Claim No. SCT 183/2018

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

IPSHITA COMMERCIAL BANK (PJSC)

Claimant

and

IFFAT

Defendant

Hearing: **24 June 2018**

Judgment: **27 June 2018**

JUDGMENT OF SCT JUDGE MAHA AL MEHAIRI

UPON the Claim Form being filed on 25 April 2018;

UPON the Defendant acknowledging service of the Claim Form and indicating his intention to defend part of the Claim on 5 June 2018;

UPON the parties being called for a Consultation with SCT Judge Ayesha Bin Kalban and the parties not having reached settlement;

UPON a Hearing having been held before SCT Judge Maha Al Mehairi on 24 June 2018, with the Claimant's representative, ifza 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 shall pay the Claimant the sum of AED 219,351.91 plus interest at the rate of 9% per annum.

2. The Defendant shall pay the Claimant the Court fees in the sum of AED 10,967.59.

Issued by:

Maha Al Mehairi

SCT Judge

Date of issue: 27 June 2018

At: 9am

THE REASONS

Parties

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

2. The Defendant is Iffat, an Indian National (the "Defendant").

Background

3. The parties entered into a written agreement on 5 June 2017, entitled `Ipshita Personal Loan and overdraft' (the "Agreement"). Under the terms of the Agreement, the Claimant received a loan of AED 330,000 on 12 September 2017 (the "Loan"), to be repaid in 31 monthly instalments of AED 8,111.

4. The Defendant made regular repayments of the Loan until 5 November 2017, after which date he fell into arrears. The remaining amount currently outstanding is AED 210,573.45.

5. Following the Defendant's failure to keep up with his repayments, the Claimant filed a claim to recover the amounts on 25 April 2018 (the "Claim").

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

7. The parties met for a Consultation with SCT Judge Ayesha Bin Kalban but were unable to reach a settlement.

8. On 24 June 2018, 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 330,000 loan to be made to the Defendant by the Claimant, which was to be repaid in 31 equal instalments. The Claimant confirmed that it sought repayment of the outstanding amounts of the Loan, which amounted to AED 219,351.91, in addition to 14.99% interest and recovery of costs.

10. In the Hearing, no defence was put forward by the Defendant who agreed that a total of AED 219,351.91 was owed by him to the Claimant. The Defendant explained that he had made regular repayments of the Loan until 5 November 2017 and that due to difficulties with the business the Claimant had lost his job. He submitted that he wanted to repay the outstanding amount and that he had made efforts to find a new job but is still searching for one.

11. This is a very straightforward matter and since the Defendant confirmed that the amount is owed and still pending, I am satisfied that there is a valid and binding Agreement between the parties and that the Claimant is owed a total of AED 219,351.91, being the sum of the outstanding Loan borrowed by the Defendant.

12. The Claimant also 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.

Finding

13. The Defendant shall pay the Claimant the sum of AED 219,351.91 plus interest at the rate of 9% per annum.

14. The Defendant shall pay the Claimant the Court fees in the sum of AED 10,967.59.

Issued by:

Maha Al Mehairi

SCT Judge

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