

A dissatisfied party may file an Application to 'Set-Aside' the said Default Order by filing in Form 6 of Rule 15(1) of the Small Claims Tribunal. The Form is available at the Registrar of the Subordinate Court of the Law and Courts Building, Bandar Seri Begawan during office hours. The application **MUST** provide ground(s) or reason(s) for the absence in the "Application to Set-Aside" Form.

A date will be fixed for the hearing of the Setting Aside Application, and a notification will be sent to the Applicant and the opposing party. Attendance is **compulsory**, and if the application is heard before a Adjudicator, failure to attend the hearing can result in preclusion against the applicant filing further application to set aside.

11. **WHAT DOES A "STAY OF EXECUTION" MEAN?**

Any party that is dissatisfied with an Order made by an Adjudicator may appeal against the said Order to the High Court. The dissatisfied party may apply for the Order appealed against not to be executed pending the disposal of the appeal. Such an application is called a 'Stay of Execution'.

The application will be heard before the Small Claims Tribunal. The application should be made by filing in Form 18 which can be obtained from the Small Claims Tribunal Registry.

The application for Stay of Execution does not apply in reference to Appeal to the Adjudicator against the Discontinuance Order by a Registrar.

12. **WHAT DOES IT MEAN TO ARRIVE AT A SETTLEMENT WITH THE OTHER PARTY?**

A **Settlement** refers to an agreement concluded by the **parties** on terms which are acceptable to all of them at Consultation or Hearing.

For example, the **Claimant's Cause of Action** against the **Respondent** is for a sum amounting to \$300/-, being the price for goods sold. However, because there are some defects in those goods, if both the **parties** at the Consultation or Hearing agree that the **Respondent** will pay the **Claimant** the sum of \$210/-, to reflect the cost of rectifying those goods, a **Settlement** is then reached.

Where such a Settlement is facilitated by a Registrar or an Adjudicator of the Small Claims Tribunals, a Consent Order will be made giving effect to the terms of that agreement. The copy of the Consent Order will be served on both parties. No Appeal to the High Court may be made against such Consent Orders. Once a Consent Order is granted by the Registrar or Adjudicator, the parties are to comply with the terms therein.

13. **WHAT IS THE LIMITATION PERIOD TO FILE A CLAIM?**

All claims must be made within one year from the date the cause of action accrued.

For example, if a payment is due on the 1st January 2012 and is left unpaid, then the claim should be brought on or before the 1st January 2013.

14. **DO I NEED A LEGAL REPRESENTATIVE?**

If you choose to bring a lawyer, your lawyer will not be permitted to represent you in the proceedings before the tribunal.

SMALL CLAIMS TRIBUNAL

General Information

For more information please contact:

The Small Claims Tribunals
Subordinate Court
The Law and Courts Building
KM 11/2, Jalan Raja Isteri Pengiran
Anak Saleha,
Bandar Seri Begawan, BA 1910,
Negara Brunei Darussalam
or
Subordinate Courts in
Kuala Belait, Tutong and
Temburong.

Office Hours:
Government Office Hours (Counter)

General Inquiries: Tel.no.: 2232979

1. **WHAT IS A SMALL CLAIMS TRIBUNAL?**

A Small Claims Tribunal is set up to provide a low costs and expeditious forum to resolves disputes without entering into the realm of a court trial. The procedures are kept simple and informal.

2. **WHAT TYPE OF DISPUTES CAN BE HEARD IN THE SMALL CLAIMS TRIBUNALS?**

The Small Claims Tribunal has jurisdiction to hear cases involving contract of sales of goods, a contract for provision of services, claims arising from a respondent causing damages to a property and contracts under the Consumer Protection Act, where the claim does not exceeds bnd \$10,000.

3. **WHO ARE THE PARTIES TO THE CLAIMS?**

A party bringing an action is the Claimant. The person whom the claim is brought against is the Respondent.

For example, if a supplier after delivering goods to his customer does not get paid, the supplier (Claimant) will have a Cause of Action to claim for the price or balance price of the unpaid goods against the customer (Respondent), provided the Claim is within the Tribunals' jurisdiction.

4. **WHAT KIND OF HEARINGS WILL THERE BE FROM THE BEGINNING TO THE END OF A CASE?**

In general, the proceedings can be divided into three stages, namely, Consultation(s), mention(s), and the Hearing itself.

5. **WHAT IS A “CONSULTATION”?**

A **Consultation** is an initial process whereby both parties will present their case before a Registrar and the Registrar will attempt to **mediate/address** the issues between both parties with the view to resolve their disputes amicably.

The Registrar conducting the consultation **will not** be sitting as a judge but rather as a mediator. The role of a Registrar is to guide both parties towards a **Settlement**.

If no agreement can be reached between both parties, the Registrar will refer the matter to an Adjudicator for hearing.

If the Claim has been settled between parties **prior to the Consultation**, the parties should inform the Registrar by writing or in person to the Tribunal before the date of Consultation.

If a **Settlement** is reached, the terms of Settlement will be recorded in the form of a Consent Order. A copy of the Consent Order will be given to the parties. The Order has to be compiled by both parties. If any party is absent on the day of the Consultation, a **Default Order** may be made against the absent party.

6. **WHAT HAPPENS DURING CONSULTATION?**

During the Consultation, the Registrar will explain their role as a mediator and not as a judge.

The Registrar will then hear the issue raised by Claimant and from the Respondent. The Registrar will then help to bring about a settlement by suggestion options that is acceptable to both parties (on a voluntary basis).

7. **WHAT HAPPENS AT A MENTION?**

A mention before a Registrar or Adjudicator is often fixed to deal with issues like hearing dates, number of witnesses parties are intending to call, evidence to be produced etc. It is not a hearing of the matter.

8. **WHAT IS A “HEARING”?**

When a Registrar of the Small Claims Tribunals is unable to mediate a **Settlement** between the **Claimant** and the **Respondent**, the Registrar will refer the matter for Hearing i.e. a trial or adjudication before an Adjudicator of the Small Claims Tribunals.

9. **WHAT IS A “COUNTERCLAIM”?**

When a Claim is filed against a Respondent by the Claimant, if the Respondent has a claim against the Claimant in the same subject matter of the dispute, the Respondent may file a **Counterclaim** against the Claimant. The Counterclaim should be filed before any Order is made in the Claim or before the matter is heard by an Adjudicator, whichever is earlier. The **Counterclaim** may also amount to a defence to the Claimant's claim. The amount claimed must not be more than \$10,000.

For example, the customer (in this case the **Respondent**) may make a Counterclaim against the shopkeeper (who is the original **Claimant**) for having sold him goods which are defective.

[Both the Claim and the Counterclaim must involve the same subject matter of dispute involving the Claim.]

In a Counterclaim, the Respondent having made the counterclaim will be known as the Counterclaimant.

10. **WHAT IS A “SETTING-ASIDE ORDER”?**

When an absent party fails to attend a Consultation, a **Default Order** may be entered against the absent party. The absent party if dissatisfied with the Default Order made against him/her can apply for the Default Order to be set aside.