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) 8**

**IN THE CIVIL AND COMMERCIAL COURT**

**OF THE QATAR FINANCIAL CENTRE**

**FIRST INSTANCE CIRCUIT**

**8 July 2020**

**CASE No. CTFIC0001/2020**

**JENNIFER O'SULLIVAN**

**Claimant/Applicant**

**v**

**ERNST & YOUNG MIDDLE EAST & NORTH AFRICA**

**Defendant/Respondent**

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# JUDGMENT

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**Members of the Court**

**Justice Frances Kirkham**

**Justice Fritz Brand**

**Justice Helen Mountfield**

## ORDER

1. The Claimant's application for summary judgment and claim are dismissed.

## JUDGMENT

1. The Claimant's case is that she worked for the Defendant, identified as Ernst & Young Middle East & North Africa, at material times. She was admitted to the Defendant's EY MENA partnership ("EY MENA") with effect from 1 July 2017. In April 2019, her employment and sponsorship were transferred to EY QFC LLC. In her claim form, the Claimant says that she retired from EY MENA with effect from 15 September 2019.

2. The Claimant entered into a Deed of Settlement, which contained provisions relevant to the Claimant's retirement, with Ernst & Young Middle East & North Africa Limited, a company with its reregistered office in London, United Kingdom.

3. The Claimant claims in these proceedings sums said to be due to her on retirement, namely repayment of capital account, sums due under a partner remuneration system and extra years payments.

4. The Claimant has also issued an application for summary judgment.

5. The Court is satisfied that both the claim form and the application for summary judgment were duly served on the Defendant. The Defendant has not filed a defence nor has it responded to the summary judgment application.

6. The Court invited submissions on the question of the Court's jurisdiction. The Claimant filed detailed submissions on 8 June 2020. The Defendant has filed none.

7. The Court concludes that it is fair and proportionate to deal with this matter on the basis of the filed documents and without a hearing.

8. The Claimant submits that, as a company known as EY QFC LLC is an entity established in the QFC, the Court has jurisdiction to deal with her claim pursuant to Articles 9.1.3 and 9.1.4 of the Court's Regulations and Procedural Rules.

9. The Court is not persuaded by the Claimant's submissions as to jurisdiction. The Claimant's claims are for sums said to be due on her retirement as provided for in the Deed of Settlement entered into with Ernst & Young Middle East & North Africa Limited. Clause 28 of the Deed of Settlement provides:

> *"This Deed shall be governed by and construed in accordance with the laws applying in the country named in Item 8 of the Schedule".*

Item 8 of the Schedule to the Deed provides:

> *"Governing Law and Jurisdiction: United Kingdom".*

10. The Court concludes that it does not have jurisdiction to deal with this matter, because (1) the Claimant's claim appears to lie against a company not joined as a party to these proceedings, namely Ernst & Young Middle East & North Africa Limited, a company registered in the United Kingdom and which is not established in the QFC and (2) the claims are made expressly pursuant to the Deed of Settlement, which provides that jurisdiction lies with the United Kingdom.

11. It follows that the claim and application for summary judgment must be dismissed.

By the Court,

Justice Frances Kirkham

DIGITALLY SIGNED
AND VERIFIED
موقّع رقمياً ومعتمد