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 (A) 3**

**IN THE QATAR FINANCIAL CENTRE**

**CIVIL AND COMMERCIAL COURT**

**APPELLATE DIVISION**

**[On appeal from [2022] QIC (F) 33]**

**Date: 4 July 2023**

**CASE NO: CTFIC0038/2022**

**AEGIS SERVICES LLC**

**Claimant/Respondent**

**v**

**DOHA INSULATION TRADING & CONTRACTING LLC**

**Defendant/Applicant**

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# JUDGMENT

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**Before:**

**Lord Thomas of Cwmgiedd, President**

**Justice Dr Hassan Al-Sayed**

**Justice Yongjian Zhang**

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**ORDER**

1. Permission to appeal is refused.

2. The Applicant is to pay to the Respondent the Respondent's costs incurred on the application for permission to appeal, to be assessed by the Registrar, if not agreed.

**JUDGMENT**

1. The Applicant ('**Doha Insulation**') seeks permission by an application dated 8 February 2023 to appeal from the judgment of the First Instance Circuit (Justices Fritz Brand, Sir Bruce Robertson and Dr Rashid Al-Anezi) given on 26 December 2022 in favour of the Respondent ('**Aegis**') for QAR 7,000 together with costs.

2. Aegis, a company incorporated and licenced in the Qatar Financial Centre ('**QFC**'), conducts business in assisting other entities to obtain International Organization for Standardization Certification ("**ISO Certification**") in their chosen field.

3. Aegis concluded with Doha Insultation, a company incorporated in the State of Qatar but not in the QFC, a written contract on 7 October 2021 under which it undertook to assist Doha Insulation in obtaining ISO Certification in the field of Occupational Health and Safety Management Systems from the relevant authority. The agreed price was QAR 7,000, payable in full upon receipt by Doha Insulation of the required certification. The contract was signed on behalf of Doha Insultation by Mr Khaled Samir as manager and stamped with Doha Insulation's stamp.

4. It was Aegis' case that when it succeeded in obtaining the required ISO Certification, Doha Insultation paid it with a cheque for QAR 7,000 issued by Al-Tasqeef for Waterproofing, post-dated to 7 November 2021. On the due date the cheque was presented for payment but was refused by the bank due to lack of funds. When this happened, Aegis contended that Doha Insulation promised to pay it QAR 7,000 in cash in exchange for the dishonoured cheque. But, despite demands and the lapse of more than one year, it has failed to keep this promise.

5. Because of the size of the sum in issue and the nature of the issues involved, the claim was allocated by the Registrar to the Small Claims Track. The First Instance Circuit decided to determine the case on the basis of the written material before it. It was satisfied that Doha Insulation was notified about the claim, served with the relevant material, and that Doha Insulation had no answer to the claim. The First Instance Circuit therefore gave judgment against Doha Insulation in favour of Aegis for QAR 7,000 and costs.

6. In its Notice of Appeal Doha Insultation claimed that it was unaware of the claim, and that Mr Khaled Samir – the person who signed the contract – was nothing to do with them and was not on the establishment card of the company. It also claimed that it knew nothing of the cheque, and it was nothing to do with Doha Insultation,

7. Aegis had produced documents to the First Instance Circuit that showed the contract was stamped by the Applicant, and it provided the explanation for the cheque we have set out above.

8. The principal issue on the application was whether Doha Insulation had grounds for contending that it was not bound by the contract because the person who executed on its behalf lacked the requisite authority.

9. We made an Order on 21 May 2023 directing the parties each to make written submissions so we could determine on a rolled-up basis whether permission should be granted and, if granted, whether the appeal should be allowed. Aegis served its submission in accordance with our Order; Doha Insulation served no submission.

10. It is not necessary for us to determine whether Mr Samir had actual authority to sign the contract on behalf of Doha Insulation as it is clear that Doha Insulation has no basis for contending that it is not a party to and bound by the contract. Mr Samir had ostensible authority on principle set out in article 64(2) of the QFC Contract Regulations 2005:

*However, where the Principal causes the third party reasonably to believe that the Agent has authority to act on behalf of the Principal and that the Agent is acting within the scope of that authority, the Principal may not invoke against the third party the lack of authority of the Agent.*

11. Mr Samir was the manager of Doha Insulation and was given the stamp of the company which he used in stamping the contract made with Aegis. By putting Mr Samir in this position and giving him the stamp of the company, Doha Insulation caused Aegis reasonably to believe Mr Samir had the necessary authority to enter into the contract.

12. We therefore refuse permission to appeal.

**By the Court,**

**[signed]**

**Lord Thomas of Cwmgiedd, President**

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
موقّع رقمياً ومعتمد