THE DUBAI INTERNATIONAL FINANCIAL CENTRE COURTS

In the name of His Highness Sheikh Mohammed Bin Rashid Al Maktoum,

Ruler of Dubai

IN THE SMALL CLAIMS TRIBUNAL

BEFORE SCT JUDGE MAHA AL MEHAIRI

BETWEEN

KAMARI BANK (PJSC)

Claimant

and

KAYLIB

Defendant

Hearing: **29 October 2019**

Judgment: **31 October 2019**

JUDGMENT OF SCT JUDGE MAHA AL MEHAIRI

UPON the Claim Form being filed on 23 July 2019;

AND UPON the parties being called on 17 September 2019 for a Consultation with SCT Judge Hayley Norton and the parties not having reached settlement;

AND UPON a Hearing having been held before SCT Maha Al Mehairi on 29 October 2019, with the Claimant's representative and the Defendant in attendance;

AND UPON reviewing the documents and evidence submitted in the Court file;

IT IS HEREBY ORDERED THAT:

1.The Defendant shall pay the Claimant AED 103,621.76 in respect of the unpaid loan and credit card.

2. The Defendant shall pay the Claimant the Court Fee in the sum of AED 6,763.80.

Issued by:

Nassir Al Nasser

SCT Judge

Date of issue: 31 October 2019

At: 11am

THE REASONS

Parties

1.The Claimant is Kamari Bank (PJSC), a bank providing financial services including credit cards and personal loans to customers (the "Claimant").

2. The Defendant is Ms. Kaylib, a Philippines National (the "Defendant").

Background

3.The parties entered into a written agreement on 7 April 2016, entitled `Kamari Simply life Personal Loan and Credit Card Application Form' (the "Agreement"). Under the terms of the Agreement, the Claimant received a loan of AED 250,000 on 4 July 2016 (the "Loan"), to be repaid in 48 monthly instalments of AED 6,178. The Claimant also received a credit card with a limit of AED 5,000 (the "Credit Card").

4. The Defendant made regular repayments of the Loan until 5 May 2019, after which date, she fell into arrears. At the point of filing the claim, the remaining amount currently outstanding was AED 128,854.70. The Defendant had also failed to repay the dues under her Credit Card. At the point of filing the claim, the sum owed by the Defendant to the Claimant in relation to the Credit Card was AED 5,665.54.

5. Following the Defendant's failure to keep up with her repayments, the Claimant filed a claim to recover the amounts on 23 July 2019 (the "Claim").

6. Although the Defendant indicated her intention to defend part of the Claim, no defence was submitted.

7. The parties met for a Consultation with SCT Judge Hayley Norton on 17 September 2019 but were unable to reach a settlement.

8. On 29 October 2019, I heard submissions from the Claimant's representative and the Defendant.

Discussion

9. In its written submissions and in the Hearing, the Claimant relied on the terms of the Agreement which set out for an AED 250,000 Loan to be made to the Defendant by the Claimant, which was to be repaid in 48 equal instalments. The Agreement also provided for a Credit Card to be provided in favour of the Defendant, which was up to AED 5,000 in value. The Claimant confirmed that it sought repayment of the outstanding amounts of the Loan and Credit Card, which, as of the hearing date, amounted to AED 110,916.

10. In the Hearing, no defence was put forward by the Defendant, who agreed that a total of AED 110,916 was owed by her to the Claimant. The Defendant explained that she had made regular repayments of the Loan until August 2019. She submitted that she wanted to repay the outstanding amount and had made efforts to contact the Claimant to arrange a new payment plan. The Claimant accepted that the Defendant had been in discussions with the collections department of the Claimant, however, no new payment plan was confirmed.

11. Following the Hearing, on 31 October 2019, the Claimant notified the Court that the remaining outstanding sum owed by the Defendant amounted to AED 103,621.76, along with recovery of the Court filing fee.

Finding

12. This is a very straightforward matter and in the absence of any defence being put forward, I am satisfied that there was a valid and binding Agreement between the parties and that the Claimant is owed a total of AED 103,621.76, being the sum of the outstanding Loan and Credit Card amounts borrowed by the Defendant.

13. The Claimant confirmed that interest had already been factored into the value of the claimed amount, therefore no separate award shall be made in respect of interest.



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Nassir Al Nasser

SCT Judge

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