

Ejari must be in your name to sponsor wife's UAE visa



LEGAL VIEW ASHISH MEHTA

Q: I live with my flatmate in a two-bedroom apartment situated in Downtown Dubai. The tenancy contract and Ejari are in the name of my friend, who is also my flatmate. We were told by the real estate agent that the contract can be made only in the name of one individual. Further, my name is mentioned in the contract as a permanent occupant of the apartment and the landlord is completely aware of this arrangement. I equally share the rent and utility bills along with my flatmate, but this has not been mentioned in the contract. Now, I intend to bring my wife under my sponsorship to be a resident in the UAE.

A: It should be understood that in the emirate of Dubai, an individual requires an Ejari and tenancy contract in his name to sponsor his wife or immediate family members like parents and children in the UAE. You have mentioned that your name is mentioned in the tenancy contract as an occupant. The tenancy contract may be different from an Ejari and only an Ejari is accepted as a valid document. A tenancy contract may not be enough for you to apply for the residence visa of your wife under your sponsorship. You may contact the General Directorate of Residency and Foreigners Affairs in Dubai to seek their opinion on this matter. Alternatively, you may rent another apartment and obtain an Ejari in your name; or arrange with your flatmate to move out of the apartment and

obtain a new Ejari with your name on it, for the same flat where you are residing.

What banks can do in case someone's cheque bounces

Q: I have amassed a credit card debt with various banks because I lost my job. I need to know that once the police case is settled and closed with fine for a dishonoured security cheque, can the bank still pursue further legal action against me for the recovery of money even if they claim the same from the insurance company?

A: Dishonour of a cheque due to insufficient funds is a criminal offence against the signatory of the cheque.

Whenever a cheque is dishonoured by the bank, a criminal complaint may be initiated by the cheque's beneficiary, who shall be the complainant in this matter. Article 401 of Federal Law No. 3 of 1987 on issuance of Penal Code (the 'Criminal Law') of the UAE states: "Detention or a fine shall be imposed on anyone who, in bad faith, gives a draft (cheque) without a sufficient and drawable balance or who, after giving a cheque, withdraws all or part of the balance, making the balance insufficient for the settlement of the cheque, or if he orders a drawee not to encash a cheque or makes or signs the cheque in a manner that prevents it from being encashed.

The same penalty shall apply to anyone who endorses a cheque in favour of another or gives him a bearer draft, knowing that there is no sufficient balance to honour the cheque or that it is not drawable."

Based on the above provision, it is the discretion of the court to decide the quantum of punishment, which may either be a fine or detention or both. Normally, a travel ban may

Know the law



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be imposed on the signatory of the cheque by the public prosecutor. If you are cleared of the criminal case filed against you, the bank may file a civil claim against you for the amount on the cheque plus costs and seek a travel ban, in accordance with Article 644 of Federal Law No. 18 of 1993 on the issuance of The Commercial Transactions Law, which states: "If a penal action in any of the cheque-related crimes provided for in the law of penalties have been filed against the drawer, the holder of the cheque who claims the civil right may sue the court for obtaining an amount equivalent to that of the cheque or to the extent of the unpaid amount of its value, apart from the compensation, when necessary."

Further, the bank may at its discretion pursue criminal and or civil charges against you and recovery of the amount from the insurance policy held by the bank does not provide you any immunity.

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