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: [2022] QIC (F) 21

IN THE QATAR INTERNATIONAL COURT

FIRST INSTANCE CIRCUIT

Date: 16 November 2022

CASE NO: CTFIC0023/2022

MARC NAZIH REAIDI

Claimant

v

(1) SANGUNIE HOLDINGS LLC
(2) SANGUINE INVESTMENT MANAGERS LLC
(3) CHRISTOPHER JOHN LEACH

Defendants

JUDGMENT

Before:

Justice Bruce Robertson

Justice George Arestis

Justice Rashid Al Anezi

ORDER

1. The First Defendant must pay to the Claimant the sum of US $55,000 forthwith.

2. There is no order as to costs.

JUDGMENT

1. This is an application for summary judgment.

2. Marc Reaidi ("the Claimant") entered into a consultancy agreement with Sanguine Holdings LLC, an entity established in the Qatar Financial Centre, with an effective date of 27 June 2019 to provide consultancy services for a fee of US $10,000 per month ("the Agreement"). The Claimant provided consultancy services from this date until 15 December 2019. He has not been remunerated for this work. He therefore seeks to recover US $55,000 in respect of the five and a half months during which he provided the services but has not been remunerated.

3. The Agreement provided, at clause 12, that it shall be "governed by and construed in accordance with the laws of the Qatar Financial Centre (QFC), without giving effect to any choice of law or conflict of law provisions. The Parties consent to the exclusive jurisdiction and venue in the courts of the QFC in the city of Doha." We are accordingly satisfied that the Court has jurisdiction to hear and determine this claim.

4. Proceedings were issued on 17 May 2022 and service on the three named defendants has been established. An application for summary judgment was filed on 2 October 2022, but all steps have been ignored by the defendants.

5. The Claimant asserts that when a complaint was made to Christopher Leach, a major shareholder in Sanguine Holdings LLC, promises of remuneration were made.

6. We are satisfied that the Claimant has established his right to judgment against Sanguine Holdings LLC but the claims against Sanguine Investment Managers LLC and Christopher Leach have not been established.

7. There was a contractual arrangement between the Claimant and Sanguine Holdings LLC which can be upheld. The fact that the services were primarily for the benefit of Sanguine Investment Managers LLC does not create a legal liability between the Claimant and it. Similarly, we are not satisfied that there is a personal liability of Christopher Leach in all the circumstances. There is no evidence that in any actions by Mr. Leach he was acting on behalf of anyone other than the contractual party Sanguine Holdings LLC.

8. There is an additional claim for late payment in terms of Section 3(d) of the Agreement which provides:

> "Late payments: If the Company fails to pay its invoices in full on or before the Due Date set forth on the invoices, the Consultant reserves the right to assess a monthly service charge equal to 1.5% of all fees and expenses which are past due. This monthly service charge will be billed at the end of each month in which a late payment occurs. In no event will the service charge be greater than permitted by any applicable law."

9. There is no evidence of any service charge having been assessed by the Claimant or having been billed at the end of each month. This part of the claim has therefore not been established.

10. The Claimant is therefore entitled to judgment in the sum of US $55,000.

By the Court,

[signed]

Justice Bruce Robertson

A signed copy of this judgment has been filed with the Registry

Representation:

The Claimant represented himself.

The Defendants were not represented and did not make any representations.

DIGITALLY SIGNED
AND VERIFIED
موقّع رقمياً ومعتمد