Claim No. SCT 313/2020 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 LUTINER BANK Claimant and LACTONE Defendant Hearing : 18 October 2020 Judgment : 25 October

Claim No. SCT 313/2020

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

LUTINER BANK

Claimant

and

LACTONE

Defendant

Hearing : **18 October 2020**
Judgment : **25 October 2020**

JUDGMENT OF SCT JUDGE AND DEPUTY REGISTRAR AYESHA BIN KALBAN

UPON the Claim Form being filed on 8 September 2020

AND UPON a Hearing having been held before SCT Judge Ayesha Bin Kalban on 25 October 2020, with the Claimant's representative 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 248,910.97 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 12,445.55.

3. The enforcement of this Judgment shall be stayed until 25 November 2020, upon the parties' request.

Issued by:
Ayesha Bin Kalban
SCT Judge and Deputy Registrar
Date of issue: 25 October 2020
At: 11am

THE REASONS

Parties

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

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

The Claim

3. The parties entered into a written agreement on 13 March 2018, entitled `Lutiner Salam Smart Finance Application Form' (the "Agreement"). Under the terms of the Agreement, the Claimant approved the sale of a loan to the Defendant, sums of which remain unpaid.

4. Pursuant to the Agreement, the Defendant received an amount of AED 426,000 on 8 April 2018, to be repaid in 48 monthly instalments in the amount of AED 10,510.19 as a loan (the "Loan"). The Claimant alleges that the Defendant fell into arrears on 5 August 2020 and claims that the outstanding sum of the Loan amounts to AED 248,910.97.

5. 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").

6. The parties met for a Consultation with SCT Judge Hayley Norton on 20 September 2020 but were unable to reach a settlement.

The Defence

7. In response, the Defendant has submitted various documents to state that he has been made redundant from his employer and thus wishes to restructure the Loan in an attempt to agree a new payment plan with the Claimant.

8. The Defendant does not dispute that there are amounts owing to the Claimant by him, but has made a request for the Claimant to waive any additional penalties or charges imposed upon the Defendant.

Discussion

9. 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 248,910.97. 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 12,445.55.

10. The circumstances that have befallen the Defendant are unfortunate, however they do not relieve the Defendant from his liabilities towards the Claimant Bank. In an attempt to assist the parties reach a settlement, and specifically due to the Defendant's willingness to deposit a large amount of funds towards the outstanding amount owed to the Claimant, I requested that the parties reconvene for settlement discussions, and adjourned the Hearing to allow them to put forward possible payment plans. The parties failed to reach a favourable settlement, however they agreed to stay the enforcement of this Judgment for the period of one-week, to allow the Defendant to secure employment and to allow further settlement discussions. In light of their consent, I hereby order that the enforcement of this Judgment be stayed until 25 November 2020, at which time the Judgment will become enforceable. Should the Defendant however, wish to file an appeal against this Judgment, the relevant timings for the filing of an appeal as set out in Part 44 of the Amended Rules of the DIFC Courts shall apply.

Finding

11. In light of my finding above, it is hereby ordered that the Defendant shall pay the Claimant the amount of AED 248,910.97 for the sums owed to it under the Agreement. The Claimant is also entitled to the Court fee paid for the filing of this Claim in the amount of AED 12,445.55.

12. 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: 25 October 2020
At: 11am