

# Verbal promises on salary hold no value



**LEGAL VIEW**  
**ASHISH MEHTA**

I am an engineer working as a supervisor in a company in Sharjah for the past six months. When hired, I was promised a salary of Dh8,000 and the grade of engineer by the recruitment agent, who also has an office here. But when I arrived here, I realised I was cheated by the recruitment agent and the role was only that of a supervisor. When I spoke about this to my company's HR, they said it is not their responsibility. I now want to move out of the job as my current salary of Dh6,000 does my qualification no justice. I have better opportunities in my home country with a higher salary. Can I file a case against the recruitment agent and/or the company with the Ministry of Labour?

It is understood that you are a qualified engineer and have been working at a company in Sharjah from the past six months. And, while you were promised a better salary and designation by your recruitment agent, you have learnt that your current job conditions are inferior to those promised to you. It is assumed that your employment is subject to provisions of the Federal Law No 8 of 1980 on Labour Relations (the Labour Law).

However, you have not provided any details regarding the recruitment process you undertook for the current designation that you are holding. Also, you have not mentioned if you had signed any contract with the recruitment agent for the employment services offered to you. Pursuant to this, if there had been a discrepancy in the promises made by the agent and those being offered in your current designation, you may claim damages from the agent. However, mere oral promises by the recruitment agent may not have merit to claim damages as such. Further, the Ministry of Labour may not take any complaints against such agent if the recruitment agent is outside the UAE.

You have also not mentioned anything with respect to the terms and conditions provided in your employment contract that you had signed with your employer wherein your salary and your designation are specified. If your employment contract had specified a salary of Dh8,000 along with the designation of an engineer, then you may have the right to leave your employment forthwith, for non-fulfilment of obligations on the employers part as under the employment contract. This is in accordance with Article 121 of the Labour Law which states:

"A worker may leave his place of work without notice in either of the following case:

(a) If the employer fails to comply with his obligations towards him, as provided for in the contract or in this Law;

(b) If he is assaulted by the employer or the employer's legal representative."

Furthermore, you may also lodge a complaint against the employer at the Ministry of Labour for non-fulfilment of the company's obligations

and for non-payment of your salaries as per the employment contract.

If however, the employment contract specifies that your salary shall be Dh6,000 and the position shall be that of a 'supervisor' then we are of the view that, you may not be allowed to file a complaint against the employer. This is because the employment contract shall itself give a presumption of the fact that you had read all the terms and conditions of employment offered in the contract, and that you had expressed your consent to all such terms and conditions stated therein by signing the contract and resuming your work for the employer.

#### Fee for 'free' collateral services

My bank has charged me on my credit card under 'Accidental Insurance' and 'Credit Shield Insurance' despite the fact that I activated neither in any form. The service guide says it is free for the first month but does not mention anywhere that it will be charged thereafter, and if the holder does not call to cancel it before the second statement's generation date, he would have to bear charges on the same, which is misleading, misguiding and confusing, to say the least. It's basically a so-called in-built free service for the first month, charged subsequently without the customer's consent.

The charges were Dh50 for Accidental Insurance and Dh308 as Credit Shield Insurance charges without my authorisation. I never asked for a free or a paid service. What can I do to get the

charges revoked? What is my legal recourse?

It is understood that you had subscribed to credit card services from a bank, and upon the same, certain collateral services had been included, for which you are being charged although you had never asked specifically for such services.

Further to your questions we are of the view that you may first refer to the agreement that you had signed with the bank in pursuance of your credit card in order to check if there are any specific terms and conditions pertaining to "Accidental Insurance" and "Credit Shield Insurance" or if it is mentioned somewhere that such services shall be included as chargeable collaterals to your credit card services. In the event, the agreement does provide anything to that effect, then you may not have a bonafide legal recourse against the bank for addition of such collaterals.

In the event you did not accept any such collaterals which have been charged by the bank, you could contest these charges with the bank and ask the bank to cancel these charges on the basis that you never accepted any such collaterals.

However, in order to get the charges revoked, you may strongly take up the issue with the bank. You may negotiate with the bank on the plea that you do not wish to continue the services pertaining to "Accidental Insurance" and "Credit Shield Insurance" any longer and that you wish to remove such collaterals immediately.



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