

Forcing employee to sign document is against the law

**LEGAL VIEW**
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My brother has been working in a free-zone company in the UAE since July 2013. He wasn't happy with the salary, so he looked at other options and secured a job with another company on a higher salary. The first company did not relieve him and stopped his salary and final settlement amount. He had disposed of some scrap, for which he got Dh9,381, and used the money to pay a loan installment during his tenure with the company. The company filed a case against my brother, but the police probe revealed he was innocent and ordered a settlement be reached between the two parties. The company's management said he had to repay Dh9,381, but they did not give him time. They forced him to sign a letter in which he had to admit his mistake. They are also asking him to repay his visa charges and forego his salary for a month and a half of Dh16,500, even though he has not been paid for the past 35 days.

It is understood that your brother had worked for a free-zone company in the UAE, which refused to release his end of service benefits and had also lodged a criminal complaint against him. Your brother was found innocent pursuant to the complaint filed by his employer. The employer now alleges that your brother owes them an amount of Dh9,381 and have forced him to sign a statement to that effect.

Pursuant to your question, it is not clear if your brother still owes the amount to the employer or if he has already paid the same and received acknowledgement from the employer confirming the payment. Further, you have also not mentioned the grounds on which the employer lodged a police complaint against your brother and whether the police had given any written report suggesting your brother's innocence in the matter. You have also not mentioned the name of the free-zone where the employer was located.

In view of the circumstances,

your brother may take legal recourse against the employer for the harassment he had to face. In the UAE, forcing a person to sign on a document against his will is a criminal offence described under Article 397 of the Federal Law No. 3 of 1987 on the Issuance of Penal Code which states: "Whoever by force or by threat, obtains a document, a signature thereon, an amendment thereto, cancellation or destruction thereof, shall be punished by term imprisonment."

Pursuant to the above-mentioned law, your brother may consider lodging a criminal complaint against the employer personnel who forced him to sign on the said document against his consent. Further, he may also prepare an affidavit refuting the statements made in the previous document in view of the fact that he was forced to sign such document against his will. Further, it is the employer who has to bear the visa and ancillary costs for all expatriate employees during their stay in the UAE, and as such your brother shall not be liable to pay the visa costs to the employer.

Since you have not mentioned the name of the free-zone, we are not able to suggest the appropriate

course of action for the disputes of settlement of end-of-service benefits for your brother. However, all free zones in the UAE have a forum devised to settle labour disputes through amicable means at the preliminary stages. Your brother may therefore approach the competent authorities in the free-zone concerned, in pursuance of the disputes between him and the employer.

Revoking contract before expiry

I have been working in a company in Dubai for the past five years on a limited contract. My visa and labour card will expire only in October, 2015. Now I have got a better job offer from another company. If I give a month's notice, will the company deduct any amount from my salary or end of service benefits? It is understood that you are working for a company for the last five years on a contract for limited duration which will expire in October 2015 and you wish to join another employer who is offering you a better job.

In case of limited contracts, an employee may leave his place of

employment at the conclusion of the period mentioned in the employment contract. And if he revokes the contract before its expiry, he may have to compensate the employer for the prejudice suffered, in accordance with Article 116 of the Federal Law No. 8 of 1980 on Labour Relations which states: "Where a contract is revoked by the worker for reasons other than those specified in article (121), he shall be required to compensate the employer for any prejudice the latter sustains as a result; provided that the amount of compensation shall not exceed half the worker's remuneration for three months or the residual period of

the contract, whichever is shorter, unless the contract contains a provision to the contrary."

Pursuant to the above mentioned provision of law, you shall be required to compensate your employer with an amount equal to 45 days of your salary, if you are going to revoke your contract forthwith.

However, notwithstanding the said provision of law, you may also refer to your employment contract as to whether it provides any different terms pertaining to revocation of the contract. And in such cases where there is a conflict of law, you shall be entitled to follow those terms which are more advantageous to you.

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