

No compensatory benefits if fired

Upon termination, employer is liable to pay only the salary for the notice period served



LEGAL VIEW
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I am working with a semi-government agency that has a contract with a retail company. My company had provided me with a three-year free-zone visa and I am working under an unlimited employment contract.

Recently, my employer terminated the contract with the retail company, so now my current employer is asking me to resign and sign a new contract with a new agency offering me the same salary package. I have already completed one year and six months with my current employer.

I asked my employer to offer me another job on the same visa, but they refused to do so and instead handed me a termination letter with one-month notice period stating that the contract between my agency and retail company has ended. But they have offered to pay me the salary for serving the notice period.

My queries are:

1. Am I eligible to get any extra pay?

2. Am I eligible to get an airfare?

3. Am I eligible for gratuity?

You have not mentioned the name of the free-zone which has sponsored your visa. Since most free-zones follow the provisions of the Federal Law No 8 of 1980 on the Regulation of Labour Relations (the "Labour Law") for labour and employment matters, we assume that your employment is also subject to provisions of the Labour Law.

In pursuance of your question (as I understand it), primarily it may be advised that your employer with whom you had entered into an employment contract shall be liable to settle and pay your end-of-service entitlements.

Further, since your employment contract is of unlimited duration, it may be noted that such contracts can be terminated by either the employer or the employee, giving a prior notice of at least 30 days. This is in accordance with Article 117 of the Labour Law which states:

1. Both the employer and the worker may terminate a contract of employment of unlimited duration for a valid reason at any time following its conclusion by giving the other party notice in writing at least 30 days before the termination.

As such, upon termination of your employment contract, your employer is only liable to pay your salary for the notice period. There are no other compensatory benefits upon termination of a contract of unlimited duration.

In response to the second part of your question, it may be noted that your employer shall be liable to pay for your airfare upon termination of your employment contract. This is in accordance with Article 131 of the Labour Law which states: An employer shall, on the termination of a worker's contract, defray the cost of returning him to the district from which he was recruited or to any other place agreed upon between the two parties.

Where after the termination of his contract, a worker enters the service of another employer, the latter shall defray the worker's travelling expenses on the termination of his service. Subject to the provisions of the preceding sentence, if the employer fails to return the worker or to defray his travelling expenses, the competent authorities shall do so at the employer's expense and may then recover any expenditure incurred in this connection by attachment.

Where the reason for the termi-

“ (Severance pay shall be) 30 days’ remuneration for each additional year of service provided that the aggregate amount of severance pay shall not exceed 2 years’ remuneration

**Article 132
UAE Labour Law**

nation of the contract is attributable to the worker, his travel shall be at his own expense if he has the wherewithal to pay.”

In response to the third part of your question, it may be noted that you are entitled to receive severance pay in accordance with the number of years of your employment with for the employer. This is in accordance with Article 132 of the Labour Law which states: ‘A worker who has completed a period of one or more years of continuous service shall be entitled to severance pay on the termination of his employment. The days of absence from work without pay shall not be included in calculating the period of service. The severance pay shall be calculated as follows:

1. 21 days’ remuneration for each year of the first five years of service;

2. 30 days’ remuneration for each additional year of service provided that the aggregate amount of severance pay shall not exceed 2 years’ remuneration.”

Accordingly, you shall be entitled to gratuity/severance pay and the amount shall depend on the number of years of your continuous employment with the employer.

How to bring a driver who caused accident to justice

I am a housewife. On August 16 last year I met with an accident. I was run-over by a 4WD in Abu Dhabi. I was admitted at Shaikh Khalifa Medical City, where I underwent a number of plastic maxillofacial and ortho-surgeries. It has been seven months now and I am still unable to walk on my own and use a walker or wheelchair for mobility.

The driver who caused the accident was set free after paying Dh2,000 fine in a traffic court. We lodged a civil case against the driver and the insurance company. The vehicle (4WD that caused the accident) was given to the driver by his company and he is not even attending the court hearings. His argument is that it was not his vehicle so he is not liable for anything. Meanwhile, he has also changed his job, so when the court sends him any intimation, he does not get it. The court ordered to find his residential address but there are no records.

In this case, what should the court do to find the driver? What are the powers of the civil court to make that person liable for misconduct? I think the driver is choosing not to attend the court hearings and the court is letting him get away by doing so.

In this case, as a victim, what I should do to put the driver behind bars or what are civil court's powers regarding a driver who goes into hiding?

Pursuant to your question (as I understand it), it may be noted that, with respect to the civil suit, if the vehicle was fully insured against all kind of accidents, then the insurance company shall be liable to pay for all the damages incurred to the victim.

Nevertheless, since the driver is

a defendant in the case filed by you, he should attend court hearings on appropriate dates or be represented by his lawyer. And, therefore you may consider to apply to the court to issue a look out notice for the driver or to put some necessary sanctions on him like imposition of a travel ban.

The imposition of a travel ban may be done pursuant to Article 329 of the Federal Law No 11 of 1992 on the issuance of the civil procedures law which states:

1. Even before the submission of the substantial case, the creditor shall apply to the competent judge or to the head of the court circuit for an injunction to prevent the debtor from travelling and to make a temporary estimate of the debt if it has no specific amount. The order shall be awarded in accordance with an application submitted by the relevant party to the competent judge or to the head of the court circuit, as the case may be, if serious conditions exist under which the debtor is likely to flee, provided that the following conditions are satisfied:

a) The debt is specifically known, mature and unconditional.

b) The claimed right shall not be less than Dh1,000 unless it is a fine or prescribed alimony or child support.

c) The claim shall be based on written evidence, or if it appears from the papers attached to the ap-

plication that it is a serious claim.

(d) The creditor shall supply a guarantee acceptable to the court in which he guarantees any damages inflicted upon the debtor owing to his prevention from travel, if it appears that the creditor's claim is not justified.

2. The judge, before giving the order, shall conduct a brief enquiry if he is not satisfied with the documents presented in support of the application.

3. If an order for prevention from travel has been issued by him, the judge shall order that the debtor's passport be deposited with the court's treasury, and the court shall be circulated among all of the country's exit points.

4. The person against whom the order has been issued shall have the right to file a grievance against it, by the procedures prescribed for complaints against the order on the petitions.”

The driver of the vehicle may be compelled to appear in the court pursuant to any strictures passed by the court.

Further, it may be advised that since the traffic court had already fined the driver of the vehicle a sum of Dh2,000, no further prosecution may lie against him.

Nevertheless, it is advised that you should take further assistance of a legal practitioner in Abu Dhabi who can provide a comprehensive counselling and litigation support in your matter.

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