

Document 1: Civil Commercial Dispute Case

DUBAI COURT OF FIRST INSTANCE COMMERCIAL CIRCUIT

Case No: 2024/Commercial/1247 Date: March 15, 2024

STATEMENT OF CLAIM

BETWEEN:

- Plaintiff:** Emirates Trading & Investment LLC (Dubai)
- Legal Representative:** Adv. Hassan Al-Mahmoud (License No. 1285)
- Defendant:** Gulf Construction Materials FZE (Sharjah)
- Legal Representative:** Adv. Fatima Al-Zahra (License No. 2156)

SUBJECT MATTER: Breach of supply contract and claim for damages totaling AED 2,850,000

FACTUAL BACKGROUND:

- On January 12, 2023, the parties entered into a supply agreement (Contract No. ETC/2023/015) whereby the Defendant agreed to supply construction materials to the Plaintiff's Dubai Marina project.
- The contract value was AED 4,200,000 with delivery schedule over 8 months commencing February 1, 2023.
- The Defendant failed to deliver materials according to specifications outlined in Annexes A-C of the contract, resulting in project delays and additional costs.
- Despite formal notice served on June 15, 2023, and amended notice on August 20, 2023, the Defendant continued to breach contractual obligations.

LEGAL GROUNDS:

- Breach of contract provisions under Articles 246 and 385 of UAE Civil Transactions Law (Federal Law No. 5 of 1985)
- Damages claim under Article 390 of the Civil Transactions Law
- Contractual penalty clause activation as per Clause 12.3 of the agreement

PLAINTIFF'S CLAIMS:

- Primary Claim:** AED 1,850,000 (direct losses from project delays)
- Secondary Claim:** AED 600,000 (additional procurement costs)
- Tertiary Claim:** AED 400,000 (contractual penalties)
- Legal Costs:** AED 45,000
- Court Fees:** AED 85,500 (3% of claim value)

EVIDENCE SUBMITTED:

- Original supply contract with annexes (Exhibit A)
- Delivery schedules and quality specifications (Exhibit B)

- Correspondence and formal notices (Exhibit C)
- Financial impact assessment by certified auditor (Exhibit D)
- Expert engineer's report on material defects (Exhibit E)

REQUESTED RELIEF: The Plaintiff respectfully requests the Honorable Court to:

1. Order the Defendant to pay AED 2,850,000 plus legal interest at 9% per annum
2. Award legal costs and court fees to the Plaintiff
3. Enforce immediate execution of judgment
4. Any other relief deemed just and proper

JURISDICTION: This Court has jurisdiction pursuant to Article 28 of Civil Procedures Law as the contract was executed in Dubai and the Plaintiff is domiciled in Dubai.

SIGNATURE: Adv. Hassan Al-Mahmoud Representing Emirates Trading & Investment LLC License No. 1285 - Dubai Courts

FILED: March 15, 2024 **HEARING DATE:** April 8, 2024 at 10:00 AM