Claim No. SCT 061/2020

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

LUDHAN BANK (PJSC)

Claimant

and

LIONE

Defendant

Hearing **: 20 April 2020**
Judgment **: 23 April 2020**

JUDGMENT OF SCT JUDGE MAHA AL MEHAIRI

UPON the Claim Form being filed on 25 February 2020

AND UPON the Defendant filing an Acknowledgment of Service with an intention to defend all of this claim dated 3 March 2020

AND UPON the parties being called on 12 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 20 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 AED 57,833.27 in respect of the unpaid loan.

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 2,891.65.

Issued by:
Ayesha Bin Kalban
SCT Judge and Deputy Registrar
Date of issue: 23 April 2020
At: 11am

THE REASONS

Parties

1. The Claimant is Ludhan Bank (), a bank providing financial products and services including personal loans to customers (the "Claimant").

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

Background

3. The parties entered into a written agreement on 9 September 2014, entitled `Ludhan Smart Loan, Credit Card Application Form' (the "Agreement"). Under the terms of the Agreement, the Claimant received a loan of AED 254,000 on 30 July 2015 (the "Loan"), to be repaid in 48 monthly installments of AED 6,195.

4. The Defendant made regular repayments of the Loan until 25 December 2018, after which time he fell into arrears. At the time of filing the Claim, the remaining amount currently outstanding against the Loan was AED 57,833.27.

5. Following the Defendant's failure to keep up with his repayments, the Claimant filed a claim to recover the outstanding sum on 25 February

2020 (the "Claim").

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

7. On 20 April 2020, at a hearing listed before me, I heard submissions from the Claimant's representative and the Defendant was absent.

Discussion

8. 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 254,000, which was to be repaid in 48 equal instalments. The Claimant confirmed that it sought repayment of the outstanding amounts of the Loan, which, at the time, amounted to AED 57,833.27, and recovery of costs.

9. 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

10. 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 57,833.27, being the sum of the outstanding Loan borrowed by the Defendant.

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

12. 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.

13. Each party shall bear its own costs.

Issued by:
Ayesha Bin Kalban
SCT Judge and Deputy Registrar
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