

Report to ministry if salary not released



LEGAL VIEW
ASHISH MEHTA

Suppose two LLC companies are owned by a single owner and sponsored by two individuals. Under these circumstances is it legal for an employee sponsored by one of the two companies to work in the other company.

b) There is delay in releasing the salaries in the company where I'm employed. What is the best way to deal with this situation in order to have the pending salaries released? Reporting to Labour department or filing a case in the appropriate court or with any other authority? Normally how long does the process take? Should the complainant surrender the passport to the authority concerned while the case is under process? Approximately what may be the expenses involved? What are the documents the complainant will have to provide?

It is understood that you are working at an entity in the UAE, while your visa is issued by a different entity. It is further understood that in the two entities, the 49 per cent shareholder is the same individual, while the 51 per cent Emirati shareholders in both entities are different individuals. And it is presumed that your employment is subject to the provisions of the Federal Law No 8 of 1980 of the Regulation of Labour Relations (the 'Labour Law').

Pursuant to your question, it may be advised that under the prevailing labour regulations in the UAE, it is not permissible for an individual to work in one entity while his visa is issued by a different entity, especially where the Emirati shareholders who hold 51% stake are two different persons in both the entities. This is in violation of the existing labour regulations which may attract penalties for both the entities and the employee. Further, it may be noted under certain circumstances an individual may be allowed to work for an entity other than the entity who has issued his visa, if he has secured a no-objection letter from the visa issuing entity subject to the approval of the Ministry of Labour.

Subsequently you have mentioned that you have not received your salaries for some time now. In view of this, it may be advised that you may report the matter to the Ministry of Labour and register a complaint against the entity that you are working for. In this regard we may refer to Article 6 of the Labour Law which states as follows: "Without prejudice to the provisions concerning collective labour disputes states in this law, if the employer or the worker or any beneficiary thereof raised a claim concerning any of the rights accruing to any of them according to the provisions of this law, he shall submit a request thereof to the concerned Labour Department. This department shall summon the two parties to the dispute and shall take whatever it deems necessary to settle the dispute amicably.

If the amicable settlement is not reached, the said department must within two weeks from date of submitting request, submit the dispute to the concerned court. The submission must be accompanied with a note including a summary of the dispute — the arguments of the two parties and the observation of the department. The court shall, within three days from the date of receiving the request, fix a sitting to consider the claim and the two parties shall be notified thereof. The court may summon a representative of the labour department to explain the note submitted by it.

In all cases no claim of any entitle-

ment due under the provisions of this law will be heard if brought to court after the lapse of one year from the date on which such entitlement became due. Also no claim will be admitted if the procedure stated in this Article is not adhered to."

Once a complaint is registered, the Ministry of Labour usually takes four weeks for an amicable settlement of disputes between the employer and the employee. Subsequently, if no amicable settlement is reached between the parties as aforesaid, the dispute may be referred to the court of first instance — labour division. There is no fixed time-span for proceedings at the court of first instance, though due care is taken to settle disputes with an expeditious concern.

No need to surrender passport

Further it may be advised that in case of labour disputes, a complainant normally does not have to surrender his passport to the concerned authority unless there is a specific order from a court of com-

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petent jurisdiction asking the individual to submit his passport.

Usually cases of labour disputes initiated by the employees are exempt from court fees at all stages of litigation. However, few minimal expenses may be required for preparation of necessary documents. We may refer to Article 5 of the Labour Law which states: "Cases brought by employees or their beneficiaries under this law shall be exempted from court fees at all stages of litigation and shall be heard in an expeditious manner. Where the court does not accept the claim or dismisses the case, it may order the claimant to pay all or part of the expenses."

Further it may be advised that the number and nature of documents to be submitted may vary from case to case, but essentially you will be required to submit copies of your labour card, your Emirates National ID and your labour contract along with copies of any other employment contract that you may have signed with the entity you are working for and/or the visa issuing entity. In addition, you will be required to submit an ap-

plication form typed in Arabic, the services for which are usually available at the offices of the Ministry of Labour.

12-month notice a must for eviction of tenant

I have been asked to vacate my flat without prior notice. My landlord is not ready to renew my contract which expires in a month. I was not informed earlier. My payments are on schedule. Can he evict me without prior notice? I live in Dubai.

It is understood that you live in Dubai in a rented apartment and the owner of your apartment is not willing to renew your tenancy contract which expires in a month's time. Further, it is noted that you are asked by the owner of your rented apartment to vacate the apartment with no prior notice.

Pursuant to your questions it may be advised that, in order to not renew a tenancy contract and seek eviction of tenant, owner of a property must serve a written notice to the tenant at least 12 months prior to the expiry of a tenancy contract or 12 months prior to the date of eviction sought by the owner of a property, whichever is later. The owner of a property should serve such a notice, duly attested by the Notary Public, to the tenant through the court bailiff or by registered mail, in accordance with the provisions with of clause 2 of Article (25) of the Tenancy Law which states as follows:

"Landlord may demand eviction of tenant upon expiry of tenancy contract limited in the following cases:

a. If the owner wishes to demolish the property for reconstruction or to add new constructions that prevent tenant from benefitting from the leased property, provided that necessary licenses are obtained;

b. If the property requires renovation or comprehensive maintenance which cannot be executed while tenant is occupying the property, provided that a technical report issued by Dubai Municipality or accredited by it is to be submitted to this effect;

c. If the owner of the property wishes to vacate the property for personally use or by his next of kin of first degree provided that he proves that he does not own a suitable alternative property for that purpose;

d. If the owner of the property wishes to sell the leased property;

And for the purposes of clause (2) of Article (25) of the Tenancy Law, a landlord must notify a tenant stating one or more of the aforesaid reasons."

In view of the above the owner of your rented apartment should have notified you 12 months prior to the expiry of a tenancy contract or the 12 months prior to the date of eviction sought by the owner, whichever is later and such a notice should have been served upon you through the court bailiff or by registered mail. Since the owner of your apartment did not comply with the aforesaid requirements you are not obliged to vacate the apartment upon completion of tenancy contract. If this matter is not amicably resolved between you and the owner, either of you may approach the committee for the resolution of rental disputes, in Dubai.

Ashish Mehta, LLB, F.I.C.A., M.C.I.T., M.C.I.Arb., is the founder and Managing Partner of Ashish Mehta & Associates. He is qualified to practise law in Dubai, the United Kingdom, Singapore and India. He manages a multi-jurisdictional law firm practice, providing analysis and counselling on complex legal documents, and policies including but not limited to corporate matters, commercial transactions, banking and finance, property and construction, real estates acquisitions, mergers and acquisitions, financial restructuring, arbitration and mediation, family matters, general crime and litigation issues. Visit www.amalawyers.com for further information. Readers may e-mail their questions to: news@khaleejtimes.com or send them to Legal View, Khaleej Times, PO Box 11243, Dubai.