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

IN THE CIVIL AND COMMERCIAL COURT

OF THE QATAR FINANCIAL CENTRE

FIRST INSTANCE CIRCUIT

19 March 2019

CASE No's: 10, 11 and 14 of 2018

ABDULLA JASIM AL TAMIMI

Claimant

v

(1) YOUSEF AL JAIDA

(2) QATAR FINANCIAL CENTRE AUTHORITY

and

(3) QATAR FINANCE AND BUSINESS ACADEMY LLC

Defendants

JUDGMENT

Members of the Court:

Justice Bruce Robertson
Justice Arthur Hamilton
Justice George Arestis

ORDER

1. All claims are dismissed; and

2. There is no order as to costs.

JUDGMENT

Background

1. By an agreement in writing dated 20 and signed on 30 September 2012 ("the Employment Agreement") between the Claimant, as employee, and the Qatar Finance & Business Academy (the "QFBA"), as employer, the Claimant was appointed to the position of Head of Program Delivery with the QFBA. He took up that position, a senior position in it, his joining date being 16 September 2012. The QFBA is now Qatar Finance and Business Academy LLC (hereafter also referred to as the QFBA). The Employment Agreement subsisted until it was terminated by the QFBA by written notice dated 10 December 2018, such termination to take effect on 9 March 2019.

2. So far as appears, there were at least until about January 2017 no serious difficulties with the employment relationship. In that month, the Claimant expressed concern about certain acts which he believed the then Chief Executive Officer of the QFBA had committed and on 21 September 2017 the Claimant received from the by then Acting Chief Executive Officer of the QFBA notice of a resolution transferring him from Head of Program Delivery to the position of Projects Advisor. The Claimant was not content with that proposed transfer. Certain correspondence followed but the issue was not resolved. On 12 November 2017 the Claimant made a written

complaint against the Acting Chief Executive Officer to the Employment Standards Office (the "ESO"), a body established under the QFC Employment Regulations. The ESO, having investigated the complaint, on 5 December 2017 issued its determination rejecting it. Meantime, the Claimant had made certain representations about a warning letter which had been issued to him. The ESO, having learned of these representations, treated them as a second complaint. It, however, rejected that complaint as ill-founded.

3. The determination issued by the ESO on 5 December informed the Claimant that he was entitled to appeal against that determination to the QFC Regulatory Tribunal ("the Tribunal") within 30 days of that determination. The Claimant did not at that time so appeal. Instead, on 21 February 2018 he filed a claim form in this court. In that claim ("the original claim") the Claimant named as defendant Mr Al-Jaidah, the Chief Executive Officer of the Qatar Financial Centre Authority ("the QFCA"). The QFBA, the Claimant's employer, was and is a wholly owned subsidiary of the QFCA. This court subsequently treated the QFCA and the QFBA as the proper defendants to the original claim.

4. Certain jurisdictional challenges were made to the original claim. These challenges were listed for hearing on 25 April 2018. The Claimant appeared at the hearing on his own behalf; the defendants (the QFCA and the QFBA) were represented by Mr Ben Jaffey, QC. The hearing, which was restricted to questions of law pertinent to the jurisdictional challenges, did not involve the hearing of evidence in relation to the matters complained of by the Claimant. However, the court was able to conclude, from perusal of the complaints dealt with by ESO and of the claim form

in the original claim, that the factual assertions in each case were in substance the same. Nor did it appear that the original claim proceeded on any different legal basis than that on which the ESO had proceeded. In these circumstances this court on 13 May gave judgment in which it held, among other things, that it should decline to exercise jurisdiction with respect to the original claim, the Claimant having previously "taken the ESO route" and his complaints having there been finally determined against him.

5. The Claimant next, on 23 May, filed an appeal notice with the Tribunal. However, by that time nearly six months had elapsed since the decision of the ESO was promulgated. Both the 30 day time limit imposed by the Employment Regulations and a 60 day time limit under the QFC Law had expired. The Tribunal held that it had no power to extend the 60 day period and, accordingly, dismissed the appeal. It reached that conclusion without enthusiasm, considering that in some cases that might lead to injustice.

6. Both the decision of this court and the decision of the Tribunal were the subject of applications for permission to appeal to the Appellate Division of the Court. As regards the application for permission to appeal against the decision of the Tribunal, the Appellate Division gave permission to appeal but, for the reasons given by it, then dismissed the appeal. As regards the application for permission to appeal against the decision of this court, the Appellate Division, for the reasons given by it, dismissed that application. It will be necessary, for the purposes of deciding the claims currently before this court, to return in due course to the reasoning of the Appellate Division for dismissing that application.

The Current Claims

7. Against that background it is necessary to address the current claims. They are four in number: (1) case No. 10 of 2018, (2) case No. 11 of 2018, (3) case No. 14 of 2018 and (4) case No. 1 of 2019. The first three of these concern complaints made by the Claimant with respect to his treatment in the course of his employment. The last concerns the circumstances of the termination of that employment.

8. All of these cases were directed to be heard together. Oral evidence and submissions were heard and made on 5 and 6 March 2019. The Claimant was again self-represented; Mr Jaffey again appeared for the Defendants. It should be explained that in all four cases the court considers that there are three defendants: (1) the QFBA (the Claimant's employer), (2) the QFCA (whose employment policies are in issue) and (3) Mr Yousuf Al-Jaida, the Chief Executive Officer of the QFCA, whom, and whom alone, the Claimant had in all the relative claim forms named as defendant. On the direction of the court Mr Al-Jaida attended the hearing as a witness and gave certain (limited) evidence, to which we shall return. Whether all three have been properly named as defendants will be discussed below (paragraph 50).

9. Before the current claims are individually addressed, it is important to notice certain observations which the Appellate Division made in its judgment on the original claim. It said:

"78. The circumstances in which a civil court will interfere in a dispute between employer and employee are limited. It will not normally make any mandatory order as to the manner in which an employee is to be employed, or even a mandatory order that the employer continue to employ the employee..."

10. These observations were made in the context of the Claimant's complaint in the original claim about the change of role which had been imposed on him. The Appellate Division continued:

"81. What [the Claimant] has sought to do is to complain of the manner in which his change of role was imposed. That is not a complaint that can properly be made the subject of a claim to relief in civil proceedings before the Court."

11. While these observations were made in that particular context, they are illustrative of the general principle that normally, and in the absence of legislative provision to a different effect, it is not within the scope of a civil court's powers mandatorily to require an employer to act in a particular way with respect to a person in its employment or, if the employee's employment has been terminated (lawfully or otherwise), to order his reinstatement compulsorily. That is without prejudice to any monetary relief which a court might grant to an employee who had been treated unlawfully by his employer or whose employment had been unlawfully terminated.

12. This case, which was initiated in October 2018, concerns the bonus (if any) payable to the Claimant with respect to the calendar year 2017. The Employment Agreement provides by clause SIXTEENTH that the employee is "eligible to participate in the bonus scheme.... in accordance with the HR Policies Handbook". That clause also provided:

> "The payment of any bonus shall be at the absolute discretion of the Employer, and will be based on the Employee's performance in the carrying out of his or her employment."

13. Clause SECOND of the Employment Agreement provided:

> "Where this Agreement refers to the provisions of the HR Policies Handbook the provisions of the HR Policies Handbook may be amended from time to time and the policies that apply to the Employee's employment will be those policies as amended and in effect."

14. The arrangements currently having effect for assessing performance and rewarding the same with respect to employees of the QFBA are governed by the QFCA Performance Management Policy. That Policy and all the other Policies referred to in these various cases were accepted by the Parties as being incorporated into the

Employment Agreement. The Performance Management Policy provides for, among other things, periodic performance reviews and for the rating of an individual employee's performance at one of five levels, namely, "5(Outstanding)", "4(Excellent)", "3(Good)", "2(Potentially Good)" and "1(Poor)".

15. Early in 2018 an assessment of the Claimant's performance during 2017 was carried out. It involved self-assessments by the Claimant of certain aspects of his work, with comments thereon by his line manager, and a final comment and rating by that manager. The Claimant's performance was rated in February 2018 at level 2. This was communicated to the Claimant, who immediately appealed against that rating. Ultimately, the Claimant was re-rated at level 3, that decision being communicated to him on 30 July 2018. A bonus based on a level 3 rating was subsequently approved by the Chief Executive Officer of the QFBA and eventually paid to the Claimant in January 2019.

16. In his claim form, the Claimant maintains that he should, in respect of the year 2017, have been rated at level 4, the level at which he had been rated in previous years.

17. At the hearing clear, credible and unchallenged evidence was given by Ms. Ann Michelle Burton, now Human Capital Director of the QFCA, about the procedure currently followed in relation to the awarding of bonuses generally to employees, including employees of the QFBA, and in particular to the procedure followed in relation to the Claimant's bonus for 2017.

18. Certain criteria had been established against which rating scores of 1 to 5 inclusive were to be marked. Only those scoring 3 or above for the relevant year were entitled to receive a bonus. The actual sum paid by way of bonus depended not only upon the score achieved but also upon where, within a prescribed range, the employee's performance was assessed to fall. For those rated at level 3 the range was from 20 to 30% of salary; for those rated at level 4 it was 30 to 45% of salary. Thus, an employee rated at level 3 but assessed to have performed at the very top of the range (30% of salary) would be entitled to the same bonus (30% of salary) as if he were rated at level 4 but assessed to be at the very bottom of that range.

19. The initial rating was done by a process of self-assessment and the line manager's comments thereon, the line manager and the employee being encouraged to meet and to discuss any differences between them. If such differences were not resolved, the line manager's rating was conclusive at that stage. The Human Capital Department did not take any decision-making role in that process. If, however, the employee appealed against the initial rating (as he was entitled to do) that Department became involved, together with the Chief Administrative Officer of the QFCA and the Chief Executive Officer of the relevant organisation (here the QFBA), in considering and deciding the appeal, including making any appropriate investigations. The assessment as to where in the relative range of percentages a particular employee's performance should be placed was for the Chief Executive Officer, having considered advice in that matter tendered by the Department. The whole process was directed to performance in the year in question, past performance being irrelevant.

20. In the case of the Claimant's 2017 bonus exercise, the Claimant's self-assessment put him, in relation to each of the relevant performance aspects, at level 4. His line manager for the part of that year until late August had been the former Chief Executive Officer (Dr. Abdulaziz Al-Horr) and for the remaining part had been the Acting Chief Executive Officer (Dr. Al-Emadi). The latter had completed the line manager's comments and, disagreeing with the Claimant's comments in many respects, had rated the latter's performance at level 2. The Department had encouraged discussion between the Claimant and Dr Al-Emadi with a view to resolving the differences but by this stage relations between these two had broken down completely. There was in the event no discussion between them. When the Claimant had appealed against the initial rating, the Department had carried out an investigation. This had involved seeking from Dr. Al-Emadi confirmation in writing from Dr. Abdulaziz Al-Horr that he agreed with Dr Al-Emadi's rating of 2. No such confirmation was forthcoming. There had been some delay in completing the appeal process, in part due to the ongoing court cases (the original claim and the appeal in relation to it). Ultimately, the appeal had in August 2018 been allowed to the extent of substituting level 3 for the initial level 2. That accorded with the Department's own view that, regard being had to the relative performance criteria, the written material available and also to the absence of certain written confirmation, it would be fair to the Claimant to rate his performance at level 3, which represented "good, solid performance". The material available did not, in the Department's view, justify a rating at level 4, which implied performance well above the normal (someone who "goes the extra mile").

21. The final step had been obtaining the assessment of the by then Chief Executive Officer (Dr. Khalid Al-Horr) as to where in the range of percentages the performance should be placed. His view, obtained in January 2019, was that it should be at 30% (the highest available percentage). Bonus on that basis had been paid to the Claimant in that month. That payment was the same as that which would have been made to him if the Claimant had been rated at level 4 but assessed to have performed at the lowest percentage for that level.

22. Neither the decision letter on the appeal nor the statement of the bonus amount gave reasons in writing for the respective decisions.

23. At the stage of submissions at the close of the evidence the Claimant initially appeared no longer to be insisting on the court taking measures to re-grade or to have re-graded his bonus level or to reassess or to have reassessed the amount in fact paid to him. However, he later appeared to be pressing for a regrading at level 4. So, the court should address the matter on the latter basis.

24. The payment of bonus was, in terms of the Employment Agreement, "at the absolute discretion of the Employer". Mr Jaffey, however, accepted that the exercise of such a discretion was not unrestrained. As he put it, it had to be "rationally reached". In *Harvey on Industrial Relations and Employment Law*, section B1, paragraphs [34] and following (Issue 270) the received test appears to be that the exercise of discretion should not be "irrational / perverse". For present purposes there appears to be no significant difference between these formulations.

25. Having heard and accepted Ms. Burton's evidence, the court is not persuaded that the decision on appeal to regrade the Claimant at level 3 (rather than at any higher level) for the year 2017 was either irrational or perverse. It was a valid exercise of that aspect of the exercise of the discretion. Taking into account the factors to which she referred (and bearing in mind the evidence which the court has heard about the Claimant's performance, particularly in the context of his relationships with his immediate superiors) the court accepts that a regrading at level 3 was fair and reasonable and that there would be no justification for regrading at level 4.

26. As the second element of the exercise of the discretion involving an assessment as to where in the applicable range the percentage should be set, the assessment made by the Chief Executive Officer of the QFBA was that it should be at the maximum figure in that range (30%). There can, accordingly, be no legitimate quarrel by the Claimant with that assessment.

27. In these circumstances it has not been demonstrated that there was any breach of contract by the Claimant's employer with respect to the bonus for 2017 ultimately awarded and paid to the Claimant. In any event, no loss has been established in that respect. There is no ground for supposing that, if the Claimant had been regraded at level 4, he would have been assessed at higher than the lowest percentage for that level (namely, 30%), the level and assessment which he had scored the previous year (2016).

28. The Claimant also complained of delay in the making of that payment. As to the period between February 2018 when the appeal against the initial grading was taken

and the disposal of that appeal in August of that year, that length of time appears to have been not unusual for the disposal of such appeals (which required investigation and other matters). The circumstance that there was during this period ongoing litigation between the parties may be a factor to be taken into consideration, though it is not of major significance. The court does not regard this aspect of delay as unreasonable. There was a further delay between August 2018 and January 2019, when the Chief Executive Officer (with the approval of the Board) fixed the final bonus sum. Mr Jaffey on instructions intimated to the court that the QFBA was prepared formally to offer a measure of interest as compensation to the Claimant for that delay. The interest was at 2 ½ % per annum (the Qatar Central Bank rate) on the final bonus for 4 months (effectively from October 2018 to January 2019). The court regards that as reasonable compensation to the Claimant in respect of delay.

29. On the understanding that the QFBA will pay interest so calculated, the court is satisfied that this claim is appropriately to be dismissed and it so orders.

Case No. 11 of 2018

30. This case was also initiated in October 2018. The background to the complaints in this case is the transfer of the Claimant from his original position as Head of Program Delivery to, at least nominally, that of Projects Advisor. He maintains that he was not provided with any meaningful work in the latter capacity. He further maintains that his treatment since that transfer has infringed various provisions of the Employment Regulations and of the (QFCA) Code of Conduct, Grievance and

Disciplinary Policy. He asserts that Mr Al-Jaida, as Chief Executive Officer of the QFCA, has personally been responsible for many of these infringements.

31. Dr Abdulaziz Al-Horr, of whom the Claimant had made various criticisms, relinquished the office of Chief Executive Officer of the QFBA at the end of August 2018. Dr. Al-Emadi was then appointed as Acting Chief Executive Officer. He held that office until June 2018, when Dr. Khalid Al-Horr (a brother of Dr. Abdulaziz Al-Horr) was appointed as Chief Executive Officer. These officers were each in turn the line manager of the Claimant.

32. There are in the claim form multiple assertions of infringements of the Code of Conduct, Grievance and Disciplinary Policy (and some also of infringements of the Employment Regulations); these criticisms are in the form essentially directed against Mr. Al-Jaida, the Chief Executive Officer of the QFCA, personally.

33. The implication appeared to be that Mr. Al-Jaida had ultimately been responsible, although in some cases by the hands of others, for the treatment of which the Claimant complained. In a submission prepared for the hearing the Claimant referred to Mr. Al-Jaida as the one who "supervises the violation of the internal policies and procedures".

34. At the insistence of the court Mr. Al-Jaida gave evidence at the hearing. He spoke to a witness statement, responded to a few further questions in examination in chief and was cross examined by the Claimant; he also responded to certain questions from the bench. While the court was not favourably impressed by Mr. Al-Jaida as

a witness, there was no evidence before it, from the Claimant or otherwise, to justify any conclusion that Mr. Al-Jaida had personally been responsible for any of the treatment of which the Claimant complained. It is insufficient to justify such a conclusion that Mr. Al-Jaida was throughout the Chief Executive Officer of the QFCA (the parent company of the QFBA) and a member of the board of the QFBA. While the court was not impressed by Mr. Al-Jaida distancing himself, on grounds of his legal roles, from any executive part in or influence on the affairs of the QFBA, the fact that Mr. Al Jaida may not have taken certain positive steps which the Claimant believed he could and should have taken, does not justify the inference that he was responsible for the matters complained of.

35. Further, while the Claimant complained of multiple infringements of the Code of Conduct and the Employment Regulations, there was no detailed evidence before the court directed to establishing as a matter of fact the occurrence of such infringements. It is clear that, throughout much of the period from September 2017 (and possibly earlier) until the end of 2018, there was a very poor, if any, working relationship between the Claimant and those who were during that period his immediate superiors. While the Claimant, it seems, had originally had a good relationship with Dr. Abdulaziz Al-Horr, this had soured when the Claimant made complaints about Dr. Al-Horr's personal conduct. The Claimant had a very poor opinion of the competence of Dr. Al-Emadi, who was Acting Chief Executive from September 2017 until June 2018. While the relationship with the Claimant appeared to start reasonably well when Dr. Khalid Al-Horr took up office as Chief Executive Officer in June 2018, the latter quickly became dissatisfied with the performance

of the former. It is clear that, by at least the later months of 2018, the working relationship between the Claimant and his employer had broken down irretrievably.

36. It is not easy from the claim form in this case to identify with confidence of what precisely the Claimant complains and the factual bases for such complaints. Some of the paragraphs of the Code of Conduct (for example, "Articles 1.3, 1.4 and 6.4") referred to in that form are not, on perusal, to be found in the Code. Claims are made of contraventions of provisions in the Employment Regulations. Such complaints, it was submitted by Mr Jaffey, are justiciable exclusively before the Employment Standards Office (and on appeal therefrom) (see Employment Regulations, regulations 55, 57 and 62) and not as breaches of the contract of employment. The soundness or otherwise of that submission does not require to be decided in this case.

37. Reliance was placed on Article 2.2 of that Code, combined with an assertion that the Claimant had been dealt with "racially"; but there was no evidence in support of a contention that the Claimant had been discriminated against or harassed in the workplace on any of the grounds referred to in that Article. Other complaints, while potentially relevant, lacked any clear evidential basis. The court is not satisfied that any of the alleged breaches has been established.

38. If, contrary to the above conclusion, any relevant breach of contract by reason of non-compliance with the Code was established, there was no proof of any loss or damage sustained by the Claimant as a result of any such breach. He had been paid his full salary and other benefits throughout. No evidence of pecuniary (or even

non-pecuniary) damage was tendered. Although in the claim form the Claimant sought financial compensation as one form of relief, in the end he did not appear to press for the same. Likewise, he recognised that, his employment now coming to an end, he had no interest in pursuing wider remedies, such as a broad inquiry into the general management of the QFBA- even if the court could have granted him relief of that kind. In the end, his complaints in this case appeared to be directed not to any of the reliefs sought there but to set the background for his complaint (under Case No 1 of 2019, discussed below) that he had been "arbitrarily" dismissed.

39. For these reasons this case must also be dismissed. It may be observed in passing that the total break-down in the working relationship between the Claimant and his immediate superiors may not be wholly attributable to the conduct of the Claimant himself. There may have been a degree of fault on both sides. But the position remains that none of the breaches of contract claimed has not been established.

Case No. 14 of 2018

40. This case was initiated in November 2018. It is in substance a criticism of the senior management of the QFBA, including but not restricted to its former Chief Executive Officer (Dr. Abdulaziz Al-Horr) and its former Acting Chief Executive Officer (Dr. Al-Emadi) and of Mr Al-Jaida, the Chief Executive Officer of the QFCA.

41. The Claimant acknowledges in the claim form that the complaints in this case were included in the proceedings in the original claim in this court and in the appeal from this court's decision. The Claimant apparently conceives that, because this court did not enter upon the factual issues there raised by him but disposed of that case on a jurisdictional basis, it can now in this case enter upon that factual inquiry. But that is a misconception. This court concluded that, because the Claimant had "taken the ESO route" to a final conclusion, he could not thereafter pursue the same complaints in the original case in this court. That conclusion was supported by the Appellate Division. That being so, he cannot now pursue the same complaints in this fresh action. The matter insofar as it covers the same ground is *res iudicata*. Insofar as this case repeats complaints made in Case No 11 of 2018 it cannot succeed for the reasons given above in discussing that case.

Case No. 1 of 2019

42. This case was initiated in January 2019, shortly after the termination of the Claimant's employment with the QFBA, as mentioned in paragraph 1 above. The claim form seeks, among other reliefs, reinstatement of the Claimant with related financial relief or, in the alternative, financial compensation until the Claimant, who is now about 56, attains the retirement age of 60 years.

43. The Employment Agreement provides, by clause SIXTH for its termination. That clause provides, among other things:

"This Agreement may be terminated at any time by either Party by providing written notice and with no reason stated in accordance with the notice periods and other provisions in the [QFBA] HR Policies Handbook."

44. That clause also made provision for termination by the Employer for cause and without notice in certain defined circumstances.

45. As narrated in paragraph 1 above the QFBA on 10 December 2018 provided written notice of termination of the Employment Agreement. No reason was stated for the termination. The notice period given was 3 months, that being the period of notice to which the Claimant was entitled. The QFBA is in the course of calculating the payment, in terms of salary and other benefits, to which the Claimant is entitled upon such termination. These are due to be paid within 30 days of 9 March 2019, the final day of employment (see QFC Employment Regulations, Article 25(2)).

46. At the hearing the Claimant acknowledged that, given the breakdown of the relationship between him and his employer, reinstatement in his former employment was unrealistic. However, he insisted that his dismissal had been "arbitrary". It had been the final act of mistreatment towards which his employer had worked by its prior mistreatments starting from its reaction (contrary to regulation 16 of the Employment Regulations) to his whistleblowing early in 2017 regarding improper conduct on the part of the former Chief Executive Officer. The employer was in the circumstances disentitled to exercise any right it might have under clause FIFTH of the Employment Agreement to dismiss him on notice

without reason. He urged the court "to apply justice and to give me my rights". In the circumstances he was entitled, he submitted, at least to financial compensation for the loss of salary and other benefits over the years until his ordinary retirement age some 4 years hence.

47. No provision is made under the QFC Law or by any regulations made under it for relief in respect of "unfair dismissal". The claim in this case is founded on contractual rights. The Employment Agreement expressly provides for termination by either party at any time by due notice with no reason given. Mr Jaffey submitted that to sustain the Claimant's contention, even if the factual basis for it had been made out (which it had not), would be to rewrite judicially the parties' bargain. It would be to introduce the concept of unfair dismissal "by the back door" and would be inconsistent with the detailed QFC employment provisions, which in many respects are generous to employees.

48. The court sees no answer to that submission and the Claimant offered none. The QFBA exercised its contractual right to terminate the Employment Agreement. There was no breach of contract. While the raising by the Claimant early in 2017 of concerns about the conduct of the then Chief Executive Officer is a relevant part of the history, it was no suggested that, in the end, he was dismissed because he had so acted; nor does the evidence point to that being so. It is unnecessary for the purposes of this case to speculate as to whether in other circumstances relief might be available; and the court refrains from doing so.

49. There is no alternative but to dismiss this case also.

Other Matters

50. In each of these cases the Claimant's claim form directed the proceedings against, and only against, Mr. Al-Jaida personally. There was no contractual relationship between them and, accordingly, no contractual right which could be enforced or contractual breach for which relief might lie. The same applies to the QFCA. The only proper defendant was the QFBA. While the claims as formulated might have been dismissed on that basis only, the court considers that, in the circumstances of these cases, that would have been inappropriate.

51. The Claimant at a late stage introduced the matter of bonus in respect of the year 2018. But, that has not, as yet, been addressed by the QFBA and may involve some difficulties. The court cannot in these proceedings address it.

52. No application was made for costs.

By the Court,

Justice Arthur Hamilton

Representation:

The Claimant was self-represented.
The Defendants were represented by Mr. Ben Jaffey QC, Blackstone Chambers, London.

DIGITALLY SIGNED AND VERIFIED
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