In the name of His Highness Sheikh Tamim bin Hamad Al-Thani,
Emir of the State of Qatar

IN THE CIVIL AND COMMERCIAL COURT
OF THE QATAR FINANCIAL CENTRE
FIRST INSTANCE CIRCUIT

28 June 2016

CASE NO: 02/2016

KHALID ABUSLEIBAH

Applicant

v

QATAR FINANCIAL CENTRE AUTHORITY

Respondent

JUDGMENT

Members of the Court:

Justice Dohmann QC
Justice Al Sayed
Justice Kirkham

ORDER

1. **The Applicant do pay the Respondent the sum of QAR 2,000.00 by way of contribution to the Respondent's costs within 14 days of this order.**

JUDGMENT

1. Mr Khalid Mohammed King Abusleibah ("the Applicant") is a Jordanian national. He was employed by the Qatar Financial Centre Authority ("the Respondent") from 2005 until 2 December 2015 when his employment was terminated without cause. By agreement, although the Applicant's employment was to cease on 2 March 2016, he received a severance payment and was not required to work during that 3 months period.

2. On 13 May 2016 the Applicant applied to the Court for urgent relief, complaining inter alia about breaches of the QFC Employment Regulations and seeking an order preventing the Respondent cancelling his Residence Permit.

3. That day, the Court considered the Applicant's application on paper, as a matter of urgency, without notice to and in the absence of the Respondent. The Court made an interim order that the Respondent should take no action in respect of cancelling the Applicant's Residence Permit until such time as the matter had been considered and determined by the Court upon hearing both parties.

4. The Court heard both parties on 17 May 2016. The Applicant attended in person. The Respondent was represented by Mr Jaffey of Counsel who attended by telephone from his Chambers in London. Justice Dr Hassan Al

Sayed attended in person, justices Dohmann QC and Kirkham attended by telephone. The Applicant agreed that the hearing be conducted in English and he made no objection to proceeding notwithstanding the Respondent's very late service of its submission and supporting documents.

5. The Court reserved its judgment until Thursday 19 May 2016. However, shortly after the hearing, the parties sought time to negotiate. Settlement terms were agreed and are contained in a Consent Order dated 25 May 2016 which stipulates that: (1) the Respondent provide the Applicant with a single letter of no objection addressed to the General Directorate of Passports, Borders and Expatriate Affairs; (2) the Applicant's application of 13 May 2016 stand withdrawn; (3) paragraph 1 of the Order of 13 May [ordering the Respondent to take no action in respect of cancelling the Applicant's Residence Permit until the matter had been considered and determined by the Court] is discharged; and (4) either party may apply to the Court for an order for costs, and any such application would be determined by the Court on the basis of written submissions and without a hearing.

6. On 1 June 2016, the Respondent applied for an order that the Applicant pay the Respondent's costs and both parties submitted written submissions to the Court on the question of costs.

Application for further relief

7. On 14 June 2016, the Applicant wrote to the Court alleging that the Respondent had not adhered to the terms of the Consent Order and he sought further relief. The Respondent replied on 16 June, and the Applicant made further submissions on 20 June. The Applicant's new application concerned immigration matters, including questions concerning the transfer of sponsorship generally. This Court does not have jurisdiction in relation to issues of immigration outside the QFC, and it therefore has not considered, and it makes no determination on, the further issues raised by the Applicant.

Costs

8. The Court thus makes its costs order taking into account all matters raised prior to and included in the Consent Order.

9. Article 33 of the Civil and Commercial Court Regulations makes provision for the award of costs. The general rule is that the unsuccessful party pays the successful party's costs, though the Court may make a different order if the circumstances are appropriate.

10. The Court concludes that the Applicant should pay a contribution to the Respondent's costs, for the following reasons.

11. Article 20 of the QFC law provides that if employment terminates without a transfer of sponsorship, a person must leave the State of Qatar within 30 days of the date of termination of the employment. The duty to leave is automatic. It is not dependent upon the cancellation of a Residence Permit. The Applicant and his family were still living in Qatar and no transfer of sponsorship had been obtained by the time the Applicant applied to the Court for urgent relief. The Applicant provided limited evidence of the factual background in support of his application. The detailed evidence provided by the Respondent showed that, although it had made no objection to the Applicant finding a genuine sponsor, it had repeatedly encouraged the Applicant to make a valid application to secure a transfer of his sponsorship to a new QFC employer or to another employer in Qatar, and had tried to assist the Applicant achieve this, the Applicant had failed to take the necessary steps to enable a transfer of sponsorship to take place. As no transfer had taken place, the Applicant was under a duty to leave Qatar immediately.

12. The Applicant did not achieve the relief he sought in applying to the Court, on the contrary, he could not have succeeded because he had failed to apply for a transfer in proper form.

13. The Applicant also alleged that the Respondent had discriminated against him within the meaning of Article 15(1) of the QFC Employment Regulations, however, he failed to demonstrate that the Respondent had discriminated against him in any way.

14. Accordingly, the Respondent has been the successful party and is entitled to a costs award in its favour.

15. However, the Court concludes that the Applicant should be ordered to pay a modest sum only towards the Respondent's costs, because:

    (a) Whereas a party is entitled to be represented by advocates of its choice, including Counsel based abroad, in a straightforward matter such as the present this should not be at the expense of the unsuccessful individual;

    (b) The doubtless expensive production of a large volume of documents, including of English law authorities, was unnecessary and it also arrived too late to be of much assistance; and

    (c) The Court does not wish to deter employees and other unrepresented litigants from seeking the assistance of the Court.

16. The Court therefore orders that the Applicant pay the Respondent the sum of QAR 2,000.00 by way of contribution to the Respondent's costs. This payment should be made to the QFCA, QFC Tower 1, PO Box 23245, Doha, Qatar, within 14 days of this order.

By the Court,

Justice Dohmann QC

Representation:

For the Applicant:	Mr Khalid Abusleibah (Litigant in Person).
For the Respondent:	Mr Ben Jaffey (Counsel), Blackstone Chambers, London and Clyde & Co, QFC Branch, Doha.

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