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: [2024] QIC (F) 4

IN THE QATAR FINANCIAL CENTRE

CIVIL AND COMMERCIAL COURT

FIRST INSTANCE CIRCUIT

Date: 28 January 2024

CASE NO: CTFIC0069/2023

HKA GLOBAL LIMITED

Claimant

v

AL JABER ENGINEERING COMPANY WLL

Defendant

JUDGMENT

Before:

Justice Fritz Brand

Justice George Arestis

Justice Yongjian Zhang

Order

1. The Defendant is to pay the Claimant QAR 1,561,060.45 together with interest on the said amount calculated at the rate of 1.5 % per month from 22 May 2023 until the date of payment.

2. The Defendant is to pay the reasonable costs incurred by the Claimant in pursuing this claim, to be assessed by the Registrar if not agreed.

3. The Claimant's claim for summary judgment for damages in an amount of QAR 500,000 is refused. Should the Claimant intend to proceed with the claim in the ordinary course, it is to file a notice of such intent on the Registrar and the Defendant within 14 days from the date of this judgment whereupon further procedural directions will be issued by this Court.

Judgment

1. This is an application for summary judgment. The Claimant, HKA Global Limited, an international company incorporated in the British Virgin Islands, has been established and licenced through its Qatar Financial Centre ('**QFC**') Branch, to do business in the QFC. The Defendant, Al Jaber Engineering Company WLL, is a company incorporated under the laws of the State of Qatar.

2. The Claimant's business is to provide expert and advisory services in the construction and manufacturing industry. The dispute arose from a written contract between the parties which was concluded on 4 May 2020 when the Defendant accepted a proposal by the Claimant (the '**Agreement**'). In terms of the Agreement, the Claimant undertook to provide its services as an independent delay and quantity expert on behalf of Defendant in litigation between the Defendant, as contractor, and the Hamad Port Project Steering Committee as the employer, concerning the Defendant's claims for extensions of time in terms of a construction contract. Accordingly, this Court has jurisdiction in terms of article 9.1.3 of its Regulations and Procedural Rules (the '**Rules**') to determine the dispute because it is, "*a commercial dispute arising between entities established in the QFC and a contractor therewith*".

3. The claim documents were duly served on the Defendant on 15 November 2023 and the summary judgment application was served at the same address. Yet the Defendant

filed no notice of opposition or a statement of defence. It follows that the Claimant's allegations of fact must be accepted as uncontroverted,

4. The Agreement, which is annexed to the Claim Form, stipulated the scope of work and rates of remuneration proposed by the Claimant which were subsequently accepted by the Defendant. The Claimant's case is that it rendered the services and invoiced the Defendant for these services in accordance with the express terms thus agreed upon by virtue of the Agreement. Consistent with these terms, the Claimant submitted invoices to the Defendant on a monthly basis for services rendered during the previous month.

5. These detailed invoices are also annexed to the Claim Form. Under the Agreement the Defendant undertook to pay the amount of each invoice within 30 days from date of submission. But despite this undertaking and subsequent demands, so the Claimant contends, no payments were made by the Defendant, and in May 2023 the amount outstanding was QAR 1,561,050.45.

6. The Agreement further provides, in clause 5 under "Terms and Conditions", that:

> *In the event of failure to pay any money owed, the Company may charge interest on any money owed by the client, such interest to be at the rate of 1.5% for each month from the final date for payment to the date of actual payment on a compound basis.*

7. On 22 May 2023, so the Claimant further contends, there was a meeting between the parties. At the meeting the Claimant agreed, as a gesture of goodwill, (i) to provide the Defendant with a credit note for 35% of the amount outstanding which would reduce that amount to QAR 1,014,682; and (ii) to afford the Defendant the opportunity to pay the outstanding amount in bi-monthly instalments of QAR 200,000 over a period of 9 months, the first such instalment to be paid in July 2023. The terms of this agreement were reduced to writing in a document described as the "Payment Plan" which was formally accepted by the Defendant on 6 June 2023, and which is annexed to the Claim Form.

8. The Payment Plan provides in express terms that the credit note is subject to the schedule of payment in the Payment Plan and could be revoked by the Claimant upon non-payment of the agreed instalments by the Defendant. Since the Defendant has failed to pay the instalments under the Payment Plan, so the Claimant claims, it is entitled to payment of the original debt of QAR 1,561,050,45. Its further claim is for

1.5 % interest per month on the outstanding amount which is expressly provided for in terms of the Agreement.

9. Applications for summary judgment are governed by article 22.6 of the Rules as supplemented by Practice Direction No. 2 of 2019. We believe that on the papers the summary judgment meets the procedural requirements of the Practice Direction. Moreover, we are satisfied that, as contemplated by article 22.6, the Defendant has no prospect of successfully defending the claim on the merits and that there is no compelling reason why the claim should proceed to trial. Hence, we concluded that the matter can be decided on the papers without the need for a hearing of evidence or oral argument.

10. On the uncontroverted facts we hold that the Claimant is entitled to payment of the capital amount claimed. In addition, the Claimant is entitled to the interest expressly agreed upon in terms of the Agreement at the rate of 1.5% per month from the date of stipulated payment (which was 30 days after the date of invoice) to the date of actual payment. Strictly speaking, interest would therefore have to be calculated with reference to the date of every individual invoice, but for the sake of clarity, we propose to accept the date of the agreement of 22 May 2023 – when the capital amount clearly became crystalised – as the determining date for the commencement of the interest period.

11. Apart from these claims, the Claimant also seeks an order for payment of an amount of QAR 500,000, "*as damages caused by the Company's refusal to pay the outstanding sum*", as well as a costs order in an amount of QAR 90,000. With regard to costs, we can see no reason in principle why the Defendant should not be held liable for the costs incurred by the Claimant in pursuing its claim. Yet the practice of this Court is not to grant costs orders for specified amounts, but to award reasonable costs to be determined by the Registrar if not agreed upon between the parties. That is the order we propose to make.

12. The damages claim has not in our view been established on the papers before us, at least not for the purposes of summary judgment; particularly, since neither the legal nor the factual basis for the claim are stated at all. Hence the claim for summary judgment under this heading is to be refused. Should the Claimant wish to proceed with this claim in the ordinary course, it will be directed to file a notice of such intent on the Registrar

and the Defendant within 14 days of the date of this judgment whereupon further procedural directions will be issued by this Court.

13. These are the reasons for the orders we propose to make.

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 the Al Mushiri Law Office (Doha, Qatar).

The Defendant did not appear and was unrepresented.

DIGITALLY SIGNED AND VERIFIED
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