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) 6

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

14 March 2021

CASE No: CTFIC0010/2020

QATAR FINANCIAL CENTRE AUTHORITY

Applicant/Claimant

v

AWAN MEDIA INTERNATIONAL LLC

Respondent/Defendant

JUDGMENT

Before:

Justice George Arestis
Justice Ali Malek QC
Justice Helen Mountfield QC

ORDER

1. Judgment for the Applicant in the sum of USD10,000.

2. The Applicant is awarded interest on the sum of USD5,000 at a rate of 1% per month from 30 December 2018 until payment.

3. The Applicant is awarded interest on the sum of USD5,000 at a rate of 1% per month from 30 December 2019 until payment.

4. There is no order as to costs.

JUDGMENT

1. The Applicant claims against the Respondent USD10,000, being an unpaid annual fee plus interest at the rate of 1 per cent per month for each month the sum due remains outstanding after the due date, and further post-judgment interest at a rate of 1 per cent per month from the date of this judgment.

2. The Applicant is the Qatar Financial Centre Authority (QFCA) of the Qatar Financial Centre (QFC) which supervises licensed firms operating in or from the QFC and charges an annual fee which (in the Respondent's case) was USD 5,000 per annum. The Respondent was licensed by the Applicant on 19 April 2018 to undertake the permitted, non-regulated activities of professional services.

3. According to the QFCA Rules "Subsequent annual fees must be paid in full to the QFCA on or before 1 January of every calendar year" (Rule 10.5.2 of Part2).

4. It is the case for the Applicant that the Respondent failed to pay the annual fee for the calendar year 2019, and it also failed to pay the same for the calendar year 2020, that is the total amount of USD10,000. On 9 December 2018, the Applicant issued an invoice to the Respondent in the amount of USD5,000 for the year 2019, which had fallen due to be paid on 30 December 2018, and

likewise on 9 December 2019 issued an invoice in the same amount for the year 2020 due to be paid on 30 December 2019. It is further the case for the Applicant that the invoices were served on the Respondent by email on or about 23 December 2018 and 23 December 2019 in respect of the abovementioned two calendar years but they remained unpaid as at the date of filing the present application i.e. on 2 July 2020.

5. The Application was duly served on the Respondent on 6 September 2020, but the Respondent failed to file a defence within 28 days of service as required by Article 20.1 of the Court Rules. On 8 February 2021 the Applicant filed an application for Summary Judgment, which was duly served on the Respondent on 14 February 2021, without any response on the part of the latter.

6. We are satisfied that the Applicant has proved its case against the Respondent as regards the unpaid fees for the two calendar years 2019 and 2020 i.e. the total amount of USD10,000. We relied on the witness statement of Mr Firas Wanli who is the Director of Finance in the Finance Department of the QFCA and who has confirmed the facts as stated hereinabove. We relied also on the documents attached to his witness statement.

7. As Annex 01 is the License issued to the Respondent evidencing that the Respondent at all material times was registered and licensed in the QFC. Annex 02 and 03 are copies of the two invoices issued to the Respondent, for the years 2019 and 2020 respectively, which in fact constitute a formal demand for payment of the total amount of USD10,000.

8. Although duly served with these proceedings and the application for Summary Judgment, the Respondent has chosen not to participate in these proceedings. As far as we are aware, the Respondent has at no time raised a defence to the Applicant's claim. The Court considers that summary judgment is appropriate because justice so requires and the Respondent has no prospect of successfully defending the claim.

9. As stated above the Applicant claims both pre-judgment and post-judgment interest relying on Rule 10.2.2. of the QFCA Rules and Rule 10.4.9 of the QFC Civil and Commercial Court Regulations and Procedural Rules.

10. Rule 10.4.9 of the QFC Civil and Commercial Court Regulations and Procedural Rules is a general Rule which empowers the Court to order the payment of interest. More relevant for the present case is Rule 10.2.2 of the QFCA Rules upon which the Applicant's claim is founded, which is as follows:

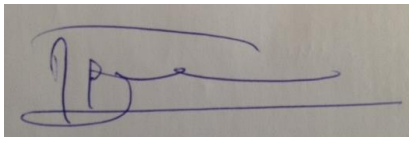
> "Where an annual fee or supplementary fee in relation to ongoing supervision is due from a Licensed Firm under a provision of these Rules, it must be paid by the date upon which it falls due. Should a Licensed Firm fail to pay by the due date then, without limiting the right of the QFCA to take any other action, the sum due will be increased by 1% for each calendar month, or part of a calendar month, that it remains outstanding beyond the due date."

11. It is therefore clear that according to the provisions of the above Rule the Applicant is entitled to the interest claimed both pre and post-judgment interest and we shall proceed to make an order accordingly. We believe, however, that there is no need to make a separate order for pre-judgment and post-judgment interest. As it is, under the Rule the Applicant is entitled to interest from the date the annual fee was due till the date of payment, which covers both periods of interest.

12. According to Annex 02 the due date for payment of the annual fee for the calendar year 2019 was 30 December 2018. We make therefore an order for the payment of interest of 1% per month on the amount of USD5,000 as from 30 December 2018 till the date of payment, which means till the date of the execution of the present judgment. According to Annex 03 the due date for payment of the annual fee for the calendar year 2020 was 30 December 2019. We make likewise an order for the payment of interest of 1% per month on the amount of USD5,000 from the due date, i.e. 30 December 2019, till the date of payment, that is till the date of the execution of the present judgment.

13. The Applicant does not claim the costs of the present proceeding. We therefore make no order for costs.

By the Court,



Justice George Arestis

DIGITALLY SIGNED AND VERIFIED
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