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) 20

IN THE QATAR FINANCIAL CENTRE

CIVIL AND COMMERCIAL COURT

FIRST INSTANCE CIRCUIT

Date: 17 May 2023

CASE NO: CTFIC0017/2023

UMAR RIAZ

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 44,469.71, being the principal sum of QAR 43,544.71 in unpaid wages plus QAR 925.00 being interest due on the unpaid sum from 6 December 2022 until 8 May 2023, calculated at a rate of 5% per annum.

    ii. Plus an additional QAR 6 per day in interest for each day from 9 May 2023 until the date that payment is made, also calculated at a rate of 5% per annum.

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 Umar Riaz. The Defendant is a company incorporated and licenced in the Qatar Financial Centre ('**QFC**'). This Court thus 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**'). In accordance with this Practice Direction, we conclude that it is appropriate to determine the issues in this case on the basis of the written material before us and without hearing oral evidence.

3. We are satisfied that the Defendant has been duly notified about the claim and served with the relevant material before us.

4. In accordance with the allegations in the Claim Form, which are uncontroverted, the Claimant was employed by the Defendant from 2 May 2020 until the termination of his contract with effect from 5 December 2022. On 4 January 2023 the Claimant received a document from the Defendant entitled "*Draft Calculation of Final Settlement*". According to this document the amount owing to the Claimant by way of salary and other benefits was QAR 43,544.71 which is the amount that he claims. The Defendant has not served any Defence. On the papers before us, it has no answer to the claim. According to the Claimant, the Defendant's response to his demands for payment was that "*there is no cashflow*" which self-evidently is no defence in law.

5. Despite the absence of any defence to the claim, the amount owing to the Claimant as employment benefits has remained unpaid since 6 December 2022. This is clearly unacceptable. Since 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. The Defendant is not only acting in breach of its employment contract, it is also acting in violation of article 26 of the QFC Employment Regulations 2020 read with item 26 of Schedule 1 to those Regulations. In the circumstances we direct that the matter be referred to the Employment Standards 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 44,469.71 plus an additional QAR 6 per day after 8 May 2023 for which this sum remains unpaid. This consists of the principal sum of QAR 43,544.71 in unpaid wages, plus QAR 925.00 being interest due on the unpaid sum from 6 December 2022 until 8 May 2023 calculated at 5% per annum. The interest on the principal sum amounts to QAR 6 per day (to the nearest QAR) calculated at the same rate, so the Defendant must pay the Claimant that sum for each additional day for which it wrongly fails to pay the Claimant the wages due to him.

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 did not appear and was not represented.

DIGITALLY SIGNED AND VERIFIED
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