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) 18

IN THE QATAR FINANCIAL CENTRE

CIVIL AND COMMERCIAL COURT

FIRST INSTANCE CIRCUIT

Date: 1 May 2023

CASE NO: CTFIC0015/2023

ABDUL JAMEEL MUHAMMED

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, must pay the Claimant:

    i. The sum of QAR 27,122.54.

    ii. Interest on the amount in (a), calculated at the rate of 5% per annum from 9 October 2021 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 action pursuant to 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 Abdul Jameel Muhammad. The Defendant is a company incorporated and licensed in the Qatar Financial Centre. Hence this Court has jurisdiction in terms of article 9.1.4 of the Court's Regulations and Procedural Rules.

2. 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**'). The Defendant filed a Notice of Defence. Accordingly, we are satisfied that it has been duly notified about the claim and served with the relevant material before us.

3. Given the limited scope of the Defence, we conclude that, in accordance with the Practice Direction, it is appropriate to determine the issues on the basis of the written material before us and without hearing oral evidence.

4. In accordance with the allegations in the Claim Form, which are uncontroverted, the Claimant was employed by the Defendant as a Senior BIM Modeller between 13 January 2019 and 9 October 2021. On 11 August 2022 the Claimant received a document from the Defendant entitled Calculation of Final Settlement. According to this document, signed by Mr Waqar Zaman in his capacity as a director of the Defendant, the amount owing to the Claimant by way of salary and other benefits was QAR 29,522.54 which is the amount that the Claimant claims. The only defence raised by the Defendant is that the amount stated in the Calculation of Final Settlement was incorrect due to an error in the calculation, and that the true amount owing to the Claimant is QAR 27,122.54. The Registrar was subsequently informed by the Claimant that he is prepared to accept that this is so. It follows that the Defendant admittedly has no answer to the claim for QAR 27,122.54.

5. Despite this express admission of liability, the amount owing to the Claimant as employment benefits has remained unpaid for another 8 months. This is clearly unacceptable. The Defendant admittedly has no answer to the claim, it clearly uses the delays associated with debt collection through court proceedings to seek 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 employees. 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 action pursuant to Schedule 1 to the QFC Employment Regulations 2020.

6. For these reasons, judgment is awarded in the sum of QAR 27,122.54. 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 outstanding amount at the rate of 5% per annum from termination of his employment, that is 9 October 2021, to date of payment.

7. The Defendant must also pay the reasonable costs incurred by the Claimant, if any, 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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