

To the Court of First Instance

Dubai, UAE

Defendant:

[Johnson James]

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Plaintiff:

[Ivanov Ivan Ivanovich]

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Objection to the Claim for Recovery of Debt Under a Vehicle Purchase Agreement

1. Factual Background:

1. On January 1, 2024, the Defendant and the Plaintiff entered into a vehicle purchase agreement for a BMW X5, 2022 model, VIN No. WBA5A7C56FG123456 (hereinafter referred to as the "Vehicle").

2. The purchase price of the Vehicle was agreed to be 250,000 AED. The payment was structured in two installments: the first installment of 150,000 AED upon signing the agreement, and the second installment of 100,000 AED by March 1, 2024.

3. The Defendant made the first installment payment of 150,000 AED in accordance with the agreement and received the Vehicle on January 1, 2024.

4. Upon receipt of the Vehicle, the Defendant discovered multiple defects that render the Vehicle not fit for the purpose for which such vehicles are typically used, including issues with the engine, transmission, and electronic systems.

2. Legal Grounds for the Objection:

1. **Non-Conformity of Goods:** Pursuant to Article 543 of the UAE Civil Transactions Law (Federal Law No. 5 of 1985), the seller must deliver goods that conform to the contract. If the goods delivered are defective or do not conform to the specifications agreed upon, the buyer has the right to reject the goods.

2. **Implied Warranty:** According to Article 544 of the UAE Civil Transactions Law (Federal Law No. 5 of 1985), there is an implied warranty that the goods sold are free from any defects that would render them unfit for their ordinary use or decrease their value.

3. **Right to Withhold Payment:** Under Article 275 of the UAE Civil Transactions Law (Federal Law No. 5 of 1985), the buyer has the right to withhold payment if the seller fails to deliver goods that conform to the contract. The buyer is not obligated to pay the price until the defect is remedied or the goods are replaced.

4. **Obligation to Notify Seller:** According to Article 545 of the UAE Civil Transactions Law (Federal Law No. 5 of 1985), the buyer must notify the seller of any defects within a reasonable time after discovering them. The Defendant duly notified the Plaintiff of the defects by written notices dated January 5, 2024, January 20, 2024, and February 10, 2024.

3. Defendant's Demands:

Based on the aforementioned facts and legal grounds, the Defendant requests the Court to:

1. Dismiss the Plaintiff's claim for the outstanding debt of 100,000 AED due to the Plaintiff's failure to deliver a vehicle that conforms to the contract.
2. Order the Plaintiff to either replace the defective Vehicle with a new, defect-free vehicle or to repair the Vehicle to ensure it meets the contractual standards.
3. Order the Plaintiff to compensate the Defendant for any damages incurred as a result of the defective Vehicle, including any costs associated with alternative transportation during the period of non-conformity.
4. Order the Plaintiff to pay the Defendant's legal costs and attorney fees.

4. Attachments:

1. Copy of the vehicle purchase agreement dated January 1, 2024.
2. Copy of the vehicle delivery certificate.
3. Copy of the receipt for the first installment payment of 150,000 AED.
4. Copies of the written notices dated January 5, 2024, January 20, 2024, and February 10, 2024.
5. Expert report confirming the defects in the Vehicle.
6. Evidence of alternative transportation costs incurred by the Defendant.

Date: June 8, 2024

Defendant's Signature: _____

Johnson James