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 H.E. JUSTICE NASSIR AL NASSER

BETWEEN

LINU

Claimant

and

LAKSITA

Defendant

Hearing : **12 October 2021**
Judgment : **14 October 2021**

JUDGMENT OF H.E. JUSTICE NASSIR AL NASSER

UPON hearing the Claimant's representative at the Hearing;

AND UPON the Defendant failing to attend the Hearing although served notice of the Hearing date;

AND PURSUANT TO Rule 53.61 of the DIFC Courts, `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';

AND UPON reading the submissions and evidence filed and recorded on the Court file

IT IS HEREBY ORDERED THAT:

1. The Defendant shall pay the Claimant the amount of AED 140,591.30 in relation to sums owed for the Personal Loan, plus interest at the rate of 9% per annum.

2. The Claimant's claim in relation to the MasterGold Credit Card and the Logesh Cashback Credit Card shall be dismissed for lack of jurisdiction.

3. The Defendant shall pay the Claimant the Court fee in the sum of AED 7,029.56.

Issued by:
Nassir Al Nasser
SCT Registrar
Date of issue: 14 October 2021
At: 12pm

THE REASONS

Parties

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

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

Background

3. The parties entered into a written agreement on 10 May 2018, titled `LINU Personal Loan and Credit Card Application Form' (the "Agreement").

4. On 27 May 2018, following the Agreement, the Defendant was granted a personal loan of AED 249,000 that was repayable in 48 monthly installments of in the sum of AED 6,313 (the "Personal Loan"). The outstanding amount is currently AED 140,591.30.

5. On 20 March 2018, the Claimant granted the Defendant a MasterCard Gold Credit Card ("Mastercard Gold") with a limit of AED 11,600. The credit card is in arrears since 13 February 2021, and the total remaining balance is AED 14,541.69.

6. Additionally, the Claimant on 20 March 2016 granted the Defendant a "Logesh Cashback Card" with a limit of AED 3,000. The credit card

account has been in arrears since 5 May 2021, and the remaining amount is AED 2,892.19.

7. On 28 June 2021, the Claimant filed a Claim (the "Claim") with the DIFC Courts' Small Claims Tribunal (the "SCT") to recover the outstanding amounts, due to the Defendant's failure to maintain his repayments.

8. The Defendant failed to respond to the claim or attend the Hearing, although served notice of the hearing date.

Discussion

9. This Claim includes two main elements. First, it must be established that the DIFC Courts have jurisdiction over the Claimant's Claims, namely, the Personal Loan Claim, the Mastercard Gold Claim, and the Logesh Cashback card. Second, the Claims must be assessed based on the documentary evidence provided to adjudicate whether the Defendant is in arrears and, if so, how much remains owing to the Claimant.

10. Due to the important fact that the SCT cannot give judgment on claims falling outside of its jurisdiction, I will address the SCT's jurisdiction over each claim below.

The Personal Loan Claim

11. The Claimant argues that the Agreement between the parties was signed by the Defendant on 10 May 2018 (a copy of the Agreement was attached to the case file).

12. Subject to the Agreement, the Defendant was awarded a Personal Loan in the sum of AED 249,000.

13. The Claimant contends that the DIFC Courts and the SCT have jurisdiction over the claim as the Defendant agreed to the terms and conditions set forth in the Agreement, as presented on the LINU system, which states at Clause 18, as follows:

> "the Civil Court of the Individual Emirates. The Federal Civil Courts of the United Arab Emirates, and the Courts of the Dubai International Financial Centre (including without limitation the Small Claims Tribunal of the DIFC). Shall have non-exclusive jurisdiction over all matters arising under the products' terms and conditions save that bank shall have the right to file actions in any court with jurisdiction over you or your assets."

14. I find that the parties have opted-in to the jurisdiction of the DIFC Courts pursuant to Clause 18 of the Terms and Conditions.

15. In relation to the Personal Loan Claim, the Defendant failed to provide any defence to the claim. Therefore, based on the documentary evidence before me, I am satisfied that the Defendant has been in arrears and the remaining balance of the Loan is the sum of AED 140,591.30.

16. The Claimant further requested post judgment interest pursuant to the Practice Direction No. 4 of 2017, which I shall award the Claimant.

The Credit Card Claims

17. In respect of the Mastergold Credit Card Claim, the Claimant failed to include the Agreement between the parties concerning the Mastergold Credit Card.

18. Therefore, I find that there is no evidence to establish the Agreement on the Mastergold Credit Card.

19. With reference to the Logesh Credit Card Claim, the Claimant presented the Credit Card Application form signed by the Defendant.

20. In relation to the jurisdiction, I note that neither party is a DIFC entity nor have the parties validly opted-in to the SCT's jurisdiction by way of written consent, thus, I am of the view that the SCT does not have jurisdiction over this Claim. While this is a valid argument for the Personal Loan Claim, as per Clause 18 of the Terms and Conditions, this argument does not apply for the Logesh Credit Card Claim.

21. Therefore, I shall dismiss the Claimant's claim for the sum of AED 14,541.69 in respect of the MasterGold Credit Card.

22. And I shall dismiss the Claimant's claim for the sum of AED 2,892.19. in respect of the Logesh Credit Card.

23. The Defendant shall pay the Claimant the Court fee in the sum of AED 7,029.56.

Conclusion

24. The Defendant shall pay the Claimant the amount of AED 140,591.30 referring to sums owed for the Personal Loan, plus interest at the rate of 9% per annum.

25. The Claimant's Claim in relation to the MasterGold Credit Card and the Logesh Cashback Credit Card shall be dismissed for lack of jurisdiction.

26. The Defendant shall pay the Claimant the Court fee in the sum of AED 7,029.56.