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 AND DEPUTY REGISTRAR AYESHA BIN KALBAN

BETWEEN

LEVIS

Claimant

and

LOUISA

Defendant

Hearing

: 12 February 2020

Judgment

: 18 February 2020

JUDGMENT OF SCT JUDGE AND DEPUTY REGISTRAR AYESHA BIN KALBAN

UPON the Claim Form being filed on 9 December 2019

AND UPON the parties being called on 19 January 2020 for a Consultation with SCT Judge Nassir Al Nasser and the parties not having reached settlement

AND UPON a Hearing having been held before SCT Judge Ayesha Bin Kalban on 12 February 2020, with the Claimant's representative appearing by way of telephone 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 AED 121,022.41 in respect of the sums owed to the Claimant by the Defendant, plus interest at the rate of 9% per annum.

2. The Defendant shall pay the Claimant the Court Fee in the sum of AED 6,051.10.

Issued by:

Ayesha Bin Kalban

SCT Judge and Deputy Registrar

Date of issue: 18 February 2020

At: 1pm

THE REASONS

Parties

1. The Claimant is Levis Bank, a bank providing financial services to customers (the "Claimant").

2. The Defendant is Mr. Louisa, an individual customer of the Claimant Bank (the "Defendant").

The Claim

3. The parties entered into a written agreement on 12 January 2016, entitled `LEVIS Personal Loan Application (the "Loan Agreement"). Under

the terms of the Loan Agreement, the Claimant approved the sale of a personal loan to the Defendant. The Claimant also claims sums owed to it pursuant to a Lily Cashback Card also availed of by the Defendant.

The Personal Loan

4. Pursuant to the Loan Agreement, the Defendant received an amount of AED 150,000, to be repaid in 48 monthly instalments in the amount of AED 3,745 under the product titled the Personal Loan (the "Personal Loan"). The Claimant submits that the total outstanding sum owed to it in relation to this product, and the outstanding sum owed was AED 138,092.05.

5. On 3 July 2016, the Defendant availed of a top up on the Personal Loan, which was approved in the amount of AED 210,000 (the "Top Up Loan"). Pursuant to this, the amount of AED 71,907.95 was credited to the Defendant's account, and the amount of AED 138,092.05 was settled under the Personal Loan. The Claimant submits that the Defendant fell into arrears in relation to the Top Up Loan on 9 February 2019, and that the remaining outstanding amount is AED 101,372.18.

The Lily Cashback Card

6. On 11 January 2016, the Defendant received from the Claimant a credit card with a limit of AED 15,000. The Claimant claims that the Defendant fell into arrears and that the outstanding amount owed to the Claimant in relation to this product is AED 19,103.25.

7. Following the Defendant's failure to settle the amounts outstanding, the Claimant proceeded to file its claim for the recovery of the sums due and owed to it with the Small Claims Tribunal (the "SCT").

8. The Defendant did not file an Acknowledgment of Service, and has only provided submissions in the form of screenshots evidencing payments being made to the Claimant. In the Hearing, the Defendant did not provide a substantive defence, and submitted that he has been faced with financial difficulty and is unable to pay the amounts owed to the Claimant.

9. The parties met for a Consultation with SCT Judge Nassir Al Nasser on 19 January 2020 but were unable to reach a settlement.

Discussion

10. In its written submissions and in the Hearing, the Claimant relied on the terms of the Agreement which set out the sums owed to it by the Defendant and the dates by which the Defendant was to settle its liabilities to the Claimant. The Claimant confirmed that it sought repayment of the outstanding amounts of the products it provided to the Defendant, which, as of the hearing date, amounted to AED 121,022.41 It also confirmed that it is seeking post-judgment interest on the sums due, as well as the recovery of the fee paid to the Court for the filing of this Claim, in the amount of AED 6,051.10.

11. In the Hearing, no defence was put forward by the Defendant, who submitted that he had become unemployed and has faced health trouble since availing of the products provided to him by the Claimant, and stated that this loss prevented him from making the payments owed by him under the Agreement.

12. Based on the evidence before me and in the absence of any substantial defence being put forward by the Defendant in regards to this Claim, I am satisfied that the Agreement between the parties is valid and binding, and that the Claimant is owed a total of AED 121,022.41 being the sum of the Top Up Loan and the Lily Cashback Card. The Defendant's financial circumstances, while unfortunate, do not bear any legal standing to his obligations to the Claimant.

Finding

13. In light of my finding above, it is hereby ordered that the Defendant shall pay the Claimant the amount of AED 121,022.41 for the sums owed to it as well as the sum of AED 6,051.10 being the Court fee paid by the Claimant to the Court for the filing of this Claim.

14. The Claimant shall also be entitled to post-judgment interest at a rate of 9% per annum pursuant to the DIFC Courts' Practice Direction No. 4 of 2017.

Issued by:

Ayesha Bin Kalban

SCT Judge and Deputy Registrar

Date of issue: 18 February 2020

At: 1pm