Claim No. SCT 066/2019

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 NASSIR AL NASSER

BETWEEN

JANIE COMMERCIAL BANK (PJSC)

Claimant

and

JINDAS

Defendant

Hearing:**6 March 2019**

Judgment: **7 March 2019**

JUDGMENT OF SCT JUDGE NASSIR AL NASSER

UPON the Claim Form being filed on 1 February 2019;

AND UPON the Defendant filing an Acknowledgment of Service Form intending to defend all of this claim;

AND UPON the parties being called for a Consultation with SCT Judge Hayley Norton on 17 February 2019, and the parties failing to reach a settlement;

AND UPON a Hearing having been held before SCT Judge Nassir Al Nasser on 6 March 2019, with the Claimant's representative, Mr. Jug, and the Defendant attending in person;

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 155,145.93 in respect of the loan plus interest at the rate of 9% from the date this judgment is entered.

2. The Defendant shall pay the Claimant the Court filing fee in the amount of AED 7,757.29.

Issued by:

Hayley Norton

SCT Judge

Date of issue: 7 March 2019

At: 3pm

THE REASONS

Parties

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

2. The Defendant is Jindas, a Philippines National (the "Defendant").

Background

3. The parties entered into a written agreement on 26 April 2017, entitled `Janie Application Form Simply Life Personal Loan' (the "Agreement"). Under the terms of the Agreement, the Claimant received a personal loan on 14 May 2017 for the amount of AED 170,000 (the "Loan"), at a profit rate of 10.99% per annum to be repaid in 48 monthly instalments, in which the maturity date will be on 25 June 2021.

4. Following the Defendant's failure to keep up with her repayments, the Claimant filed a claim to recover the amounts on 10 February 2019 (the "Claim").

5. The parties met for a Consultation with SCT Judge Hayley Norton but were unable to reach a settlement.

6. A hearing was held before SCT Judge Nassir Al Nasser on 6 March 2019, with the Claimant's representative, Mr. Jug and the Defendant attending in person

Discussion

7. In its written submissions and in the Hearing, the Claimant relied on the terms of the Agreement which set out for an AED 170,000 loan at the profit rate of 10.99% per annum to be made to the Claimant by the Defendant, which was to be repaid in 48 monthly instalments.

8. The Defendant paid 8 instalments in the sum of AED 35,592, following which the Defendant failed to repay the loan from 31 October 2018.

9. The Claimant confirmed that it sought repayment of the total sum of AED 155,145.93 which consists of the outstanding amounts of the loan.

10. At the hearing, the Defendant admitted the sum of AED 155,145.93 claimed by the Claimant but argued that she is only able to repay in monthly instalments of AED 2,000 per month, which the Claimant rejected.

11. The Claimant has also claimed post Judgment interest and the Court fees.

12. Pursuant to Practice Direction No. 4 of 2017 dated 20 November 2017, the Claimant is entitled to 9% interest from the date the Judgment is entered, at the rate of 9% or such other rate as the judge may prescribe.

Conclusion

13. In light of the aforementioned, I find that the Defendant is liable to pay the Claimant the sum of AED 155,145.93 plus 9% interest from the date the Judgment is entered.

14. The Defendant shall pay the Claimant the Court filing fee in the amount of AED 7,757.29.

Issued by:

Hayley Norton

SCT Judge

Date of issue: 7 March 2019

At: 3pm