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) 46

IN THE QATAR FINANCIAL CENTRE

CIVIL AND COMMERCIAL COURT

FIRST INSTANCE CIRCUIT

Date: 9 November 2023

CASE NO: CTFIC0059/2023

EVERSHEDS SUTHERLAND (INTERNATIONAL) LLP

Claimant

v

HARINSA CONTRACTING COMPANY (QATAR) WLL

Defendant

JUDGMENT

Before:

Justice George Arestis

Justice Ali Malek KC

Justice Helen Mountfield KC

Order

1. The Defendant must pay the Claimant:

    i. The sum of QAR 58,458.00 together with the sum of QAR 3,207.42 in interest to 9 November 2023, and QAR 12.85 interest per day for each day after 9 November 2023 that the sum is outstanding until date of payment.

    ii. The reasonable costs of bringing this claim and any other incidental costs to be assessed by the Registrar if not agreed.

Judgment

Facts

1. This is a claim for QAR 58,458 filed by the Claimant against the Defendant for fees incurred in connection with Defendant's instructions to represent it in two proceedings filed by the latter against Al Jassim Groups before the local courts in Qatar. The first related to a summary case (No. 1034/2020) before a Judge of Urgent Matters and the second related to a substantive case (No. 1069/2020) before the Court of First instance.

2. After an exchange of correspondence, an engagement letter including Standard Terms was signed by a certain Mr Kocacinar on behalf of the Defendant according to which Claimant's fees were agreed as follows:

    i. For the summary case, USD 49,300.00 to US 60,350 (minus fees previously spent amounting to USD 8,230).

    ii. For the substantive case, USD 160,000 – USD 195,000.

3. Further to the above amounts, there would be charged disbursements at cost upon occurrence. All invoices issued by the Claimant were agreed to be paid within 14 days of receipt. The work agreed to be undertaken by the Claimant included the preparation of pleadings, correspondence and general procedural assistance including liaising with local counsel, review and comment on expert reports, and attending meetings and hearings.

4. The Claimant – between 17 January 2023 and 21 June 2023 – issued five invoices for a total amount of QAR 58,458 which, however, have remained unpaid to date despite repeated requests for prompt payment and repeated offers for a discount in order to encourage the Defendant to pay. At no point did the Defendant complain about the work carried out nor did it complain or reject the invoices submitted by the Claimant. In addition, the correspondence exchanged between the parties proves that the Defendant does not contest the debt or its obligation for payment of the amount claimed.

5. On 4 October 2023, Mr Alexander Whyatt, a partner in the Claimant's firm, filed a witness statement together with a statement of truth stating that the Claim Form was duly served on the Defendant via registered post that very day. The Defendant has failed up to the present day to respond to the claim or file any defence to the Court and therefore the claim remains uncontended.

Jurisdiction and Procedure

6. The Claimant is registered as a branch as an LLP and the Qatar Financial Centre ('**QFC**') Authority has certified that it has granted the Claimant a license pursuant to QFC regulations. In addition, the letter of engagement concluded between the parties stipulated that the Court, "*has exclusive jurisdiction to determine any dispute arising out of or in connection with these terms of Engagement*". It is clear, therefore, that this Court has jurisdiction to determine the present case.

7. The nature of the claim is such that it justifies the decision of the Registrar to allocate it to the Small Claims Track. We have, therefore, decided to determine the claim on the papers without having to hear oral evidence. We are further satisfied that it is appropriate to determine the claim in this way, bearing in mind the relatively low amount at stake, in particular that the facts are not disputed, and that the claim remains uncontested. 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:

> *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 ...

The findings of the Court

8. We have carefully examined the various documents filed before the Court by the Claimant, which includes the Letter of Engagement concluded between the parties, as well as the five invoices issued by the Claimant which remained uncontested but unpaid, and the long exchange of correspondence between the parties in which we did not find a single piece of evidence showing that the Defendant disputes the sums claimed. We find that the Claimant complied with its obligations in the Letter of Engagement and therefore that it is entitled to the sums claimed in the five invoices i.e. for the total amount of QAR 58,458.00.

9. Furthermore, the Claimant claims interest in accordance with the standard Terms incorporated in the Letter of Engagement stipulating that any invoice not paid within 14 days of its issuance will carry interest at the base rate of the Bank of England plus 2.5%. We therefore find that the Claimant is also entitled to this contractually agreed rate interest on the above rate 14 days after the issue of each invoice to the day of payment as follows:

    i. On the invoice dated 17 January 2023 and on the amount of QAR 24,522.50, 14 days thereafter being QAR 1,464.01 to the date of this judgment, and continuing at a rate of QAR 5.21 per day until the date of payment

    ii. On the invoice dated 8 February 2023 and on the amount of QAR 22,916.00, 14 days thereafter being QAR 1,261.33 to the date of this judgment, and continuing at a rate of QAR 4.87 per day until the date of payment.

iii. On the invoice dated 9 March 2023 and on the amount of QAR 5,442.50, 14 days thereafter, being QAR 266.80 to the date of this judgment, and continuing at a rate of QAR 1.16 per day until the date of payment

iv. On the invoice dated 28 April 2023 and on the amount of QAR 1,077.00, 14 days thereafter being QAR 41.40 to the date of this judgment, and continuing at a rate of QAR 0.23 per day until the date of payment.

v. On the invoice dated 21 June 2023 and on the amount of QAR 6,500.00, 14 days thereafter being QAR 173.88 to the date of this judgment, and continuing at a rate of QAR 1.38 per day until the date of payment.

Costs

10. The Claimant claims its costs incurred in the preparation of the Claim Form and any other costs incurred in subsequent proceedings. We order that the Defendant pays the reasonable costs incurred by the Claimant in bringing this claim and any other incidental costs, to be assessed by the Registrar if not agreed.

By the Court,

[signed]

Justice George Arestis

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

Representation

The Claimant was self-represented.

The Defendant was did not appear and was not represented.

DIGITALLY SIGNED
AND VERIFIED
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