Claim No. SCT 089/2020

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

LUNE

Claimant

and

LUTEN

Defendant

Hearing **: 19 April 2020**
Judgment **: 30 April 2020**

JUDGMENT OF SCT JUDGE MAHA AL MEHAIRI

UPON the Claim Form being filed on 3 March 2020

AND UPON the Defendant filing an Acknowledgment of Service with an intention to defend part of this claim dated 10 March 2020

AND UPON the parties being called on 17 March 2020 for a Consultation with SCT Judge Delvin Sumo and the parties not having reached settlement

AND UPON a Hearing having been held before SCT Maha Al Mehairi on 19 April 2020, with the Claimant's representative and the Defendant attending via teleconference

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 154,357.98 in relation to sums owed for the unpaid loan and credit card.

2. In addition, pursuant to DIFC Courts' Practice Direction 4 of 2017, the Defendant shall pay interest on the judgment sum to the Claimant from the date of this judgment, until the date of full payment, at the rate of 9% annually.

3. The Defendant shall pay the Claimant the Court Fee in the sum of AED 7,717.91.

Issued by:
Ayesha Bin Kalban
SCT Judge and Deputy Registrar
Date of issue: 30 April 2020
At: XXpm

THE REASONS

Parties

1. The Claimant is Lune a bank providing financial products and services including personal loans and credit cards to customers (the "Claimant").

2. The Defendant is Luten, a customer of the Claimant (the "Defendant").

Background

3. The parties entered into a written agreement on 20 June 2017, entitled `Lune Smart Loan, Credit Card Application Form' (the "Agreement"). Under the terms of the Agreement, the Claimant received a loan of AED 220,000 on 11 July 2017 (the "Loan"), to be repaid in 48 monthly installments of AED 5,481. The Defendant made regular repayments of the Loan until 15 April 2019, after which time he fell into arrears. The outstanding amount currently owed by the Defendant in relation to the Loan is AED 150,857.98.

4. The Claimant also received a credit card with a credit limit of AED 3,500 (the "Simply Card"). The Defendant made regular repayments of the Simply Card until 8 February 2020, after which time he fell into arrears. The outstanding amount currently owed by the Defendant in relation to the Loan is AED 2,884.38.

5. At the time of filing the Claim, the remaining amount currently outstanding against the Loan and the Simply Card was in the amount of AED 154,357.98.

6. Following the Defendant's failure to keep up with his repayments, the Claimant filed a claim to recover the outstanding sum on 3 March 2020 (the "Claim").

7. Although the Defendant indicated his intention to defend part of the Claim, no defence was submitted. The Defendant submitted proof of partial payment of the Loan.

8. On 19 April 2020, at a hearing listed before me, 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, under which the Claimant approved the sale of a Loan to the Defendant in the sum of AED 220,000, which was to be repaid in 48 equal instalments. The Claimant confirmed that it sought repayment of the outstanding amounts of the Loan and the Simply Card, which, at the time, amounted to AED 154,357.98, and recovery of costs.

10. In the hearing the Defendant did not object to the amount claimed and has stated that due to his employment situation he is facing difficulties repaying the amount.

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 by the Defendant a total amount of AED 154,357.98, being the sums due in respect of the Loan and the Simply Card.

12. The Claimant confirmed that interest had already been factored into the value of the claimed amount.

13. In addition, pursuant to DIFC Courts' Practice Direction 4 of 2017, the Defendant shall pay interest on the judgment sum to the Claimant from the date of this judgment, until the date of full payment, at the rate of 9% annually.

14. The Defendant shall pay the Claimant the Court Fee in the sum of AED 7,717.91

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