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

JALIAH BANK (PJSC)

Claimant

and

JAZLYN

Defendant

Hearing:**1 April 2019**

Judgment:**2 April 2019**

JUDGMENT OF SCT JUDGE MAHA AL MEHAIRI

UPON the Claim Form being filed on 25 February 2019;

UPON the Defendant acknowledging service of the Claim Form and indicating his intent to defend part of the Claim on 26 February 2019;

UPON the parties being called on 5 March 2019 for a Consultation with SCT Judge Nassir Al Nasser and the parties not having reached settlement;

UPON a Hearing having been held before SCT Maha Al Mehairi on 1 April 2019, with the Claimant's representative, Jide Ahmed 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 pay the Claimant AED 106,052.26 in respect of the unpaid loan and credit card.

2. The Defendant shall pay the Claimant the Court Fee in the sum of AED 5,302.62.

Issued by:

Maha Al Mehairi

SCT Judge

Date of issue: 2 April 2019

At: 9am

THE REASONS

The Parties

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

2. The Defendant is Jazlyn, a Lebanon National (the "Defendant").

Background

3. The parties entered into a written agreement on 19 March 2016, entitled `Jaliah Smart Loan, Credit Card Application Form' (the "Agreement"). Under the terms of the Agreement, the Claimant received a loan of AED 250,000 on 31 March 2016 (the "loan"), to be repaid in 38 monthly instalments of AED 6,150. The Claimant also received a credit card to the value of AED 3,000 (the "credit card").

4. The Defendant made regular repayments of the loan until 1 October 2018, after which date he fell into arrears. The remaining amount currently outstanding is AED 104,130.71. The Defendant has also failed to repay the credit card amount. The sum of the amounts owed by the Defendant to the Claimant in relation to the loan and credit card is AED 1,616.55.

5. Following the Defendants' failure to keep up with his repayments, the Claimant filed a claim to recover the amounts on 25 February 2019 (the "Claim").

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

7. The parties met for a Consultation with SCT Judge Nassir Al Nasser on 5 March 2019 but were unable to reach a settlement.

8. On 1 April 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 38 equal instalments. The Agreement also provided for a credit card to be provided in favour of the Defendant, which was up to AED 3,000 in value. The Claimant confirmed that it sought repayment of the outstanding amounts of the loan and credit card, which amounted to AED 106,052.26.

10. In the Hearing, no defence was put forward by the Defendant who agreed that a total of AED 106,052.26 was owed by him to the Claimant. The Defendant explained that he had made regular repayments of the loan until October 2018 and that due to losing his job he was unable to continue. He submitted that he 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.

Finding

11. 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 106,052.26, being the sum of the outstanding loan and credit card amounts borrowed by the Defendant.

12. 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.

13. The Defendant shall pay the Claimant the Court Fee in the sum of AED 5,302.62.

Issued by:

Maha Al Mehairi

SCT Judge

Date of issue: 2 April 2019

At: 9am