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) 49

IN THE QATAR FINANCIAL CENTRE

CIVIL AND COMMERCIAL COURT

FIRST INSTANCE CIRCUIT

Date: 19 December 2023

CASE NO: CTFIC0068/2023

TAHAR RAIS

Claimant

v

AL FARDAN GROUP

1st Defendant

and

ALIZ TECHNOLOGIES QFZ LLC

2nd Defendant

JUDGMENT

Before:

Justice Dr Rashid Al-Anezi

Justice Fritz Brand

Justice Yongjian Zhang

Order

1. The claim against the First Defendant is dismissed.

2. The Second Defendant is to pay the Claimant the sum of QAR 44,000 together with interest calculated at the rate of 5% per annum from the date of this judgment to the date of payment.

3. To the extent that that any reasonable costs have been incurred by the Claimant in pursuing this claim, he is entitled to recover those costs from Second Defendant, to be assessed by the Registrar if not agreed upon.

Judgment

1. The Claimant in this matter, Mr Tahar Rais, is a Tunisian citizen who is resident at present in Budapest, Hungary. The First Defendant, the Al Fardan Group, is incorporated in the State of Qatar, but not an entity established to operate within the Qatar Financial Centre ('**QFC**'). The Second Defendant, Aliz Technologies QFZ LLC, on the other hand, is an entity established within the Qatar Free Zones ('**QFZ**').

2. Because of the sum and the nature of the issues involved, the claim was allocated by the Registrar to the Small Claims Track of this Court under Practice Direction No. 1 of 2022. 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 Defendants have been duly notified about the claim and served with the relevant material before us on 9 November 2023 and that, despite such notice, the Defendants have filed no appearance to defend.

3. In accordance with the allegations in the Claim Form which are uncontroverted, the Claimant's case, broadly stated, is that:

   i. The Second Defendant was established as a corporate vehicle to give effect to a joint venture between the First Defendant (as to 51%) and Aliz Tech, a company incorporated in Luxembourg (as to 49%).

   ii. On 20 August 2023 and through the auspices of the First Defendant, he received an employment offer (the '**Offer**') from the Second Defendant which he formally accepted, thereby bringing about a contract of employment (the '**Employment Contract**'). In terms of the Employment Contract, he was appointed for an indefinite period as the Second Defendant's Business Analyst. The Offer pertinently stated that acceptance thereof would constitute a binding contract which could only be terminated in accordance with article 49 of the Labour Law of Qatar (Law No. 14 of 2004) and, so it seems, with two months' notice. His salary package in terms of the employment Offer would be QAR 22,000 per month.

   iii. Pursuant to the Employment Contract, the Claimant was to report for duty on 8 October 2023; accordingly, he was assisted by employees of First Defendant until 2 October 2023, in making travel and accommodation arrangements that would enable him to do so.

   iv. But, on 6 October 2023, when the Claimant was about to depart for Doha, he received a telephone call from the Second Defendant's Chief Executive Officer, to inform him that his services were no longer needed. By then, so the Claimant contends, he had resigned his employment and given up his accommodation in Budapest which, "*left him with no job and residence in either country*".

v. Thereafter, the Claimant demanded in writing to the Defendants that he be compensated for the wrongful unilateral termination of his Employment Contract. But, the only response he received was that he was not entitled to any compensation at all.

vi. The Claimant is unassisted in his claim by legal representation. According to his interpretation of the employment contract, so the Claimant avers, he is entitled to his salary package in lieu of two months' notice. "*But the article I found in labour law*", so he continues, "*says the duration of the notice period is (6 months in my case) so I am not sure which one to request*".

4. As against this background, we do not think the claim against the First Defendant can be sustained, albeit that its employees appear to have been largely responsible for the Claimant's predicament. We say that because we find that, since this Court's jurisdiction is essentially confined to disputes arising from transactions involving entities established in the QFC or the QFZ, we have no jurisdiction over the First Defendant who is not so established.

5. By contrast, the position of the Second Defendant is entirely different. Firstly, this Court has jurisdiction by virtue of article 44 of the Free Zone Law, No. 35 of 2005, because this is a civil and commercial dispute arising between a company registered in the Qatar Free Zone (the Second Defendant) and its employee. Secondly, a clear and direct contractual link between the parties has been established.

6. In terms of the Employment Contract, termination of the contractual relationship is governed by article 49 of the Labour Law of Qatar, Law No. 14 of 2004 (that provision, incidentally, is in line with article 40 of Law No. 35 of 2005). Article 49 provides that, if the service contract is for an indefinite period, any party thereto may terminate it without giving reasons for the termination by giving:

> *not less than one month's notice to the other party if the period of service is five years or less. If the period of service is for more than five years, the notification period shall be at least two months prior to the date of termination*

7. In accordance with the terms of article 49, the contract could therefore be terminated on one month's notice. But on our interpretation, the notice periods provided for in article 49 constitute minimum standards only. This appears from the references to, "*not less than*" and, "*at least*" Accordingly, as we see it, there is nothing in the article which precludes an employer from providing in any contract of employment whose terms and conditions that are more favourable to the employee than those required by the article.

8. Accordingly, the Claimant is in our view entitled to summary judgment in amount equivalent to his salary package in lieu of two months' notice provided for in the Employment Contract, which is QAR 44,000.

9. Although there is no claim for interest and costs, we believe the Claimant is entitled to the interest customarily awarded by this Court on judgment debts, which is calculated at the rate of 5% per annum from date of judgment to date of payment and to such reasonable costs as he has actually incurred in pursuing this claim.

10. These are our reasons for the Order that we make.

By the Court,

[signed]

Justice Fritz Brand

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

Representation

The Claimant was self-represented.

The Defendants were not represented and did not appear.

DIGITALLY SIGNED
AND VERIFIED
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