Claim No. SCT 176/2018

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

IKHLASCOMMERCIAL BANK (PJSC)

Claimant

and

IDREES

Defendant

Hearing:**10 June 2018**

Judgment:**20 June 2018**

JUDGMENT OF SCT JUDGE MAHA AL MEHAIRI

UPON the Claim Form being filed on 22 April 2018;

UPON the Defendant acknowledging service of the Claim Form and indicating his intent to defend all of the Claim on 26 April 2018;

UPON the parties being called for a Consultation on 6 May 2018 before SCT Judge Mariam Deen and the parties not having reached settlement;

UPON a Hearing having been held before SCT Judge Maha Al Mehairi on 10 June 2018, with the Claimant's representative, Mr. Iglik on telephone and the Defendant in attendance;

AND UPON reviewing the documents and evidence submitted in the Court file;

IT IS HEREBY ORDERED THAT the Defendant pay the Claimant AED 181,503.93 in respect of the unpaid loan.

Issued by:

Maha Al Mehairi

SCT Judge

Date of issue: 20 June 2018

At: 12pm

THE REASONS

Parties

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

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

Background

3. The parties entered into a written agreement on 5 January 2016, entitled `Simply Life Personal Loan' (the "Agreement"). Under the terms of the Agreement, the Claimant received a loan of AED 325,000 (the "Loan"), to be repaid in 48 monthly installments of AED 8,002.

4. The Defendant made regular repayments of the Loan until 31 January 2018, after which date he fell into arrears. The remaining amount currently

outstanding is AED 178,925.89.

5. Following the Defendant's failure to keep up with his repayments, the Claimant filed a claim to recover the amounts on 22 April 2018 (the "Claim").

6. In his Acknowledgment of Service, the Defendant indicated his intention to defend all of the Claim.

7. The parties met for a Consultation with SCT Judge Mariam Deen on 6 May 2018 but were unable to reach a settlement.

8. On 10 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 a AED 325,000 loan to be made to the Defendant by the Claimant, which was to be repaid in 48 equal installments. The Claimant confirmed that it sought repayment of the outstanding amounts of the loan, which amounted to AED 178,925.89, in addition to 14.99% interest and recovery of costs.

10. In the Hearing, the Defendant put forward a defence stating that the Claimant failed to disclose that failure to pay was triggered by the Claimant's misrepresentation practices, the Defendant added that he continuingly paid his monthly installments up to 31 January 2018 and due to some unexpected financial crisis, the Defendant had initiated discussions with the Claimant to restructure and reduce the monthly installments.

11. The Defendant also added that he had informed the bank about the salary delays and was in contact with Claimant's representative on 29 January 2018 to discuss the matter. On 31 January 2018, the Defendant visited the Ikhlas dubai branch and had a discussion with Mr. Ifat to confirm the restructure of the Loan. However, the Defendant received a call from the Police at the same time that he was in the discussion with the Claimant in regard to the restructure of the Loan. The Claimant went ahead and deposited the security cheque, which bounced back due to insufficient funds.

12. The Defendant states that due to the police case, the Defendant was imprisoned for 1 night and was made to pay a fine of AED 10,000 which could have been used towards the monthly installment for the Loan.

13. In his defence, the Defendant requested that the Court restructure his loan to an amount of AED 2,000 per month as he is undergoing severe financial crisis, and to grant damages against the Claimant in the form of reimbursement of the fine paid as a direct result of Claimant's misrepresentation practices, in addition, to the filing fees and expenses that he paid.

Finding

14. This is a very straightforward matter, I am satisfied that there was a valid and binding Agreement between the parties and that the Claimant is owed a total of AED 181,503.93, being the sum of the outstanding Loan borrowed, plus interest, and the court filing fee.

15. 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.

16. In regard to the Defendant's request, there was no Counterclaim filed in the case and as such the requests are denied.

Issued by:

Maha Al Mehairi

SCT Judge

Date of issue: 20 June 2018

At: 12pm