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 (C) 7

IN THE QATAR FINANCIAL CENTRE

CIVIL AND COMMERCIAL COURT

Date: 3 December 2023

CASE NO: CTFIC0028/2023

ACCORD PITCH LLC

Claimant

v

NEW SMART CONTRACTING AND SERVICES WLL

Defendant

JUDGMENT

Before:

Mr Umar Azmeh, Registrar

Order

1. The Defendant is to pay the Claimant the sum of $13,375 forthwith.

Judgment

Introduction

1. Judgment was handed down in this case on 27 July 2023 ([2023] QIC (F) 31) in which the Court (Justices Fritz Brand, George Arestis and Yongjian Zhang) found in favour of the Claimant in his claim for the sum of QAR 158,610 following an application for summary judgment. The Defendant did not respond to the Claim Form nor to the application for summary judgment, and therefore the case is uncontested. That sum was due forthwith, but unfortunately remains outstanding and the matter is presently within the enforcement process of this Court.

2. The Court also ordered the Defendant to pay the Claimant's reasonable costs in pursuing the claim: it is this that is the subject of this judgment.

Background

3. By way of very brief background, the parties contracted for the Defendant to provide the Claimant personnel services in 2022. When the Defendant issued an invoice to the Claimant in December 2022, the latter – in error – overpaid that invoice in the sum of QAR 277,910. The Defendant's subsequent invoice in late December 2022 – in the sum of QAR 69,300 – was set off against that overpayment, reducing the amount owed to the Claimant to QAR 208,610.

4. In March 2023, following an agreement to repay the Claimant in instalments, the Defendant paid the Claimant the sum of QAR 50,000. However, since that date, no further payments have been made to the Claimant, despite repeated demands for payment. It was on this basis that the Claimant was successful in its claim for the balance in the sum of QAR 158,610.

Approach to costs assessment

5. Article 33 of the Court's Regulations and Procedural Rules reads as follows:

> *33.1 The Court shall make such order as it thinks fit in relation to the parties' costs of the proceedings.*

33.2 The general rule shall be that the unsuccessful party pays the costs of the successful party. However, the Court can make a different order if it considers that the circumstances are appropriate.

33.3 In particular, in making any order as to costs the Court may take account of any reasonable settlement offers made by either party.

33.4 Where the Court has incurred the costs of an expert or assessor, or other costs in relation to the proceedings, it may make such order in relation to the payment of those costs as it thinks fit.

33.5 In the event that the Court makes an order for the payment by one party to another of costs to be assessed if not agreed, and the parties are unable to reach agreement as to the appropriate assessment, the necessary assessment will be made by the Registrar, subject to review if necessary by the Judge.

6. In *Hammad Shawabkeh v Daman Health Insurance Qatar LLC* [2017] QIC (C) 1, the Registrar noted that the, "… *list of factors which will ordinarily fall to be considered*" to assess whether costs are reasonably incurred and reasonable in amount will be (at paragraph 11 of that judgment):

    i. Proportionality.

    ii. The conduct of the parties (both before and during the proceedings).

    iii. Efforts made to try and resolve the dispute without recourse to litigation.

    iv. Whether any reasonable settlement offers were made and rejected.

    v. The extent to which the party seeking to recover costs has been successful.

7. *Hammad Shawabkeh v Daman Health Insurance Qatar LLC* noted as follows in relation to proportionality, again as non-exhaustive factors to consider (at paragraph 12 of that judgment):

    i. In monetary … claims, the amount or value involved.

    ii. The importance of the matter(s) raised to the parties.

    iii. The complexity of the matters(s).

    iv. The difficulty or novelty of any particular point(s) raised.

    v. The time spent on the case.

    vi. The manner in which the work was undertaken.

vii. The appropriate use of resources by the parties including, where appropriate, the use of available information and communications technology.

8. One of the core principles (elucidated at paragraph 10 of *Hammad Shawabkeh v Daman Health Insurance Qatar LLC*) is that, "*in order to be reasonable costs must be both reasonably incurred and reasonable in amount*."

The parties' submissions

9. As noted above, the Defendant has not engaged with this costs assessment process. Therefore, I only have the Claimant's submissions on costs dated 16 October 2023. The total claimed is $14,678, comprising $12,556 for the claim and $2,125 for the costs assessment. A ledger/narrative is also enclosed, along with various other documents. I also have the pleadings and other documentation filed by the Claimant throughout the case.

10. The Claimant's submissions are, in essence, that the total costs claimed are reasonable when set against the criteria in the case of *Hammad Shawabkeh*. As noted, there is no response from the Defendant

Analysis

11. I note that the lawyer with conduct of the matter is a partner – Mr Al-Khoury. This was a straightforward case and therefore did not necessarily require partner expertise. However, the rate at which Mr Al-Khoury was charged to the Claimant was – compared to partner rates usually seen before this Court – relatively modest at $500/hour (circa QAR 1,820; see, by way of examples, *Stephen Ferris v Sanguine Investment Managers LLC and Christopher John Leach* [2023] QIC (C) 5 at paragraph 10; *Bank Audi LLC v Fahad Hussain Ibrahim Al Fardan* [2023] QIC (C) 4 at paragraph 25; and *Amberberg Limited and another v Thomas Fewtrell and others* [2023] QIC (C) 3 at paragraph 24). Even accounting for the different type of firm representing the Claimant in this case and the firms involved in the cases cited in this paragraph, Mr Al-Khoury's hourly rate is modest (indeed, lower than the trainee solicitor hourly rate in the *Bank Audi LLC* case). I am therefore satisfied that it was reasonable to charge Mr Al-Khoury's hourly rate in this particular case and make no reduction in this respect.

12. In relation to the ledger, I will disallow Part 5 (disbursements) in the sum of $56 given that there is no supporting documentation. **The reductions here amount to $56.**

13. In early July 2023, an enforcement application was made. Enforcement in terms of that application cannot be considered until a final judgment has been issued and a Defendant has failed to satisfy that judgment. In those circumstances, I disallow 2.5 hours of time for the preparation, filing and serving of that application, amounting to a **reduction in the sum of $1,250**.

14. I am satisfied that the remaining items claimed on the ledger are reasonably incurred and reasonable in amount for preparation, serving legal notices on the Defendant (2 hours), preparing the Claim Form and ancillary documentation (17 hours), preparing the application for summary judgment (2 hours), the enforcement application that followed judgment (1.5 hours), and the costs of the costs assessment (4.25 hours). All of this work was done in under 27 hours in the sum of $13,375. That is, in my view, plainly reasonable for litigation of this type.

15. I also note that the Defendant has not engaged with the Court process whatsoever, and has not applied for permission to appeal (which would in any event now be out of time). This is not conduct that is conducive to the smooth passage of litigation through the Court, certainly is not conduct that helps keeps costs to a minimum, and indeed its conduct has driven costs up in this case (it could, for example, have filed a document making it clear that it did not contest the case which may have negated the requirement for an application for summary judgment, or engaged further with the Claimant to seek to reach an acceptable settlement given that it does not appear to contest that it owes the Claimant the sum in question).

16. On the question of proportionality, I have reduced the amount payable to $13,375. This is to be set against the total claimed of QAR 158,610 (circa $43,000 at the time of writing). The total costs claimed including enforcement and the costs of this costs assessment amount to a little over 30% of the disputed sum. This cannot in my view be said to be disproportionate.

17. I therefore order the Defendant to pay the Claimant the sum of **$13,375 forthwith** comprising the Claimant's reasonable costs.

By the Court,

[signed]

Mr Umar Azmeh, Registrar

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

Representation

The Claimant was represented by John & Wideman LLC (Doha, Qatar).

The Defendant was unrepresented and did not appear.

DIGITALLY SIGNED AND VERIFIED
موقّع رقمياً ومعتمد