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) 27**

**IN THE QATAR INTERNATIONAL COURT**

**FIRST INSTANCE CIRCUIT**

**Date: 7 December 2022**

**CASE NO: CTFIC0017/2022**

**DALBA ENGINEERING & PROJECTS CO LIMITED**

**Claimant**

**v**

**MARILON QFZ LLC**

**1st Defendant**

**CHAIRMAN OF THE QATAR AUTHORITY**

**FOR INVESTMENT FREE ZONES**

**2nd Defendant**

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**JUDGMENT**

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**Before:**

**Justice George Arestis**

**Justice Fritz Brand**

**Justice Rashid Al Anezi**

## ORDER

1. Summary judgment in favour of the Claimant against the First Defendant, Marilon QFZ LLC.

2. Marilon QFZ LLC to pay the Claimant USD 200,000.

3. Costs to be assessed by the Registrar of the Court.

4. The application against the Second Defendant is dismissed.

## JUDGMENT

1. It is the Claimant's case, a company based in Brazil, that on or about 1 May 2021, an agreement was reached with Marilon QFZ LLC ("**Marilon**"), which is a Qatar Free Zone-registered company, whereby Marilon undertook to supply to the Claimant a quantity of bitumen for a total amount of USD 400,000. It is also the Claimant's case that an amount of USD 200,000 was transferred to Marilon as against the agreed amount, but that Marilon failed to deliver the agreed or any quantity of the goods, and refuses to return the amount of USD 200,000. The Claimant, therefore, claims:

   (a) USD 200,000 representing the above amount;

   (b) QAR 300,000 "*as compensatory indemnity for the damage"*; and

   (c) costs.

2. The Claim Form bears the names of two Defendants, namely Marilon as the First Defendant, and the Chairman of the Qatar Authority for Investment Free Zones as the Second Defendant. However, in a question addressed by the Court to the Claimant, namely "*whether the only Defendant in this case is Marilon or whether relief is also sought against the Chairman of Qatar Authority for Investment Free Zones as Second Defendant*?", the answer provided was, "*the relief is sought against Marilon*". Therefore, the case against the Second Defendant will be dismissed and the Court will only examine and decide if the Claimant has proved its case against Marilon.

3. The Claim Form was served on Marilon on 18 May 2022 by email, but Marilon failed to respond by not filing a Statement of Defence on time or at all, and as a result, the Claimant filed an application for Summary Judgment which was served on Marilon by email on 28 June 2022. Again, Marilon did not respond.

4. We are satisfied that the Claimant has proved its case against Marilon for the amount of USD 200,000. We rely on the following for our decision:

    (a) A Proforma Invoice dated 1 May 2021 was signed by Marilon whereby it undertook to ship to the Claimant a certain quantity of bitumen for the total amount of USD 400,000, against which 50% would be paid in advance (see document entitled Proforma Invoice).

    (b) On the basis of the above, on 4 May 2021 the Claimant transferred USD 200,000 to Marilon's account at the Qatar National Bank. This transfer was made on behalf of the Claimant by Prana Comercio Exterior Ltda (see document dated 4 May 2021).

    (c) In response to a question from the Court as regards the time in which the goods should be delivered, the Claimant responded that the Proforma Invoice made no reference to that, "*but promises were verbally made to dispatch the goods within 15 days from receiving the 50% down payment*".

5. The Claimant further alleges that, in the context delivery times, when the Claimant made repeated demands for the delivery of the goods or the return of the money, Marilon repeatedly asked for extensions of time to deliver the goods, but neither the delivery of the goods, nor the return of the money materialised.

6. On the basis of the above, judgment will be issued in favour of the Claimant and against Marilon in the sum of USD 200,000.

7. As regards the claim for QAR 300,000 in respect of "*compensatory indemnity for the damage*", we are not satisfied that the Claimant has proved its case. There is not a single piece of evidence to support this claim, and therefore it is dismissed.

8. There will be judgment in favour of the Claimant as against Marilon, with costs to be assessed by the Registrar of the Court. The case against the second Defendant is dismissed.

**By the Court**,

**[signed]**

**Justice George Arestis**

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

Representation:

The Claimant was self-represented.

The 1st Defendant was unrepresented and did not appear.

The 2nd Defendant was unrepresented and did not appear.

DIGITALLY SIGNED AND VERIFIED
موقّع رقمياً ومعتمد