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: [2023] QIC (F) 2**

**IN THE QATAR INTERNATIONAL COURT**

**FIRST INSTANCE CIRCUIT**

**Date: 23 January 2023**

**CASE NO: CTFIC0039/2022**

**AEGIS SERVICES LLC**

**Claimant**

**v**

**AL QAMRA FACILITIES MANAGEMENT LLC**

**Defendant**

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# JUDGMENT

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**Before:**

**Justice Sir Bruce Robertson**

**Justice Fritz Brand**

**Justice Dr Rashid Al-Anezi**

## Order

1. The Defendant is to pay the Claimant an amount of QAR 6,800.00 and upon receipt of payment of this amount, the Claimant is to deliver the original International Organisation for Standardization Certificate to the Defendant.

2. To the extent that that any reasonable costs have been incurred by the Claimant in pursuing this claim, it is entitled to recover those costs to be assessed by the Registrar if not agreed upon.

## Judgment

1. The Claimant, Aegis Services LLC, is a company incorporated and licenced in the Qatar Financial Centre ("**QFC**"). It conducts business in assisting other entities to obtain International Organisation for Standardization ("**ISO**") Certification in their chosen field. The Defendant is Al Qamra Facilities Management LLC, a company incorporated in the State of Qatar, but not in the QFC. Because of the sum and the nature of the issues involved, the claim was allocated by the Registrar to the Small Claims track of this Court under Practice Direction No.1 of 2022.

2. The Claimant's case is that the parties concluded a contract on 11 January 2021 when the Defendant provided it with a Purchase Order, which was accepted by the Claimant, requiring the Claimant to render assistance to the Defendant in acquiring ISO Certification in the field of Hygiene and Sanitation Management Services against payment of the sum of QAR 6,800.00. In terms of the contract thus concluded, so the Claimant avers, this fee became payable in full upon receipt by the Defendant of the required certification.

3. The Claimant further alleges that it succeeded in the execution of its mandate by obtaining the required certification on 8 March 2021. According to the Claimant, it showed the original certificate to the Defendant's representatives and promised to hand it over upon receipt of payment of its fee. On 9 March 2021, so the Claimant says, it also rendered an invoice to the Defendant for QAR 6,800.00. But, despite all this and despite the lapse of almost 2 years since, so the Claimant concludes, the Defendant has

failed to pay any part of the agreed amount. Hence its claim is for payment of the amount of QAR 6,800.00.

4. The Defendant, through its legal representatives, opposed the claim on two grounds. Firstly, it was contended that this Court has no jurisdiction to entertain the dispute arising from the claim. Secondly, it disputed the merits of the claim.

5. In terms of an order and judgment dated 26 December 2022 ([2022] QIC (F) 29), this Court dismissed the lack of jurisdiction defence and directed the parties to file their witness statements on the merits within 14 days. Both parties complied with these directions. In doing so, the Claimant's witness essentially confirmed the allegations in the statement of claim. The witness statement on behalf of the Defendant was deposed to by its general manager and authorised signatory, Mr Hossameldin Mostafa Saad, who is also the group CEO of the Defendant's parent company.

6. According to Mr Saad's statement, the Defendant does not deny (a) the terms of the agreement of mandate relied upon by the Claimant; (b) the fact that the mandate had been duly executed by the Claimant; (c) that a copy of the ISO Certificate had been provided to its representatives; or (d) that the amount of QAR 6,800.00 is due and payable by it upon delivery of the original ISO Certificate. The only defence raised on behalf of the Defendant is that it has not yet received the original certificate.

7. In this way the parties therefore created a deadlock situation where the Claimant refuses to hand over the original certificate until it receives payment, while the Defendant refuses to pay until it receives the original certificate. The Claimant's position is understandable. The Defendant's is not. We say that because we can understand the Claimant's fear that it may never receive payment once it has parted with the original certificate. From the Defendant's perspective, on the other hand, we can think of no conceivable reason why the Claimant would refuse to deliver the certificate after it received payment.

8. The appropriate order in the circumstances is that the Defendant is to pay an amount of QAR 6,800.00 to the Claimant and upon receipt of payment, the Claimant is to deliver the original ISO Certificate to the Defendant.

9. Moreover, since the inevitable inference is, in our view, that the Defendant has been playing for time over a period of nearly two years by raising a frivolous defence, it should pay whatever reasonable costs the Claimant had to incur in pursuing its legitimate claim.

**By the Court,**

**[signed]**

**Justice Fritz Brand**

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

Representation

The Claimant was self-represented.

The Defendant was represented by Jumah Nasser Al Kaabi of Dr Jumah Nasser Al Kaabi Law Firm, Doha (Gulf Legal Consultants).

DIGITALLY SIGNED AND VERIFIED
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