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) 12

IN THE QATAR INTERNATIONAL COURT

FIRST INSTANCE CIRCUIT

Date: 2 April 2023

CASE NO: CTFIC0012/2023

SARAVANAN VAITHIYANANATHAN

Claimant

v

MEINHARDT BIM STUDIOS LLC

Defendant

JUDGMENT

Before:

Justice Her Honour Frances Kirkham CBE

Justice Fritz Brand

Justice Helen Mountfield KC

Order

1. The Defendant, Meinhardt BIM Studios LLC, is to pay the Claimant:

    i. The sum of QAR 55,897.12 forthwith.

    ii. Interest on the amount in (a), calculated at the rate of 5% per annum from 3 August 2022 to date of payment.

2. To the extent that any reasonable costs were incurred by the Claimant in pursuing this claim, he is entitled to recover those costs from the Defendant, such costs to be assessed by the Registrar if not agreed.

3. It is directed that the matter be referred to the Employment Standards Office to consider the imposition of a financial penalty on the Defendant provided for in Schedule 1 to the QFC Employment Regulations 2020.

Judgment

1. This is yet another claim against the same defendant, Meinhardt BIM Studios LLC by one of its former employees for arrears of remuneration. The Claimant is Mr Saravanan Vaithiyanathan.

2. The Defendant is a company incorporated and licenced in the Qatar Financial Centre. Thus, this Court has jurisdiction in terms of article 9.1.4 of the Regulations and Procedural Rules of the Court.

3. Because of the sum and issues involved, the claim was allocated by the Registrar to the Small Claims Track of this Court under Practice Direction No. 1 of 2022 (the "**Practice Direction**"). In accordance with this Practice Direction, we consider that we are able to determine the case on the basis of the written material before us and without hearing oral evidence, and that it is fair to the parties and in accordance with the overriding objective that we do so.

4. We are satisfied that the Defendant has been duly notified about the claim and served with the relevant material before us. Indeed, the Defendant served a Statement of

Defence on 12 March 2023, and so cannot claim to be unaware of it. We have decided this case on the basis of the submissions of both parties.

5. In accordance with the allegations in the Claim Form, which are uncontroverted, the Claimant was employed by the Defendant until 3 August 2022 when his employment was terminated. Upon termination the Claimant received a document from the Defendant entitled "*Calculation of Final Settlement*". According to this document the amount owing to the Claimant by the Defendant at that stage was QAR 73,815.26, which is the amount that he claims in his Claim Form. In addition, so the Claimant alleged in his Claim Form, there are two further amounts owing to him of QAR 7,059.95 and QAR 1,328.12, for, respectively, overtime and transport allowance with regard to supporting projects which are not reflected in the Calculation of Final Settlement document.

6. In its Statement of Defence the Defendant admits the contents of the Calculation of Final Settlement, but alleges that in the meantime, two payments have been made to the Claimant in the amounts of QAR 18,343.00 and QAR 903.23, respectively, leaving a balance of QAR 54,569.00 which it admits it owes to the Claimant. As to the additional amounts claimed by the Claimant with reference to supporting projects, the Defendant denies liability for the sum of QAR 7,059.00 essentially on the basis that the claim was directly linked to and conditional upon the Claimant's commitment to and engagement in a project, referred to as the Hyundai Project, which the Claimant had failed to complete. The claim for the further amount of QAR 1,328.12 under this rubric is not pertinently addressed in the Statement of Defence.

7. In his Reply to the Statement of Defence, the Claimant does not deny that the two payments alleged by Defendant have been made and that in consequence the amount reflected in the Calculation of Final Settlement was reduced to QAR 54,569.00. We find it surprising that the Claimant had failed to mention in his Claim Form (which he solemnly confirmed as the truth) those two payments made by the Defendant and the fact that the amount allegedly owing to him must accordingly be reduced. In his Reply to the Defence, the Claimant persists in his claim for the two additional amounts.

8. However, it is now common ground that the Claimant has a claim for his unpaid salary of QAR 54,569.00 and that the Defendant has no answer to the claim for that amount.

9. We accept the Defendant's, apparently uncontroverted, defence to the Claimant's claim for QAR 7,059.00. Hence, that aspect of the claim fails.

10. The Defendant has not persuaded us that there is a defence to the Claimant's claim for QAR 1,328.12. So, this aspect of the claim must succeed.

11. In consequence we find that the Claimant is entitled to an aggregate award of QAR 55,897.12 (that is QAR 54,569.00 plus QAR 1,328.12)

12. The Claimant's case is that, despite numerous demands, the amounts admittedly owing to him have remained unpaid for more than six months. This is clearly unacceptable. Since the Defendant has no answer to a significant part of the Claimant's claim, and since this is – as we have noted – the latest in a long series of successful claims for unpaid wages against the Defendant, it is apparently the case that the Defendant deliberately uses the delays associated with debt collection through court proceedings to gain the advantage of what amounts to an interest-free loan at the expense of causing financial prejudice, inconvenience and distress to its former employee. Of concern is that this strategy by the Defendant seems to have become a matter of course, as appears from the number of similar cases this Court has dealt with recently. In the circumstances we direct that the matter be referred to the Employment Standard Office to consider the imposition of a financial penalty against the Defendant under Schedule 1 to the QFC Employment Regulations of June 2020.

13. For these reasons, judgment is awarded in the sum of QAR 55,897.12. Although the Claimant did not claim interest, we believe it is fair to compensate him to some extent for being deprived of the benefit of receiving payment of money due to him by an award of interest on the principal sum at the rate of 5% per annum from date of the settlement agreement, which was 3 August 2022, to the date of payment.

14. The Defendant must also pay the reasonable costs incurred, if any, by the Claimant in bringing this 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 self-represented.

DIGITALLY SIGNED AND VERIFIED
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