Claim No. SCT 190/2018

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

IDOWU COMMERCIAL BANK (PJSC)

Claimant

and

IDRAK

Defendant

Hearing:**21 June 2018**

Judgment:**24 June 2018**

JUDGMENT OF SCT JUDGE MAHA AL MEHAIRI

UPON the Claim Form being filed on 3 May 2018;

UPON the Defendant failing to file an Acknowledgment of Service Form;

UPON the parties being called for a Consultation with SCT Judge Ayesha Bin Kalban on both 31 May and 7 June 2018, and the parties failing to reach a settlement;

UPON a Hearing having been held before SCT Judge Maha Al Mehairi on 21 June 2018, with the Claimant's representative, Ihita attending via telephone and the Defendant absent although served Notice of the Hearing date;

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 amount of AED 165,593.36 in respect of the unpaid loan.

2. The Defendant shall pay the Claimant the Court filing fee in the amount of AED 8,279.66.

3. The Defendant shall pay the Claimant interest at the rate of 9 % from the period of 21 June 2018.

Issued by:

Maha Al Mehairi

SCT Judge

Date of issue: 24 June 2018

At: 11am

THE REASONS

Parties

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

2. The Defendant is Idrak, a Pakistani National (the "Defendant").

Background

3. The parties entered into a written agreement on 13 October 2017, entitled `Idowu Application Personal Loan' (the "Agreement"). Under the terms of the Agreement, the Claimant received a personal loan on 19 March 2017 for the amount of AED 190,000 (the "Loan"), to be repaid in 48 monthly instalments of AED 4,467.

4. The Defendant made regular repayments of the loan until 14 February 2018, after which date he fell into arrears. The remaining amount currently outstanding is AED 165,593.36.

5. Following the Defendant's failure to keep up with his repayments, the Claimant filed a claim to recover the amounts on 3 May 2018 (the "Claim").

6. The Defendant failed to attend the final hearing, and there was no defence submitted in the case.

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

8. On 21 June 2018, I heard submissions from the Claimant's representative, however, the Defendant was absent from the hearing. Pursuant to Rule 53.61 of the Rules 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. As such I will give a ruling depending on the Claimant's submissions in the case."*

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 190,000 loan to be made to the Defendant by the Claimant, which was to be repaid in 48 equal instalments. The Claimant confirmed that it sought repayment of the outstanding amounts of the loan, which amounted to AED 165,593.36, in addition to 14.99% interest and recovery of costs.

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 165,593.36, being the sum of the outstanding loan amount being borrowed by the Defendant.

11. The Claimant has also claimed interest, Article 118(2) of the DIFC Contract Law provides that the "rate of interest shall be the average bank short-term lending rate to prime borrowers prevailing for the currency of payment at the place for payment." Pursuant to Practice Direction 4 of 2017, Interest on Judgments, the Claimant is granted interest to accrue on the judgment amount at the rate of 9% from the period of 21 June 2018.

12. The Defendant shall pay the Claimant the Court filing fee in the amount of AED 8,279.66.

13. Therefore, based on the above reasons the Claimants claims against the Defendant are accepted.

Issued by:

Maha Al Mehairi

SCT Judge

Date of issue: 24 June 2018

At: 11am