محكمة قطر الدولية
ومركز تسوية المنازعات
QATAR INTERNATIONAL COURT
AND DISPUTE RESOLUTION CENTRE

In the name of His Highness Sheikh Tamim bin Hamad al Thani,

Emir of the State of Qatar

Neutral Citation: [2021] QIC (F) 5

IN THE CIVIL AND COMMERCIAL COURT

OF THE QATAR FINANCIAL CENTRE

FIRST INSTANCE CIRCUIT

18 February 2021

Case No: 15 of 2020

JOHN AND WIEDEMAN LLC

Claimant

and

(1) TRIMOO PARKS LLC
(2) TALAL BIN MOHAMMED TRADING LLC
(3) LEISURE LLC
(4) FUTURE QATAR FOR BUSINESS DEVELOPMENT (ADABISC) LLC

Defendants

ORDER

(with respect to the language of proceedings)

Members of the Court:
Justice Frances Kirkham
Justice Arthur Hamilton
Justice Rashid Al Anezi

ORDER

1. The Court rules that each party is entitled to conduct its case either in English or in Arabic as it chooses.

REASONS

1. In the course of an exchange of submissions in the context of the Defendants' Application contesting the jurisdiction of the Court, the Defendants advanced certain contentions which were not directly related to that Application. These are now dealt with separately. They included a contention that the use by the Claimant of the English language in its pleadings and the filing by it of documents in that language rendered the proceedings null and void.

2. Under Article 9 of the Qatar Financial Centre Law this Court was empowered to prepare and submit to the Minister of Economy and Finance Regulations which it deemed appropriate to achieve its objectives and to aid it to implement, carry out and enforce its powers and functions. Regulations entitled "THE QATAR FINANCIAL CENTRE CIVIL AND COMMERCIAL COURT REGULATIONS AND PROCEDURAL RULES" ('the Rules") were prepared and submitted. These were in due course enacted by the Minister.

3. Article 3.2 of the Rules provides:

> "It is recognised that the Court is a court of Qatar. Accordingly, though proceedings before the Court will usually be conducted in English, the Court shall pay due respect to the fact that Arabic is the official language of the State. Parties before the Court shall be entitled to conduct proceedings in Arabic if they wish to do so."

4. That Article plainly envisages that proceedings before this Court will usually be conducted in English but that parties before it are entitled to conduct proceedings in

Arabic if they wish to do so. That may primarily contemplate both, or all, parties using the same language (English or Arabic) but the entitlement extends to individual parties conducting their respective cases in such of these two languages as they choose. Thus, for example, the Claimant in this case may, if it wishes, conduct its case in English and the Defendants, if they wish, their respective cases in Arabic.

5. The use of more than one language may, to some extent, protract proceedings but that is simply a consequence of parties exercising their rights under the Rules. No additional cost (save such as may be incurred by reason of such protraction) is incurred by parties as the Court currently takes responsibility for the translation of documents and for the provision of interpreters at any oral hearings.

6. This Court is a court of Qatar, as is recognised in Rule 3.2. However, it has been duly authorised by the legislator to allow proceedings before it to be conducted in English, subject to parties being entitled, if they wish, to conduct their cases in Arabic. There is, accordingly, no question of the Claimant having, as the Defendants maintain, infringed public order by bringing and pursuing its claim in English. There is no nullity by reason of its so acting. It is appropriate, for the purposes of future proceedings in this case, to make the Order set out above.

7. The Defendants also raised certain other issues, including whether documents other than in principal form might be used in the proceedings. These are issues best dealt with once the Defendants' defence or defences have been filed and the Claimant has had an opportunity to reply thereto. They will be addressed by procedural directions in due course.

By the Court,

Justice Arthur Hamilton

DIGITALLY SIGNED AND VERIFIED
موقّع رقمياً ومعتمد