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# **Solving Individual Labor Disputes Online In accordance with the United Arab Emirates' (UAE) Labor Law No. (33) of 2021**

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**Solving Individual Labor Disputes Online  
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(33) of 2021**

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**Abstract:**

An individual labor dispute is a dispute between the employer and the worker, and it may arise when one of the parties to the employment agreement violates the obligations or one of the obligations stipulated in the employment contract concluded between both of them. It may also occur when there is a violation of a legal or regulatory provision in a manner that causes harm to the other party. This kind of dispute consists of two elements: the first is the one that is related to the parties of the dispute, and the second is the one that is related to the subject matter of the dispute. The UAE Federal Decree-Law regarding the regulation of employment relationship relied more on amicable mechanisms for resolving this kind of a labor dispute. These mechanisms, as stipulated in this Decree-Law, can be divided into three: amicable settlement mechanism that may be handled by the Ministry of Human Resources and Emiratization, friendly settlement that may be handled by the case management office and the judicial settlement mechanism that may be handled by a competent court. Therefore, this study aims at examining the nature of individual labor disputes, the mechanisms prescribed for resolving the disputes and the regulations attached to the implementation of these mechanisms, so as to affirm the notion that the Labor Law No. (33) of 2021 as enshrined by the UAE is adequate and effective in resolving the individual labor disputes in its various forms.

**Keywords:** Individual labor dispute, Solving disputes online, UAE Labor Law, Amicable settlement, Judicial settlement.

## تسوية منازعات العمل الفردية عبر الإنترنت

وفقاً لقانون العمل الإماراتي رقم (٣٣) لسنة ٢٠٢١

أ.د. أكمل رمضان ، د. محمود مختار محمد ، د. عبد العزيز يوسف

### الملخص:

نزاع العمل الفردي هو نزاع بين صاحب العمل والعامل، وقد ينشأ عندما يخل أحد طرفي عقد العمل بأحد الالتزامات الواردة في عقد العمل المبرم بينهما. وقد يحدث ذلك أيضاً عندما يكون هناك انتهاك لحكم قانوني أو تنظيمي بطريقة تلحق ضرراً للطرف الآخر. ويتكون هذا النوع من الخلاف من عنصرين؛ الأول هو الذي يتعلق بأطراف النزاع، والثاني هو الذي يتعلق بموضوع النزاع. وقد اعتمد المرسوم بقانون الاتحادي لدولة الإمارات العربية المتحدة بشأن تنظيم علاقة العمل أكثر على الآليات الودية لحل هذا النوع من منازعات العمل. ويمكن تقسيم هذه الآليات، كما نص عليها هذا المرسوم بقانون، إلى ثلاث آليات، أولاً: آلية التسوية الودية التي يمكن أن تتولاها وزارة الموارد البشرية والتوطين، وثانياً: التسوية الودية التي يمكن أن يتولاها مكتب إدارة القضايا وأخيراً: آلية التسوية القضائية. وقد يتم التعامل معها من قبل محكمة مختصة.

لذلك تهدف هذه الدراسة إلى دراسة طبيعة منازعات العمل الفردية، والآليات المقررة لحل المنازعات واللوائح المرتبطة بتنفيذ هذه الآليات، وذلك لتأكيد فكرة أن الآليات التي أخذ بها قانون العمل الإماراتي رقم (٣٣) لسنة ٢٠٢١ كافية وفعالة في حل منازعات العمل الفردية بأشكالها المختلفة.

**الكلمات المفتاحية:** منازعات العمل الفردية، تسوية المنازعات عبر الإنترنت، قانون العمل الإماراتي، التسوية الودية، التسوية القضائية.

## Introduction:

An employment contract is an agreement concluded between the employer and the worker, under which the latter is committed to working for the service, supervision and guidance of the employer, in consideration of a wage to be payable by the employer in accordance with the standard contract forms specified by the UAE Federal Decree-Law regarding the regulation of employment relationship in Article 54 of the UAE Labor Law No. (33) of 2021. It is a contract that is binding upon the two parties, whereby each party is not only committed towards the other but has rights towards the other, with each party acting as a creditor and a debtor towards each other at the same time. Therefore, a standard employment contract shall consist of a set of mutual rights and obligations between the two parties, so that any party who violates any of his or her commitment shall be held responsible for breach of obligations. A shining example to that effect is a situation where an employer fails to pay the wage agreed upon to a worker at the end of the service rendered or a situation where the worker fails to follow the employer's instructions and guidelines while performing the work given to him. If any party is found guilty for breaching one of the obligations of the employment contract, the affected party may refer the dispute to the competent authorities for settlement, irrespective of whether the affected party is the worker or the employer.<sup>(1)</sup>

### 1- Perspectives of Individual labor disputes:

Article 54 of the UAE Labor Law No. (33) of 2021 defines the labor dispute as a dispute between the employer and the worker alone, or a dispute arises between the parties when either of them seeks to obtain any of the rights stipulated for either of the parties in the provisions of the UAE Labor

(1) Anas Mohamed Abdul Gaffar Salama, Legal Protection for The Worker from The Abuse of The Employer in The UAE Labor Law, Journal of legal and social studies, University of Djelfa, Algeria, Vol. 11, September 2018, p. 18; Jeremias Prassl, The Concept of the Employer, Oxford: Oxford University Press, 2015.

Law No. (33) of 2021. The scope of labor disputes is, therefore, determined according to the two following specific conditions:

- The party to the dispute shall be the employer and the worker. It is therefore, understood that the dispute is not a labor dispute if one of the parties is a person other than the employer and the worker.
- The subject of the dispute shall be in accordance with the provisions of the UAE Federal Decree-Law No. (33) of 2021, or its implementing regulations thereof. What is therefore, meant by subject of the dispute is the dispute that arises because of the existing labor contract between the worker and the employer.<sup>(1)</sup>

It is made clear in the foregoing context that an individual labor dispute only arises when one of the parties to the employment contract violates any of his obligations or commitments as stipulated in the employment contract, or a situation where one of the parties to the employment contract violates any legal or regulatory provision in a manner that causes harm to the other party. An example to that effect, is a situation where the employer violates his commitment to pay the salaries or wages to the worker on its due dates<sup>(2)</sup>, or when a worker violates any of his obligations as provided in Article 16 of the same law, such as failure to adhere to good behavior and failure to maintain the confidentiality of information or data that he is mindful and aware of, by virtue of his work, or failure to implement occupational safety and health instructions as prescribed by the employer.<sup>(3)</sup>

Therefore, the individual labor dispute is the dispute that occurs between the employer and a single worker only. The individual dispute differs from its collective counterpart as long as the dispute is between the employer and a single worker, or any of his beneficiary. An example of that is a situation

(1) Article 54/3 of the UAE Labor Law No. (33) of 2021.

(2) As provided in Article 22/2 of the UAE Labor Law No. (33) of 2021.

(3) Ibid., Article 16/1-11.

where a worker's heir apparent succeeds his diseased parent in an already existing dispute with an employer, so as to claim his fixed financial rights in the financial estates of the diseased, such as the end-of-service gratuity or the due compensation for example. In a similar vein, a dispute may be between one of the private successor of an employer and a worker, such as when an employer sells or rents certain facility to a person and the employer dies before the agreement of the contract is implemented. In this type of a case, the heir apparent of the employer becomes a special successor to the diseased in the contract of works concluded with the buyer or lessee.

### **Components of individual labor dispute**

Individual labor dispute comprises of two components; the first one is the parties to the dispute, and the second is the subject matter of dispute. As for the parties to the dispute, there is no dispute without at least two parties. The individual labor dispute, like any other dispute, has two parties; the worker and the employer. Hence, it is not possible to imagine the existence of this dispute without these two parties. As for the worker, he or she must be a natural person authorized by the Ministry of Human Resources and Emiratization to work for one of the licensed establishments in the country under the supervision and direction of the employer,<sup>(1)</sup> while the employer, on the other hand, must also be a natural or legal person who employs one or more workers in return for a wage.<sup>(2)</sup> As for the subject matter of a dispute, it is only considered as individual dispute if it relates to the interest of one of the parties to the employment contract, regardless of whether the dispute is related to the terms of the contract or working conditions or irrespective of whether the dispute is related to circumstances surrounding the work or

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(1) Ibid., Article 1., Bob Hepple, Back to the future: Employment law under the coalition Government, *Industrial Law Journal*, *Industrial Law Journal*, Volume 42, Issue 3, September 2013, pp. 203–223. International Labour Office (ILO). *Labour inspection: What it does* (Geneva, ILO Labour Administration and Inspection Programme), 2010. Available at: [https://www.ilo.org/wcmsp5/groups/public/---ed\\_dialogue/---lab\\_admin/documents/instructionalmaterial/wcms\\_141403.pdf](https://www.ilo.org/wcmsp5/groups/public/---ed_dialogue/---lab_admin/documents/instructionalmaterial/wcms_141403.pdf)

(2) Ibid.

it relates to certain changes made to the contract or to its execution, such as a request for judicial protection of the rights arising from the employment contract or a request for compensation for damages arising from a breach of these rights.

### Differences between individual and collective labor disputes

Collective labor dispute is defined as “every dispute between an employer and his workers.<sup>(1)</sup> It is a kind of dispute of which its subject-matter must relate to a common interest of all the workers in a particular establishment or a group of them. A closer look at this definition reveals that a line of distinction could be drawn between an individual labor dispute and its collective counterpart through the following yardsticks:

- **Number of workers:** As for this yardstick, a labor dispute is individual if it relates to a worker or a limited number of them, while the dispute is collective if it relates to all the workers or a large number of them in an establishment. In a similar vein, the UAE Cabinet Resolution No. 46 of 2022 clarifies that a collective labor dispute is the one that relates to the rights of workers in which the number of workers exceeds 50 workers.<sup>(2)</sup>
- **Subject-matter of dispute:** According to this yardstick, a labor dispute shall be regarded as an individual one as long as it pertains to one of the rights entitled to by an individual through an individual working relationship, regardless of whether the dispute is a kind that either affects the formation or termination of the relationship, or it is a kind that affects the rights or obligations of the parties, while on the other hand, the dispute shall be regarded as collective if it is a kind that affects the common interests of the workers.<sup>(3)</sup>

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(1) Ibid.

(2) Ibid., Article 56.

(3) Naglaa Falyiyh and Pierre Mallet, Mechanisms of Individual labor Dispute Settlement And the role of the judiciary in resolving it «A comparative study». Journal of Legal Sciences, College of Law, Ajman University, The United Arab Emirates, Vol. 13, January 2021, pp. 117-145; HM Tribunal Service (HMTS), Resolving workplace disputes: A consultation, (London), Jan. 2011.



Based on the foregoing, if the interest in the lawsuit is an individual one, and it affects the right of one of the workers, then the dispute is individual. However, if the interest is a collective one and it involves the interests of all the workers or a group of them, then the dispute is collective, on the condition that the interests of the workers must relate to the context provided by the law or its interpretation or relate to the request to amend the minimum wages or to improve the working conditions or to improve the conditions for all the categories of work.<sup>(1)</sup>

## **2- Mechanism for resolving Individual Labor Dispute:**

Originally, the UAE Legislator prescribed amicable mechanisms as a means to resolve the labor disputes because of its rapidness and effectiveness in resolving dispute without resorting to competent state's court of law whose procedures are long and complex. These mechanisms can be divided into three and they are as described below:

- Amicable settlement mechanism by the Ministry of Human Resources and Emiratisation If an employer or a worker, or any of their beneficiaries disputes any of the rights accruing to either of them pursuant to the provisions of this Decree-Law, he or she must submit an application to that effect to the Ministry of Human Resources and Emiratisation, which in turn shall examine the application and take what it deems necessary to settle the dispute amicably between the two parties.<sup>(2)</sup> Therefore, if an individual labor dispute ensues, the employer or worker must submit a request to the Ministry of Human Resources and Emiratisation. The individual dispute is not to be referred directly to a competent court, but rather, a request for the dispute shall be submitted to the Ministry of Human Resources and Emiratisation in the UAE, and if it is established that the individual dispute complaints is filed

(1) The UAE Labor Law Op.Cit., Article 56/1-3.

(2) Ibid., Article 54/1.

before a competent court without firstly submitting the dispute request to the Ministry, then the case shall not be entertained in the court of law for failure of the plaintiff to follow the procedures prescribed for that by the law. Accordingly, the conditions for accepting a labor lawsuit are not limited to the two conditions of interest and capacity, as similar to all other lawsuits and disputes. Rather, the scope of these conditions extends to include the requirement to submit an application to the Ministry of Human Resources, otherwise the lawsuit shall not be entertained. However, some people may be of the opinion that the necessity to submit a request to the Ministry represents a restriction on the right of the parties to the labor dispute to use their right to resort to the competent court, but this claim is refuted by the fact that this kind of request aims to encourage the workers and employers to embark on amicable settlement procedures for their dispute instead of litigation in the court of law of which its judgment, usually, will end in the interest of one without the other. The Ministry of Labor and Human Resources shall then examine the request submitted by one of the litigants and take what it deems necessary to resolve the dispute between the parties amicably. It is therefore, clear that the role of the Ministry is limited to exertion of efforts to resolving a dispute amicably, as it does not have the power to adjudicate the dispute according to the court of law. Despite the fact that Article 54 of the UAE Labor Law does not specify the approach to be used for resolving a dispute amicably, it is, however, prescribed, in accordance with the law, that efforts could be made in a peaceful way to mediate or pacify or reconcile the two parties to an amicable solution with high level of technology.

## Consequential effects of amicable settlement

**Efforts to settle a dispute amicably may result in one of the following scenarios:**

- Total dissolution of the dispute: This could be achieved if the amicable settlement is able to succeed in resolving all aspects of the dispute between the employer and the worker.
- Partial dissolution of the dispute: This could be achieved if the amicable settlement partially succeeds in resolving some aspects of the dispute existing between the employer and the worker.
- Failure to end the dispute: This could be the case if the amicable settlement does not succeed in resolving all or some aspects of the dispute between the employer and the worker.

If it is not possible to reach an amicable settlement within the period specified by the implementing regulation of the Decree-Law, the Ministry shall refer the dispute to the competent court, and the referral shall be accompanied by a memorandum containing a summary of the dispute, arguments of the two parties, and the Ministry's recommendation. The period allowed for the Ministry of Human Resources and Emiratization to look into the request of the complainant could be found in Article 31 of Implementing Regulation No. 1 of 2022 where it says that: "the Ministry of Labor must refer the dispute to the competent court within 14 days from the date of submission of the application." This deadline is regarded as a short procedural deadline so that the Ministry of Human Resources will not delay requests for amicable settlement for more than 14 days from the date the application to that effect is submitted, so as to ensure that workers are not delayed in obtaining their rights. Although, there is no any penalty to be imposed in the event of violation of this deadline, because it is just a regulatory deadline.

It is, therefore, compulsory on the Ministry of Human Resources and

Emiratization to deal with individual labor disputes as a dispute between the establishment and the worker who are both parties to the dispute only, so that no penalties or administrative measures are taken against the establishment, as it may cause harm to other workers in the same establishment or to the employer until after the dispute is settled or completed or dissolved in accordance with the provisions of the Decree-Law and its implementing regulations.<sup>(1)</sup> However, during the proceedings of the dispute, the Ministry may oblige the employer to continue paying the worker's wages for a maximum period of two months if the dispute causes the suspension of the wages of the worker in accordance with the implementing regulations. This is contained in the fourth paragraph of Article 31 of the implementing regulations of the Labor Law which states that: "the worker has the right to claim two month wages if he continues to work during the period the dispute that is referred to the court." Consequently, the worker may not get the wages if he stops working during the period of the labor dispute, as the wage is in exchange for work that is done. Therefore, it is not permissible for a worker to claim the wages of the two months referred to in Article 4/31 of the implementing regulations of the UAE Labor Law, as long as the worker does not carry out his duty. But in order to ensure that the worker receives his wages in accordance with the implementing regulations, the Ministry of Human Resources may oblige the employer to pay the wages for the two months, as specified, or refer the complaint in this regard to a competent court.<sup>(2)</sup> The competent court may reject the case if it does not follow the procedures referred to in Clause 3 of Article 54/6 of the UAE Labor Law. As this is a court procedural obligation that must be fulfilled, the court shall have no authority to exercise any discretionary power over the matter. Hence, a judgment rejecting the dispute

(1) Ibid., Article 54/3; Department of Business, Innovation and Skills (DBIS). Resolving workplace disputes: Government response to consultation, Nov. 2011. Available at: <https://www.gov.uk/government/consultations/resolving-workplace-disputes-public-consultation>

(2) Ibid., Article 31/4; Susan Corby and Paul L. Latreille, Employment Tribunals and the Civil Courts: Isomorphism Exemplified, *Industrial Law Journal*, Vol. 41, Issue 4, December 2012, pp. 387–406.

must be passed if it is established that the procedures stipulated in Article 54/3 of the same law have not been followed, as imposition of any penalty or consideration of any other administrative measures for example, could cause harm to either the employer or to other workers in the same establishment.

### **Friendly settlement mechanism by the case management office**

To ensure a speedy resolution of any case that may be brought before the UAE Courts, the UAE legislator decided to establish certain offices known as Case Management Offices to serve as substitutes to the offices of the clerks of the courts in some of the tasks assigned to it. This is stipulated in the Federal Law No. 10 of 2014 which amends some provisions of the Civil Procedures Law No. 11 of year 1992. Article 42 of that Federal Law, while affirming that provision in the Civil Procedure Code states that: “An office to be known as ‘Case Management Office and the regulations determining its operational authority shall be established at the headquarters of the competent court through the decree of the Minister of Justice or the head of the local judicial authority, each according to its competent authority”.<sup>(1)</sup> In that wise, a Case management is, therefore, a kind of process that aims to organize the memorandum of a case, arrange the summary of the dispute, determine the magnitude of the dispute and ensure that all the mechanisms prescribed as alternate to court litigation were properly considered.<sup>(2)</sup> Based on this perspective, a dispute received by the case management office may be processed as follows:

- Receipt and registration of the statements of the lawsuit in a competent court if the need arises.
- Pronouncement of the case in dispute before the two parties and ensure that the procedures for its proclamation are appropriately followed.

(1) As amended by Article 17 of the Decree-Law No. (57) of 2018.

(2) Jacques Englebert, *la Mise en Etat, Actualités et Développements Récents en Droit Judiciaire*, p.111; R. Perrot, *Compétence Exclusive du Juge de la Mise en Etat, Revue Procédures*, no. 1, Janvier 2011, Commentaire no. 6, p. 14, Note à Propos de 2e Civ, 10 Novembre, 2010.

- Evaluation of the evidence and documents submitted by the litigants, so as to be able to get to a final decision on the matter. However, the case management office is not to deal with the crux of the case, as this has to be left to a subsequent trial judge.
- Wielding of efforts to reconcile the litigants with the hope to end the dispute before it gets to a competent court of law.

In view of the above, the case management office is to ensure that all these procedures are duly completed before it is presented to the trial judge so that the two opponents are well prepared for the court sessions which could either be only for one time or be for a limited period of time before the case is determined. In addition to that, the case management office is to remove all the formal obstacles, such as the issue of lack of evidence or documents, or the issue of not arranging the papers and documents in orderly manner, and soon and so forth, as this will enable the trial judge to undertake the task of pronouncing a judgment on the matter without wasting much time.<sup>(1)</sup>

Accordingly, the aim of the UAE legislator, by establishing a case management office using the latest technologies, is to reduce the period consumed by hearing of cases in the courts, and limit the time consumed by litigants in submitting their documents or evidences. In addition to that, employees of the case management office are trained to use new means of technology to initiate the procedures for pronouncement of disputes or proclamation of documents or evidences submitted by the litigants through the e-mail or fax or telegram or registered mail or other modern information communication applications and software. In addition to that, a case manager may arrange for a meeting between the litigants or offer to settle the case between the litigants amicably by appointing a session for the parties to the

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(1) Cass. 1ère Chambre Civil, 10 Octobre 2018, Pourvoi no.16-16548 16-16870, BICC no.896 du 15 Février, 2019 , [www.legifrance.gouv.fr](http://www.legifrance.gouv.fr); Hugh Collins, K.D. Ewing and Aileen McColgan, *Labour law*, Cambridge: Cambridge University Press, 2012.

case, and announce its date according to the established rules, all of which must not exceed the period of seven (7) days from the date of receiving the case. During this session, a case manager may meet with the litigants or their legal representatives, so as to urge them to settle the dispute amicably. If the parties agreed to that, he may then refer the lawsuit papers to one of the competent officers in charge of alternative dispute resolution. This is what is contained in Article 5 of the Decree-Law of the UAE Minister of Justice No. 140 of 2015, where it is specified that: “if the case manager finds that the two parties tend to settle or reconcile, they must be referred immediately to a competent judge”. The same Article further states that: “if the case involves any of the cases stipulated in the Article 42/5, the case manager must refer the case to a competent judge”.

A case manager has the authority to initiate a reconciliatory agreement between the parties if they so desire. If a reconciliation is reached between them, he has the authority to establish an evidence to that effect. A reconciliation between the litigants, on the other hand, may be a total reconciliation that put an end to the entire case, and in that wise, the reconciliation reached is also deemed to be the final resolution that may not be subjected to any form of appeal. However, if it is a partial reconciliation, the case manager may officially register this partial reconciliation and refer the remaining portion that the parties could not agree upon to a competent judge. In the same vein, a case manager could also refer the case to a mediator agreed upon by the parties, if the nature of the case requires a settlement through a mediator, either at his own discretion or at the request of the parties to the dispute.

### **Judicial settlement mechanism by a competent court**

A competent court in labor dispute cases is determined according to its value. If the value of the lawsuit does not exceed one million dirhams, the competent court shall be the ‘one-day court’, in express application of Article

22 of the implementing regulations, as amended by Decree-Law No. 75 of 2021. A one-day court is a court that undertakes the task of adjudicating the disputes specified by the UAE legislator in one single session at most. The court holds one single session to listen to the plaintiff's requests, and review his evidence and documents presented in support of the requests. The court will also allow the defendant to present his appeal in defense of the petition levelled against him. This court shall not only hear the litigants but shall also respect the principle of argument and the rights of defense during that single session because of the limitation of the time frame. However, if the value of the case exceeds one million dirhams, the competent court shall be the 'partial rapid court'. The membership of this court consists of a single judge who is tasked with the responsibility of adjudicating the labor cases in accordance with the procedures laid down in the Law of Civil Procedures and its implementing regulations.

The issue of determining a competent court according to the value of the labor case is nothing but a statutory procedure relating to public order. It is, therefore, not permissible for the parties to agree to violate it. The court, on the other hand, may rule that it lacks jurisdiction to entertain the case, and it is also permissible to argue or claim that the jurisdiction of the court does not cover the case. In order to ensure that the labor dispute is swiftly resolved, the competent court must, within 3 working days from the date of receiving the application, set aside a session to consider the case, notify the two parties to the dispute, and decide on it expeditiously.<sup>(1)</sup>

It is pertinent, at this junction, to specify that there is a fundamental difference between the obligation of the court to swiftly resolve a case and a case that is urgent. Therefore, the commitment of the court to swiftly resolve a case of labor dispute is nothing but a statutory procedure meant for the court

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(1) The UAE Labor Law, op. cit., Article 54/5.



to issue a final decision on the dispute, and this must not, in any way, affect the objective nature of the dispute. This final decision shall be the decisive, as it possesses the authority of a judicial order that prevents the rekindling of the same dispute again before the same court or before another court. It is, however, permissible to appeal against the decision of the court as long as the conditions and circumstances specified for appeal are met. This is different from an urgent case, in which the litigants could request for a temporary or urgent judgment that may not affect the nature and origin of the disputed right. The authority of the competent judge, in this kind of a case, is limited to the outward examination of the documents and papers presented in respect of the case, while the summary judgment as may be delivered, only has temporary authority, and it is permissible to re-submit the same dispute to the court if the circumstances and ambiguity surrounding the case that is hastily determined by the court are later found to be different.

In addition to the above, any case regarding the claim of rights in respect of the court's decision, under the provisions of this Decree-Law, shall not be heard after the lapse of a year from the date of maturity of the right in question.<sup>(1)</sup> This regulation is made in order to control the various legal positions that may subsequently arise from the decision of the court. Needless to finally add that labor lawsuits are exempted from payment of any court fees at all stages of litigation and execution. This is done in order to encourage the vulnerable group of workers to resort to a competent court to present their labor disputes, as long as the value of the case does not exceed one hundred thousand dirhams, but if the value of the labor lawsuit exceeds one hundred thousand dirhams, all the judicial fees related to litigation or its execution must be paid. The Council of Ministers may, however, based on the proposal of the Minister of Justice, amend the value referred to in the first and second paragraphs of Article 55 of the UAE Labor Law by increase or decrease whenever the need arises.

(1) Ibid., Article 54/7; Hugh Collins, *Justice in dismissal*, Oxford: Oxford University Press, 1992.

The courts in the United Arab Emirates faced the exceptional circumstances imposed by the Corona virus, by allowing remote litigation using the latest tools, applications and software, which constituted a wide step towards facilitating and accelerating the litigation process, and the culmination of a package of pioneering achievements made by the courts in order to facilitate parties to lawsuits. It also activated the electronic court system, starting from submitting the application until adjudicating it and applying the rules of social divergence, as it allowed workers to attend the sessions from anywhere by entering the virtual courtroom and seeing what is going on in it, as if they were present in the regular courtroom.

### **Conclusion**

Attempts have been in the foregoing analyses to examine the perspectives of individual labor disputes in accordance with the United Arab Emirates (UAE) Labor Law No. (33) of 2021. Effort is made to give a detailed treatise on the concept of employment contract, in that it becomes a binding contract for the parties to it in exchange of certain obligation towards each other as long as it is concluded. It is made clear in the contextual analyses that an individual labor dispute can come into being when one of the parties to the employment contract violates any of his obligations or commitments as stipulated in the employment contract, or where one of the parties to the employment contract violates any legal or regulatory provision in a manner that causes harm to the other party. Other related matter of importance examined in this paper are the components of individual labor dispute and the differences between individual and collective labor disputes with regards to the number of workers and the subject-matter of dispute. It is also made known that the mechanisms prescribed by the UAE Labor Law to resolving an individual labor dispute are three in order of preferences. These are amicable settlement mechanism by the Ministry of Human Resources and Emiratisation, friendly

settlement mechanism by the case management office, and judicial settlement mechanism by a competent court. It is, thus, established that the Labor Law No. (33) of 2021 as enshrined by the UAE is not only germane but adequate and effective in resolving the individual labor dispute if it is properly applied. We also call on the legislator and the state to adopt the latest technological techniques in resolving labor disputes.

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