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) 44

IN THE QATAR FINANCIAL CENTRE

CIVIL AND COMMERCIAL COURT

FIRST INSTANCE CIRCUIT

Date: 6 October 2023

CASE NO: CTFIC0048/2023

TAREK CHOUDHURY

Claimant

v

PRIME FINANCIAL SOLUTIONS LLC

Defendant

CASE NO: CTFIC0049/2023

TWANETTE MURRAY

Claimant

v

INTERNATIONAL BUSINESS GROUP WLL

1st Defendant

AND

PRIME FINANCIAL SOLUTIONS LLC

2nd Defendant

CTFIC0050/2023

NANCY KILANY

Claimant

v

INTERNATIONAL BUSINESS GROUP WLL

1st Defendant

AND

PRIME FINANCIAL SOLUTIONS LLC

2nd Defendant

JUDGMENT

Before:

Justice Fritz Brand

Justice George Arestis

Justice Helen Mountfield KC

Order

1. The Defendant in case CTFIC0048/2022 must pay the Claimant in that case:

    i. the sum of QAR 9,985.97 outstanding remuneration arising under his contract of employment, plus

    ii. QAR 232.90 being interest calculated on the basis described in paragraph 26 of this judgment until the date of this Order at a rate of 5% per annum from the date on which each sum was due until date of payment, plus

    iii. QAR 1.37 per day for each further day from 7 October 2023 to the date of payment, calculated on the same basis, plus

    iv. costs assessed on the basis described in paragraph 4 of this order if not agreed.

2. The Defendants in case CTFIC0049/2022 are jointly and severally liable to pay the Claimant in that case:

    i. the sum of QAR 44,216.44 outstanding remuneration arising under her contract of employment with the Second Defendant and indemnified by the First Defendant, plus

    ii. QAR 416.68 being interest calculated on the basis described in paragraph 26 of this judgment until the date of this Order at a rate of 5% per annum from the date on which each sum was due until date of payment, plus

    iii. QAR 7.21 per day for each further day from 7 October 2023 to the date of payment, calculated on the same basis, plus

    iv. costs assessed on the basis described in paragraph 4 of this order if not agreed.

3. The Defendants in case CTFIC0050/2022 are jointly and severally liable to pay the Claimant in that case:

i. the sum of QAR 52,649.01 outstanding remuneration arising under her contract of employment with the Second Defendant and indemnified by the First Defendant, plus

ii. QAR 394.56 being interest calculated on the basis described in paragraph 26 of this judgment until the date of this Order at a rate of 5% per annum from the date on which each sum was due until date of payment, plus

iii. QAR 6.06 per day for each further day from 7 October 2023 to the date of payment, calculated on the same basis, plus

iv. costs assessed on the basis described in paragraph 4 of this order if not agreed.

4. To the extent that any reasonable costs were incurred by the Claimants in pursuing these claims, they are each entitled to recover those costs from the relevant Defendants, such costs to be assessed by the Registrar if not agreed. If the Claimants wish to claim costs, they must each raise these claims with the Registrar within 14 days of the date of this judgment, and the Defendants shall have 14 days thereafter to lodge any response submissions.

Judgment

Background

1. These three linked claims are brought by Claimants who were all persons resident in Qatar, all employed by Prime Financial Solutions LLC ('**Prime**'), which was incorporated in and licensed by the Qatar Financial Centre ('**QFC**'). Prime is the sole Defendant in case CTFIC0048/2023, and the Second Defendant in cases CTFIC0049/2023 and CTFIC0050/2023. International Business Development Group WLL ('**IBD**') is the sole shareholder in Prime, and is a further Defendant in the latter two cases.

2. The claims are all brought in respect of wages which remained outstanding following the termination of the Claimants' employment by Prime on notice. In each case, the

termination of the contract appears to have taken place on the basis of an instruction to Prime by IBD.

3. In around May 2023, IBD decided that it ought to place Prime into voluntary liquidation. Ms Kilany, who was the Chief Operating Officer and Senior Executive Function, stated in her claim that IBD also resolved to meet all outstanding claims for wages and other employment benefits owed to Prime's employees when it was liquidated. Most staff had their contracts terminated at the end of June 2023, though she and a couple of other senior employees were retained for a few months longer to effect an orderly wind-down. However, it has transpired that not all outstanding claims for contractual sums owed under the contracts of employment have been paid, and Mr Choudhury, Ms Kilany and Ms Murray have each brought claims against Prime seeking payment of the outstanding sums.

4. In cases CTFIC0049/2023 and CTFIC0050/2023 (Ms Kilany and Ms Murray's claims), IBD had guaranteed the payments of outstanding wages to the Claimants in each case, in written indemnities which were before the Court, and the Claimants have sued on the indemnity in the alternative to their claims against Prime on the basis of their entitlements under the contracts of employment.

5. In each case, there had been a partial payment of the sums outstanding after proceedings were issued, which part-payments are described below. Apart from those payments, the Defendants have not sought to defend these claims, and accordingly, we have taken the facts as established by the Claimant in each case.

Procedure

6. The claims are such that they have been allocated by the Registrar to the Small Claims Track and we have decided that it is appropriate to determine the claims on the papers without the need to hear oral evidence. Since the events which led to each claim, and the basis for each claim, are so similar, we also decided that it was proportionate to join the three claims and hand down one judgment in all three cases.

7. We were content that it was a proportionate means of dealing with these claims to determine them in this way, having regard to the relatively low sums at stake, the

simplicity of the claims made, and the fact that there did not appear to be any dispute of fact. This is the course adopted by this Court in earlier cases, including *Patta v Meinhert BIM Studios LLC* [2022] QIC (F) 9 at paragraph 4 and *Aegis Services LLC v Diamond Worldwide Services WLL* [2023] QIC (F) 23 at paragraph 2. In *Aegis Services LLC,* the Court observed as follows at paragraph 2:

> *We consider that where cases have been allocated to the Small Claims Track, it is important that such cases be determined as quickly and efficiently as possible and that, where as happened in this case, the matter then goes undefended, it is in keeping with the Practice Direction for the Court to go on to determine the claim, usually on the papers, without the need for any application for summary judgment to be made. This will ensure that the objective of the Practice Direction - to deal with small claims quickly and efficiently - is met. Accordingly, we have decided to determine the case on the basis of the written material before us and without hearing oral evidence. We are satisfied that the Defendant has been duly notified about the claim and served with the relevant material before us…*

8. The same observation applies here.

Jurisdiction

9. Prime is a company established in the QFC, and so it is incontrovertible that this Court has jurisdiction over a dispute between its employees or former employees under a contract of employment, by virtue of article 9.1.3 of the Court's Regulations and Procedural Rules (the '**Rules**').

10. IBD is a company established in Qatar but not the in QFC. However, the Claimants in each of the cases are resident in Qatar. We also have jurisdiction in respect of the claims against IBD in CTFIC0049/2023 and CTFIC0050/2023 under article 9.1.4 of the Rules, since the claims against IBD relate to and arise from a contract between a party established in the QFC (the Second Defendant) and a resident of the state of Qatar (the Claimant).

The facts

11. The facts in each case have not been disputed by either Prime or IBD.

12. Mr Choudhury was employed by Prime as a Financial Consultant between 15 February 2022 and the termination of his contract on notice, with an effective termination date of 30 June 2023. Mr Choudhury says that he was first told that the outstanding sums under his contract of employment would be paid, which were QAR 35,690, but then, to his dismay, he was told that QAR 19,985.97 would be temporarily withheld.

13. Accordingly, when his contract ended, the sum of QAR 19,985.97 remained unpaid. The principal amounts claimed are not in dispute. These are QAR 10,985.97, being unpaid wages of QAR 19,985.97, minus an interim payment of QAR 10,000, which was paid on 12 September 2023. This sum remains outstanding at the date of judgment. It is the sum owed by Prime to Mr Choudhury under her contract of employment.

Nancy Kilany

14. Ms Kilany was employed by Prime as Chief Operating Officer and Senior Executive Function between 14 March 2022 and 5 September 2023. After IBD decided in a board meeting in May 2023 to start voluntary liquidation proceedings, she was retained to assist with the liquidation process. Hence, she remained employed by Prime, but because she was not paid for her services, she resigned from her position with one month's notice on 6 August 2023, with effect from 5 September 2023.

15. At the date of termination, the contractual sums claimed, in terms of salary and benefits outstanding (including end of service benefit) are as follows:

    i. QAR 30,688.62 due on 31 July 2023.

    ii. QAR 40,263.01 due on 31 August 2023.

    iii. QAR 6,697.26 due on 5 September 2023.

16. The principal amounts claimed are not in dispute. These total QAR 77,649.01 in unpaid wages and benefits, minus an interim payment of QAR 25,000, paid on 10 September 2023 (after the claim was lodged). Thus, the principal sum of QAR 52,649.01 remains outstanding at the date of judgment.

17. This sum is owed by Prime to Ms Kilany under her contract of employment. It was expressly guaranteed by IBD, in the written undertaking which we have seen, which means that IBD is jointly and severally liable with Prime to Ms Kilany while these monies remain outstanding.

Twanette Murray

18. Ms Murray was employed by Prime as Compliance Manager and MLRO until 31 August 2023. She resigned on notice on 7 August 2023, citing the non-payment of her July 2023 salary in her letter of resignation.

19. At date of termination, the contractual sums claimed, in terms of salary are as follows:

    i. QAR 34,608.22 due on 31 July 2023.

    ii. QAR 34,608.22 due on 31 August 2023.

20. The principal amounts claimed are not in dispute. These are QAR 44,216.44, being unpaid wages of QAR 69,216.44, minus an interim payment of QAR 25,000, paid on 10 September 2023. This sum remains outstanding at the date of judgment.

21. This sum is owed by Prime to Ms Murray under her contract of employment. It was expressly guaranteed by IBD, in the written undertaking which we have seen, which means that IBD is jointly and severally liable with Prime to Ms Murray while these monies remain outstanding.

Conclusion on the principal sums owing

22. We therefore find that Prime (in Mr Choudhury's case) and both Defendants (in Ms Kilany and Ms Murray's cases) are jointly and severally liable to the Claimants for the outstanding wages in the sums claimed, minus the interim payments, as set out in the Order above.

23. Thus:

    i. Mr Choudhury is entitled to QAR 9,985.97 as against Prime;

ii. Ms Kilany is entitled to QAR 52,649.01 as against Prime and IBD, jointly and severally; and

iii. Ms Murray is entitled to QAR 44,216.44 as against Prime and IBD, jointly and severally.

Interest

24. We believe that it is fair to compensate the Claimant in each case for being deprived of the benefit of receiving payment of money due to him/her on the date when it fell due by an award of interest on the outstanding amount at the rate of 5% per annum.

25. In each case, the award of interest runs on the entire sum of wages which was outstanding from the date when it fell due until the date of interim payment, and then on the remaining sum that date until date of payment. We hold that the interim payments should be treated as paying off the most recent debts first.

26. Thus, in relation to interest:

Mr Choudhury is entitled to:

i. QAR 200.02 interest at 5% per annum on QAR 19,985.97 between 1 July 2023 and 12 September 2023 inclusive, being 73 days at QAR 2.74 per day; plus

ii. QAR 32.88 interest at 5% per annum on QAR 9,985.97 from 12 September 2023 until the date of this judgment, being 24 days at QAR 1.37 per day; plus

iii. QAR 1.37 per day for each further day on which the debt is outstanding from the date of judgment until date of payment.

Ms Kilany is entitled to:

i. QAR 168 interest at 5% per annum on 30,688.62 between 1 August 2023 and 10 September 2023 inclusive, being 40 days at QAR 4.20 per day; plus

ii. QAR 55.70 interest at 5% per annum on QAR 40,688.62 between 1 and 10 September 2023 being 10 days at QAR at QAR 5.57 per day; plus

iii. QAR 5.52 interest at 5% per annum on QAR 6,697.26 between 5 and 10 September 2023, being 6 days at QAR 0.92 per day; plus

iv. QAR 187.46 interest at 5% per annum on the outstanding total sum of QAR 52,649.01 from 10 September 2023 until the date of this judgment, being 26 days at QAR 7.21 per day; plus

v. QAR 7.21 per day for each further day on which the debt is outstanding from the date of judgment until date of payment.

Ms Murray is entitled to:

i. QAR 189.60 interest at 5% per annum on 34,608.22 between 1 August 2023 and 10 September 2023 inclusive, being 40 days at QAR 4.74 per day; plus

ii. QAR 47.40 interest at 5% per annum on QAR 34,608.22 between 1 and 10 September 2023 being 10 days at QAR at QAR 4.74 per day; plus

iii. QAR 157.56 interest at 5% per annum on the outstanding total sum of QAR 44,216.44 from 10 September 2023 until the date of this judgment, being 26 days at QAR 6.06 per day; plus

iv. QAR 6.06 per day for each further day on which the debt is outstanding from the date of judgment until date of payment.

Costs

27. The Defendants must also pay the reasonable costs incurred by the Claimants, if any, in bringing these claims, to be assessed by the Registrar if not agreed.

28. If any Claimant wish to claim costs, they must raise the claim with the Registrar within 14 days of judgment having been handed down, and the Defendants shall have 14 days thereafter to lodge any response submissions.

By the Court,

[signed]

Justice Helen Mountfield KC

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

Representation

Each Claimant was self-represented,

None of the Defendants were represented and did not appear.

DIGITALLY SIGNED AND VERIFIED
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