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) 34

IN THE QATAR FINANCIAL CENTRE

CIVIL AND COMMERCIAL COURT

FIRST INSTANCE CIRCUIT

Date: 30 July 2023

CASE NO: CTFIC0010/2023

MANWARA BEGUM

1st Claimant

MOHAMMED RASHEL

2nd Claimant

SANJIDA AKTER

3rd Claimant

ROASHANARA BEGUM

4th Claimant

v

~~**MUKHTAR DARWISH MUSTAFA RAHAL**~~

~~**1st Defendant**~~

GULF INSURANCE GROUP BSC

2nd Defendant

JUDGMENT

Before:

Justice Dr Rashid Al-Anezi

Justice Fritz Brand

Justice Yongjian Zhang

Order

UPON consideration of the contentions raised on behalf of both the Claimant and the Defendant on the preliminary issues raised by the Defendant's objection to the jurisdiction of this Court:

1. The Defendant's objection to the jurisdiction of this Court is dismissed and it is confirmed that this Court has jurisdiction in terms of its Regulations and Procedural Rules to determine the claims brought by the Claimants in this case.

2. The Defendant shall pay the costs incurred by the Claimants in opposing this defence, the reasonableness of such costs to be determined by the Registrar if not agreed between the parties.

3. The Defendant is afforded the opportunity to amplify its Statement of Defence to the merits of the claim, should it elect to do so, within 14 days from date of this order, whereupon the Claimants shall have an opportunity to amplify their Reply within 14 days thereafter, should they elect wish to do so.

Judgment

1. The four Claimants in this matter are resident in the State of Bangladesh. They instituted these proceedings as dependants of the late Mr Mohammed Mandal (the '**Deceased**') who died as a result of injuries sustained by him in a motor vehicle accident which occurred on 8 May 2019 when the vehicle, driven at time by the First Defendant (the

'**Driver**') drove into five construction workers working on a bridge in the Lusail area of Doha, killing three of them, including the Deceased, and injuring two.

2. Resulting from the death of the Deceased as their breadwinner, the Claimants instituted action against the Driver involved as the First Defendant, on the basis that he drove the vehicle negligently, and against the Second Defendant, the Gulf Insurance Group BSC. Subsequently, the Claimants decided not to proceed with their claim against the First Defendant. Hence the case is against the Second Defendant only, to whom we shall refer as the Defendant

3. The Second Defendant, formerly known as AXA Insurance Gulf Company, is a branch of an insurance company based in Bahrain which is registered to do business within the Qatar Financial Centre (the '**QFC**') where it is licenced to conduct business as an insurer. The claim against it rests on an insurance policy issued with reference to the vehicle involved in the accident which is rendered compulsory by the traffic legislation of the State of Qatar pursuant to article 58 of the Minister of Interior's Resolution No.1 of 1981, under the Executive Regulations of Law No.10 of 1979.

4. As contemplated by the legislation, this compulsory insurance is for the benefit of third parties. It covers losses suffered from bodily injury including death resulting from an accident involving the vehicle insured by the policy that happened in the State of Qatar. The insurance resulting from the policy enables the affected party who is entitled to compensation to sue the insurer directly albeit that he or she is not a party to the policy.

5. After service of summons on it, the Defendant raised the defence that this Court has no jurisdiction to determine the claim. In accordance with the general practice in this Court, it was decided that the jurisdiction defence was to be determined separately and without entering into the merits of the case. This separate hearing was conducted virtually on 16 July 2023. At the hearing the Claimants were legally represented by Mr Moshin Al-Haddad, while Mr Montaser Osman appeared for the Defendant.

6. The jurisdiction of this Court is governed by section 8(c) of its creating statute, Law No.7 of 2005, read with article 9.1 of its Regulations Procedural Rules (the '**Rules**').

Articles 9.1.1- 9.1.3 of the Rules clearly do not find application. The Claimants rely on article 9.1.4 of the Rules which provides that this Court shall have jurisdiction to hear:

> *civil and commercial disputes arising from transactions, contracts or arrangements between entities incorporated within the Qatar Financial Centre and residents of the State, or entities incorporated in the State but located outside Qatar Financial Centre, unless the parties agree otherwise.*

7. The Claimants argue that their claim falls within the ambit of article 9.1.4 of the Rules in that it arises from a policy contract between the Defendant, which is an entity established in the QFC, and the owner of the insured motor vehicle, who is established in the State of Qatar, although not in the QFC. The Defendant's counter argument that the claim is not covered by article 9.1.4, relies on the fact that the Claimants are not parties to the policy contract and that they are not residents of the State of Qatar.

8. We may add that we found the defence that this Court has no jurisdiction to hear the case somewhat cynical. When the Claimants brought their claim in the Qatar National Courts, the Defendant raised the defence that that that Court lacked jurisdiction because jurisdiction is reserved for this Court. That defence proved successful in that it was eventually upheld by the Court of Appeal. In this Court the Defendant advanced the exact opposite argument. If it were right, the result would be that no Court would have jurisdiction. Fortunately, we came to the conclusion that the argument cannot be sustained.

9. As we see it, the Defendant's argument is founded on a misinterpretation of article 9.1.4 of the Rules. On a proper construction of the article, it is clear that it does not require a contract between the parties to the litigation. Where, as in the instant case, a third party derives a benefit from a contract between the Defendant and another, a dispute concerning a claim by that third party based on the contract clearly arises from that contract. Nor does the article require that the Claimant should be a resident in the State of Qatar. What it requires is that the one contracting party, other than the one established in the QFC, must reside or be incorporated in the State of Qatar, which the insured under the policy, the owner of the motor vehicle involved in the accident, clearly was. It follows that the fact the Claimants are not resident in Qatar is of no consequence.

10. Accordingly, we find that this Court has jurisdiction to entertain the Claimants' claim and we can find no reason why it should not be liable for the costs incurred by the Claimants in warding off the opposition to this Court's jurisdiction, which proved to be unwarranted.

11. The Defendant will be afforded a period of 14 days from this order to file its Statement of Defence. If it should choose to do so, the Claimants will have 14 days to file a Reply.

By the Court,

[signed]

Justice Fritz Brand

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

Representation

The Claimant was represented by Mr Mohsin Al-Haddad of Mohsin Al-Haddad Legal Consultants and Advocate of Excellence (Doha, Qatar).

The Defendant was represented by Mr Montaser Osman of the Al-Mahmoud Law Firm (Doha, Qatar).

DIGITALLY SIGNED AND VERIFIED
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