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 NASSIR AL NASSER

BETWEEN

IGETE COMMERCIAL BANK (PJSC)

Claimant

and

IFETA

Defendant

Hearing:**21 June 2018**

Judgment: **21 June 2018**

JUDGMENT OF SCT JUDGE NASSIR AL NASSER

UPON hearing the Claimant at the Hearing on 21 June 2018;

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

IT IS HEREBY ORDERED THAT:

1. The Defendant shall pay the Claimant the sum of AED 154,737.49 plus interest at the rate of 9% per annum.

2. The Defendant shall pay the Claimant the Court fees in the sum of AED 7,736.87.

Issued by:

Nassir Al Nasser

SCT Judge

Date of issue: 21 June 2018

At: 3pm

THE REASONS

Parties

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

2. The Defendant is Ifeta, an individual and Indian National (the "Defendant").

Background

3. The parties entered into a written agreement on 15 September 2017, entitled `Igete Smart Loan (the "Original Agreement"). Under the terms of the Original Agreement, the Claimant was to receive a loan of AED 148,592.02 with a repayment schedule of 108 instalments of AED 3,342.

4. Thus, the Defendant allegedly received a loan of AED 148,592.02 on 15 October 2017 (the "Loan").

5. The Defendant made regular repayments of the Loan and paid 4 installments, after which he fell into arrears since 1 March 2018. According to the Claimant, the remaining amount currently outstanding on the loan is AED 154,737.49. However, the Defendant sent a letter to the bank

requesting a restructure of the loan.

6. Following the Defendant's failure to keep up with his repayments, the Claimant filed a claim with the DIFC Courts' Small Claims Tribunal (the "SCT") to recover the amounts on 19 April 2018 (the "Claim").

7. The Defendant responded to the Claim on 9 May 2018 intending to defend part of the claim. On 22 May 2018, the Defendant attended the Consultation scheduled by the SCT but the parties were unable to reach a settlement at the Consultation.

8. Subsequently, the SCT directed the Claimant to file its submission on 5 June 2018, and the Defendant to file its response on 19 June 2018, to which the Defendant failed to do so. The SCT listed a hearing on 21 June 2018, to which the Defendant failed to file his defence and also failed to attend the hearing. However, I do note that, 1 hour prior to the hearing, the Defendant sent an email to the SCT requesting an extension of two weeks to file its defence, but I rejected the Defendant's request for the reason that he had enough time to file his defence.

Parties' Submissions and Procedural History

9. The Claimant's Claim Form detailed the provisions of the Original Agreement and alleged that the Defendant owed the Claimant AED 154,737.49 in repayment for the Loan. The Claimant contended that the DIFC Courts and the SCT had jurisdiction over the claim via Clause 18 of the Original Agreement. The Claim Form including attachments in support of the claims including details of the Loan and a statement of the Loan account.

10. The Defendant submitted an Acknowledgement of Service on 9 May 2018 but failed to submit a defence within the deadline given by the SCT Registry. However, the Defendant, 1 hour prior to the hearing sent an email to the SCT Registry requesting an extension of two weeks to submit its defence. I rejected this request. The Defendant then sent an email after the hearing, stating that the direction sent by the SCT Registry on 23 May 2018 was not clear and that the Claimant did not file further submissions as directed by the Registry.

11. The Claimant also claimed a post Judgment interest with the Court fees.

12. Pursuant to Rule 53.61 of the Rules of the DIFC Courts it states that "*if a defendant does not attend the hearing and the claimant does attend the hearing, the SCT may decide the claim on the basis of the evidence of the Claimant alone*".

Discussion

13. This Claim is related to a Loan, in which the Loan Claim must be assessed based on the documentary evidence provided to adjudicate whether the Defendant is in arrears and how much remains owing to the Claimant.

14. The Claimant argues that the Original Agreement remains valid between the parties and was signed by the Defendant on 15 September 2017 (a copy of the Agreement was attached to the case file). The amount of the loan was AED 148,529.02 at the rate of 23.99% per annum.

15. The Claimant also argues that the Defendant only paid 4 installments and was in arrears in the sum of AED 9,889.83 since 1 March 2018. As of the date of the claim the principal amount was AED 145,837.15. Therefore, the outstanding amount in relation to the Loan is AED 154,737.49.

16. The Defendant failed to file a defence and the deadline has passed, the Defendant also failed to attend the hearing.

17. Therefore, pursuant to Rule 53.61 of the Rules of the DIFC Courts, the Claimant is entitled to the claimed amount in the sum of AED 154,737.49 plus interest at the rate of 9% per annum as per the Practice Direction No. 4 of 2017 - Interest on Judgments.

18. The Defendant shall pay the Claimant the Court fee in the sum of AED 7,736.87.

Finding

19. The Defendant shall pay the Claimant the Loan amount in the sum of AED 154,737.49 plus interest at the rate of 9% per annum.

20. The Defendant shall pay the Claimant the Court Fee in the sum of AED 7,736.87.

Issued by:

Nassir Al Nasser

SCT Judge

Date of issue: 21 June 2018

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