implied employment contract with MEpay for additional remuneration, noting she was already under a full-time contract with WAS which obligated her to perform duties as required by the group of companies.</p>
Overall Summary	<p>Background</p> <p>This Abu Dhabi Global Market (“ADGM”) Court of First Instance (Employment Division) judgment addresses a claim brought by Ms Si Yuan Wu (the Claimant) against MEpay Technology Ltd (“MEpay”), an ADGM company (the Defendant). Ms Wu sought sums allegedly due from an alleged contract of employment with MEpay.</p> <p>Ms Wu was primarily employed by WebAdSpace FZ LLC (“WAS”), a Dubai company and an associate company of MEpay within the SHAREit Group. Her employment with WAS began under a contract dated 22 August 2021, as Commercial Director of MENA, for an unlimited period, with a monthly</p>

	<p>salary of AED 76,100. Her WAS contract stated she was employed solely by WAS and should perform duties assigned by the company, including work at their Dubai office or directed location.</p> <p>Ms Wu claimed that from 30 September 2022 until July 2023, she was additionally employed as Senior Executive Officer (“SEO”) of MEpay and was entitled to extra remuneration for this role and other roles in affiliated entities, although nothing was in writing to support this. She asserted an oral contract with her line manager, Ms Dongbo Zhu, or an implied contract from performing the SEO role. Ms Wu's claim for an unspecified additional salary from MEpay was for US\$ 735,194.01.</p> <p>Discussions about potentially transferring Ms Wu's employment from WAS to MEpay (which would require her moving to ADGM) occurred between June 2022 and January 2023 but were never finalised. These negotiations ended with confirmation her employment would remain under WAS, to which Ms Wu replied "<i>got it</i>". Ms Wu continued working on the MEpay start-up until July 2023, after which her SEO position was withdrawn. She remained employed by WAS at her original salary.</p> <p>Analysis</p> <p>The Court noted that Ms Wu's Claim was made difficult by the absence of any supporting written evidence. Ms Wu alleged oral promises of additional remuneration from Ms Zhu, but there was no written record or complaint regarding non-payment. The Court found the alleged oral agreement for unquantified additional remuneration to be wholly lacking in certainty, particularly considering her existing full-time employment with WAS.</p> <p>Crucially, the written evidence of negotiations to transfer her employment to MEpay contradicted the idea of an existing contract for additional pay. Ms Wu's message during these talks asking for "<i>equal terms</i>" if she moved to MEpay was interpreted by the Court as requesting the same salary as she received from WAS, not additional remuneration. The Court also found Ms Wu's explanation for this message unconvincing and noted that significant exchanges, including the request for "<i>equal terms</i>" and her "<i>got it</i>" response ending the transfer talks, were inexplicably omitted from the documents she presented.</p> <p>The Court preferred the evidence of Ms Zhu over Ms Wu regarding whether an agreement for additional pay was made. The Court concluded there was no express agreement by MEpay to employ Ms Wu for additional remuneration or at all.</p> <p>Regarding the alternative case of an implied agreement, the Court found that Ms Wu's work as SEO was covered by her existing full-time employment contract with WAS. Her WAS contract required her to work solely for WAS and perform assigned duties, including taking on roles in affiliate entities. Therefore, there was no basis to imply a separate employment contract with MEpay. The Court found no implied agreement existed.</p> <p>The Court also noted that even if a contract existed, Ms Wu would need to prove loss (additional remuneration) on top of her continuing WAS salary, which the Court was satisfied she was not entitled to.</p>
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	<p>Conclusion</p> <p>The Claimant's claim was dismissed. The Court ordered that the Claimant pay the Defendant's fixed costs of USD 36,759.70 plus filing fees of USD 250.00, subject to an order <i>nisi</i>.</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.