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: [2020] QIC (F) 7

IN THE CIVIL AND COMMERCIAL COURT

OF THE QATAR FINANCIAL CENTRE

FIRST INSTANCE CIRCUIT

25 June 2020

CASE No. 2 of 2020

DENTONS & CO (QFC BRANCH)

Claimant/Applicant

v

BIN OMRAN TRADING & CONTRACTING LLC

Defendant/Respondent

JUDGMENT

Members of the Court

Justice Bruce Robertson

Justice Frances Kirkham

Justice George Arestsis

ORDER

The Claimant having made an application for summary judgment on its claim, the Court orders:

1. The Defendant must pay the Claimant QAR 118,625 within 14 days of the date of this order.

2. The Defendant must pay the Claimant's costs in relation to its claim for the principal sum of QAR 118,625, to be assessed by the Registrar if not agreed.

JUDGMENT

1. The Claimant is a law firm operating in Qatar.

2. The Claimant and Defendant agreed in 2017 that the Claimant would undertake legal services for the Defendant. The agreement is set out in a letter from the Claimant dated 18 June 2017, with accompanying Terms of Business, which was signed on behalf of the Defendant to acknowledge acceptance of the Claimant's terms. The terms provided for payment of invoices within one month after delivery.

3. The Claimant provided legal services to the Defendant.

4. By letter dated 16 July 2017 the Claimant sent the Defendant invoice number 35006550 dated 29 June 2017 for the sum of US$ 65,020 being the agreed fixed fee in respect of the legal services provided. In September 2017, the Defendant paid US $ 32,150. It has not paid the balance.

5. On 2 February 2020, the Claimant issued proceedings claiming payment of QAR 118,625 in respect of the balance of invoice 35006550, interest on that sum and costs. No defence having been filed by the Defendnat, on 18 May 2020 the Claimant applied

for summary judgment on its claim. The Defendant has not responded to that application.

6. The Court is satisfied that the Claimant's claim and application for summary judgment were duly served on the Defendant.

7. The Claimant is entitled to judgment in its favour for the principal sum claimed.

8. The Claimant claims interest at the rate of 15% per annum on the unpaid balance of the invoice, from August 2017 until now. The claim for pre-judgment interest is for a substantial sum, given the high rate of interest claimed and the period for which that claim is made. It is not in the interests of justice that summary judgment be granted in respect of this part of the Claimant's claim. The Court would need to consider the factual and legal basis for the claim for pre-judgment interest.

9. The Claimant also claims interest at 5% per annum on the judgment sum from the date of judgment until the date of payment. The Court is not persuaded that this claim is one which can be fairly considered on an application for summary judgment and to which the Defendant has not responded in any way. As with the claim for pre-judgment interest, the Court would need to consider the factual and legal basis for the claim for post-judgment interest.

10. The Claimant may need to make further submissions as regards pre-judgment and post-judgment interest if it wishes to pursue these matters.

11. As the Claimant has succeeded in its claim for the principal sum, the Defendant must pay the Claimant's legal costs relating to that part of its claim. These may be assessed by the Registrar if not agreed.

By the Court,

Justice Frances Kirkham

DIGITALLY SIGNED AND VERIFIED
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