

Dear Sir, Hon'ble Tribunal, This is a commentary statement submitted by the Claimant in answer to the Respondent's statement of defense "SoD". It addresses the Respondent allegations made as counterclaim and provides reasons for rejecting them as well. First : Regarding comment on the Respondent's Reply to the Claim Statement: It is clear from documents submitted by the Claimant that the parties entered into a Design Contract dated 21/10/2020 (Kindly see Exhibit No. 2 attached with statement of claim), whereby the Respondent was obligated to carry out – inter alia – full interior design, architecture works, Project Supervision and other services in the Claimant's Villa as stated in Schedule (A) of the Contract (Scope of work). 1. In its "SoD" the Respondent doesn't denied that it received the claim amount from the Claimant, the Respondent clearly stated in page No. (3) of "SoD" that : ((the amount paid by the Claimant to Respondent AED 606,900 broken down into AED 578.000 plus AED 28.900 in value-added tax .Conclusion, In light of the explicit admission by the Respondent and the failure to perform their contractual obligations, the counterclaim lacks substance and must be dismissed, and the well-established proofs, documents submitted by the Claimant in this matter are sufficient from both legal and factual points for the Tribunal to issue an award in favor of Claimant and grant him all claims stated in the Statement of claim.B. The Claimant denies all the pictures showing drawings which the Respondent attached with his statement of defense (SoD) and requests that they be disregarded as none of them were executed within the time agreed upon under the contract as per Schedule "B" of the Contract (Time Schedule) which is stated that the Respondent is obliged to start Design stages on 25/10/2020 and finish the final stages on 22/12/2020. C. The publications attached by the Respondent which shows that he obtained some awards, have no relation to the subject of the dispute and don't serve his case in any way. D. By submitting all these photos the Respondent intends to flood the case file with a lot of irrelevant documents in an attempt to delay the decision, So the claimant solicits to ignore it. The established fact is that the Respondent doesn't submit any document among his documents indicating that he fulfilled its obligations under the contract within time period. Rather, in much of what he stated in its (SoD), it confirms the fact that does not start the work, nor did he obtain the initial approval from the Dubai Municipality as it neglected its duty to complete the work within agreed date required to obtain the initial approval. Note that the contract value was received by the Respondent in advance. Dubi's Court of Cassation ruled in the Cassation No. 2020/383 Civil Cassation – 2022 : ((The contract must be implemented in accordance with its contents and in a manner consistent with what good faith requires. Article No. 246 Civil Transactions.)) Whereas, the Claimant has fulfilled his contractual obligations as mentioned in the Design Contract and paid to the Respondent AED 606,900 (AED SIX HUNDRED SIX THOUSAND AND NINE HUNDRED ONLY) which represents 85% of the total contract value as proven by the cheques the Claimant delivered to Respondent together with receipts issued by the Respondent proves receiving the amount. And as stated in the contract the total value of the agreed-upon works is 680,000 AED, not including the VAT of (5%) Accordingly, the total amount paid to the Respondent is amounting to 606,900.00 AED. Then the Respondent is obligated to return the full amount it received. The reply the Respondents have submitted to this claim are all incorrect, groundless, irrelevant and unaccepted. Third : Regarding reply to the respondent counterclaim: The Claimant denies all Respondent's allegations in its Counterclaim , and reply as follows : 1. The

Respondent alleges that the Claimant contributed to the delay in the obtaining of the approval of Dubai Municipality due to his refusal to pay the fees is just a defence, since the documents proves that the Respondent is the one who failed to do what was required of him by the contract and was slow in obtaining the required approvals and starting work. 2. The proven fact is that the initial design was sent to the Claimant in its final form on 23/12/2021- after taking into account the Claimant comments - as the Respondent acknowledged this fact in his (SoD) - page no. (4)), meaning that instead of completing all stages of the work on 12/22/2020, the Respondent started it after a year. The Schedule "B" of the Contract (2.0 - Time Schedule) : stipulates that the Respondent is committed to start Design stages on 25/10/2020 and finish the final stage on 22/12/2020. The article No. (14 / 1 -2) of Federal Decree by Law No. (35) of 2022 Promulgating the Law of Evidence in Civil and Commercial Transactions stipulates: ((1. Admission is a party's statement acknowledging an obligation owed by him to another party))....((2. The admission shall be a judicial admission if the litigant makes the admission directly before the court or via any means of remote communication of a certain fact for which he is sued, during the legal proceedings relating to such fact, whether before the court that hears such proceedings or the supervising judge, as the case may be.)) In cassation No. 2017/36 - issued in 2017 - dated 04-11-2017 the Dubai court of cassation ruled that: ((The Admission is evidence against the admitter if he has the capacity of commitment.)). Via the communications between the parties, the Respondent was fully informed that Claimant needs the completion of the design of his Villa as agreed in the contract so as to enable him to live therein with his family, therefore the Respondents' default caused direct damages and losses to the Claimant by compelling him to rent another Villa for his family from Wasl Properties, Jumeirah Third, Dubai as proved by the two authenticated Lease E- Agreements Nos. Order the Respondent to pay to the Claimant AED 320,000 (DIRHAM THREE HUNDRED TWENTY THOUSAND ONLY) as compensation for the damages he incurred through renting Villa for his family due to Respondent's default in fulfilling its contractual obligations as agreed in the Contract. Thus this admission undermines the Respondent's position and confirms the validity of the Claimant's original .claim.51253/4 & 51253/5 holding Ijari Registration Certificates Nos.2.3.4.5.....2.3