

To the Court of First Instance

Dubai, UAE

****Plaintiff:****

[Ivanov Ivan Ivanovich]

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****Defendant:****

[Johnson James]

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****Claim for Recovery of Debt Under a Vehicle Purchase Agreement****

1. Factual Background:

1. On January 1, 2024, the Plaintiff and the Defendant 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 parties agreed that the payment would be made 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 Plaintiff fulfilled his obligations under the agreement by delivering the Vehicle to the Defendant on January 1, 2024.

4. The Defendant made the first installment payment of 150,000 AED within the agreed timeframe.

5. As of the date of this claim, the Defendant has not made the second installment payment of 100,000 AED, as evidenced by the absence of a record of funds transferred to the Plaintiff's bank account and the written notices sent by the Plaintiff to the Defendant on March 1, 2024, March 15, 2024, and April 1, 2024.

2. Legal Grounds for the Claim:

1. Pursuant to Article 246 of the UAE Civil Transactions Law (Federal Law No. 5 of 1985), contracts must be performed in good faith and in accordance with their terms.

2. Pursuant to Article 336 of the UAE Civil Transactions Law (Federal Law No. 5 of 1985), if the contract is for a specific item to be delivered or handed over to the purchaser, the seller must deliver it in the same condition as when sold.

3. Pursuant to Article 414 of the UAE Civil Transactions Law (Federal Law No. 5 of 1985), the debtor is required to fulfill their obligation as agreed in the contract.

4. Pursuant to Article 476 of the UAE Civil Transactions Law (Federal Law No. 5 of 1985), the purchaser must pay the price at the time and place agreed upon.

3. Plaintiff's Demands:

Based on the foregoing and in accordance with the applicable UAE laws, the Plaintiff requests the Court to:

1. Order the Defendant to pay the outstanding debt under the vehicle purchase agreement in the amount of 100,000 AED.
2. Order the Defendant to pay interest on the outstanding amount as prescribed by UAE law, from March 1, 2024, until the date of actual payment.
3. Order the Defendant to pay the Plaintiff'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