**THE DUBAI INTERNATIONAL FINANCIAL CENTRE COURTS**

**IN THE SMALL CLAIMS TRIBUNAL**

BETWEEN

**MATAR**

Claimant

and

**MANISHA**

Defendant

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Hearing : **23 December 2020**
Judgment : **4 January 2021**

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**JUDGMENT OF SCT JUDGE DELVIN SUMO**

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**UPON** the Claim Form being filed on 15 October 2020

**AND UPON** a Consultation being held on 23 November 2020 before SCT Judge Hayley Norton with the Claimant's and the Defendant's representative attending

**AND UPON** the parties failing to reach a settlement at the Consultation

**AND UPON** a Hearing having been listed before SCT Delvin Sumo on 23 December 2020 with the Claimant's representative and the Defendant in attendance

**AND UPON** reviewing all documents submitted on the Court file

**IT IS HEREBY ORDERED THAT:**

1. The Defendant shall pay the Claimant the amount of AED 495,955 in respect of the sums owed to the Claimant by the Defendant, plus interest at the rate of 9% per annum.

2. The Defendant shall pay the Claimant the Court Fee in the sum of AED 24,797.70.

Issued by:
**Ayesha Bin Kalban**
SCT Judge and Deputy Registrar
Date of issue: 4 January 2021
At: 11am

**THE REASONS**

**Parties**

1. The Claimant is Matar, a bank providing financial services to customers (the "Claimant").

2. The Defendant is Manisha, an individual customer of the Claimant Bank (the "Defendant").

**Background and the Preceding History**

3. On 15 October 2020, the Claimant filed a Claim with the DIFC Courts' Small Claims Tribunal (the "SCT") seeking recovery of sums allegedly owed to the Claimant by the Defendant in relation to a personal loan.

4. The Claimant is seeking the total sum of AED 495,955 together with post-judgment interest on the sums due, as well as the recovery of the fee paid to the Court for the filing of this Claim, in the amount of AED 24,797.70.

5. The matter was called for a Consultation before SCT Judge Hayley Norton on 23 November 2020. Although both of the parties were in attendance, they failed to reach a settlement.

6. In accordance with the rules and the procedures of the SCT, the matter was referred to me for determination, pursuant to a hearing held on 23 December 2020 (the "Hearing"). After reviewing all documents and evidence submitted on the Court file, I give my judgment below.

**The Claim**

7. On 28 July 2016, the parties entered into a written agreement entitled `Matar Personal Loan Small Business Loan Salary Overdraft and Credit Card Application Form' in order to restructure the Defendant's previous loans with the Claimant (the "Agreement").

8. Pursuant to the terms of the Agreement, the Defendant availed of a loan from the Claimant in the total amount of AED 615,029 was to be repaid in 89 monthly instalments in the amount of AED 12,279 (the "Loan"). The Claimant alleges that the Defendant fell into arrears on 5 April 2020 and claims that the outstanding sum of the Loan amounts to AED 495,955.

9. Following the Defendant's failure to settle the amounts outstanding, the Claimant proceeded to file its claim for the recovery of the sums due and owed to it with the SCT.

**The Defence**

10. In response, the Defendant has submitted various documents to state that he has been made redundant from his employer and thus is not in the position to make payment of the monthly instalments.

11. The Defendant does not dispute his liabilities towards the Claimant, however, the Defendant submits that he wishes to restructure the Loan in an attempt to agree a new payment plan with the Claimant. This request was rejected by the Claimant.

**Discussion**

***Findings***

12. In its written submissions and during the Hearing, the Claimant relied on the terms of the Agreement which set out the sums owed to it by the Defendant and the dates by which the Defendant was to settle its liabilities to the Claimant. The Claimant confirmed that it sought repayment of the outstanding amounts of the products it provided to the Defendant, which amounts to AED 495,955. The Claimant further confirmed that it is seeking post-judgment interest on the sums due, as well as the recovery of the fee paid to the Court for the filing of this Claim, in the amount of AED 24,797.70.

13. The circumstances that have befallen the Defendant are unfortunate, however they do not relieve the Defendant from his liabilities towards the Claimant. Based on the evidence before me and in the absence of any substantial evidence being put forward by the Defendant, I am satisfied that the Claimant is owed a total of AED 495,955 being the outstanding sum of the Loan availed by the Defendant.

**Conclusion**

14. In light of my finding above, it is hereby ordered that the Defendant shall pay the Claimant the amount of AED 495,955 for the sums owed to it under the Agreement. The Claimant is also entitled to the Court fee paid for the filing of this Claim in the amount of AED 24,797.70.

15. The Claimant shall also be entitled to post-judgment interest at a rate of 9% per annum pursuant to the DIFC Courts' Practice Direction No. 4 of 2017.

Issued by:
**Ayesha Bin Kalban**
SCT Judge and Deputy Registrar
Date of issue: 4 January 2021
At: 11am