

Can I return to UAE after drug conviction?



LEGAL VIEW Ashish Mehta

I have a life ban from entering the UAE following a conviction for selling banned drugs in 2006. Is there any way to lift the ban and enter the country again? In 2006, I was arrested for selling 0.5 grammes of a drug and received a life sentence. In 2009, I was released by a royal pardon issued directly by the Ruler of Dubai. Is there any legal way to attempt to lift the lifetime ban so that I can return to my family members, who have been residing in Dubai for over 35 years? I was born and brought up in Dubai and am desperate to return.

It should be noted that in the UAE, possession and trading in drugs is a very serious crime and UAE has a zero-tolerance policy for anyone involved in this type of crime. Your case is beyond the authority of the courts in Dubai as the court did pronounce a judgment against you. Therefore, you may consider mak-

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ing a request to the government of Dubai and the federal government of the United Arab Emirates to grant you permission to enter the country. You may consult a legal practitioner in the UAE and take further guidance in this matter.

Salary-based employees must be paid on time
For the last one month, I have been working as a client relationship manager for a company which is registered at the Dubai World Central. As per my offer letter, I was to be paid Dh9,000. However, my

office has now told me that they need to share my daily activity report with the parent office in India, and I will only be paid “once the invoice clears”, resulting in long delays. Nowhere in my offer letter was it mentioned that my salary will be subject to invoice clearing. Is this legal? Additionally, my employer has forced me to work in a make-shift office from his house, but it is my understanding that it is against the law.

Pursuant to your questions, we assume that the conditions mentioned in your offer letter have also been mentioned in your employment contract signed between you and your employer which is registered with the Dubai World Central. Dubai World Central applies Federal Law No. 8 of 1980 regulating Employment Relations in the UAE (the ‘Employment Law’) for all employment regulations.

Your employment is salary-based and not commission-based, therefore your employer should pay you salary on time. Companies incorporated in



Know the law

A contract of employment shall more particularly specify the date of its conclusion, the date on which work is to begin, the nature and the place of the work, the duration of the contract (if it is for a limited period) and the amount of the remuneration.

Dubai World Central should not operate from premises outside the Dubai World Central. A company may operate outside Dubai World Central — may be in the mainland of Dubai or other emirate — provided such company gets an approval from Dubai

World Central and the Department of Economic Development of the emirate concerned.

Article 36 of the Employment Law clears states: “A contract of employment shall more particularly specify the date of its conclusion, the date on which work is to begin, the nature and the place of the work, the duration of the contract (if it is for a limited period) and the amount of the remuneration.”

Based on the aforementioned provision of law it is evident that if place of work mentioned in contract varies to that place where you are working, it is contrary to the provision of Employment Law. Commercial enterprises are not allowed to operate from residential premises.

Based on the above provisions of Employment Law your employer’s demands or actions are illegal, null and void. This is in accordance with Article 7 of the Employment Law, which states: “Any stipulations contrary to the provisions of this Law, even if it was made prior to its commencement, shall be null and void unless they are more advantageous to the employee.”

You may consider to approach Dubai World Central Administration Department and file a complaint against your employer for breach of employment contract and non-payment of salary. **Ashish Mehta is the founder and Managing Partner of Ashish Mehta & Associates. He is qualified to practise law in Dubai, the United Kingdom, Singapore and India. Full details of his firm on: www.amalawyers.com. Readers may e-mail their questions to: news@khaleejtimes.com or send them to Legal View, Khaleej Times, PO Box 11243, Dubai.**



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