**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

**JASNI COMMERCIAL BANK (PJSC)**

Claimant

and

**JAHED**

Defendant

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Hearing:**[illegible] 21 May 2019**

Judgment:**[illegible] 29 May 2019**

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**JUDGMENT OF SCT JUDGE MAHA AL MEHAIRI**

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**UPON** the Claim Form being filed on 21 April 2019;

**AND UPON** the Defendant acknowledging service of the Claim Form and indicating his intent to defend part of the Claim on 28 April 2019;

**AND UPON** a Hearing having been held before SCT Maha Al Mehairi on 21 May 2019, with the Claimant's representative, Mr. Jadur 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 pay the Claimant AED 58,874.47 in respect of the unpaid loan.

2. The Defendant shall pay the Claimant's court fee in the amount of AED 2,943.71.

Issued by:

**Maha Al Mehairi**

SCT Judge

Date of issue: 29 May 2019

At: 9am

**THE REASONS**

**Parties**

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

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

**Background**

3. The parties entered into a written agreement on 4 May 2016, entitled `Jasni Simply Life Personal Loan and Credit Card Application Form'

(the "Agreement"). Under the terms of the Agreement, the Claimant received a loan of AED 82,000 on 17 May 2016 (the "Loan"), to be repaid in 48 monthly instalments of AED 2,194. The Defendant was also granted a simply life cash back card with a limit of AED 3,000.

4. The Defendant made regular repayments of the loan until 4 October 2018, after which date she fell into arrears. The remaining amount currently outstanding is AED 54,856.33. The Credit Card has been also in arrears since 9 April 2016, the outstanding amount is AED 4,018.14.

5. Following the Defendants' failure to keep up with her repayments, the Claimant filed a claim to recover the amounts on 21 April 2019 (the "Claim").

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

7. On 21 May 2019, I heard submissions from the Claimant's representative and the Defendant.

**Discussion**

8. In its written submissions and in the Hearing, the Claimant relied on the terms of the Agreement which set out for an AED 82,000 loan to be made to the Defendant by the Claimant, which was to be repaid in 48 equal instalments, and a credit card with a limit of AED 3,000.

9. In the Hearing, no defence was put forward by the Defendant who agreed that a total of AED 58,874.47 was owed by her to the Claimant. The Defendant explained that she had made regular repayments of the loan until October 2018 but was unable to do so afterwards due to falling ill herself, and then her parents falling ill, and her being the sole provider to her family. It was submitted that she wanted to repay the outstanding amount and had made efforts to contact the Claimant to arrange a new payment plan. The Claimant accepted that the Defendant had been in discussions with the collections department of the Claimant, however, no new payment plan was confirmed.

**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 58,874.47, 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, therefore no separate award shall be made in respect of interest.

Issued by:

**Maha Al Mehairi**

SCT Judge

Date of issue: 29 May 2019

At: 9am