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) 2

IN THE QATAR FINANCIAL CENTRE

CIVIL AND COMMERCIAL COURT

FIRST INSTANCE CIRCUIT

Date: 21 January 2024

CASE NO: CTFIC0041/2023

SANDY BEACH REFRESHMENTS CAFETERIA LLC

Claimant

v

AHK ENTERPRISE LLC

Defendant

JUDGMENT

Before:

Justice Dr Rashid Al-Anezi

Justice Fritz Brand

Justice Yongjian Zhang

Order

1. Summary judgment is granted against the Defendant in favour of the Claimant in an amount of QAR 20,000.00.
2. The Claimant's claim for summary judgment for damages in an amount of QAR 500,000 is refused. Should the Claimant seek to pursue this claim in the ordinary course, it is to inform the Registrar of its intention to do so within 14 days from date of this Order. In that event, directions will be issed by this Court for the further conduct of proceedings
3. The Defendant's counterclaim for payment of an amount of QAR 5,000 is refused
4. The Claimant is entitled to recover its reasonable costs incurred by it in pursuing its claim in terms of paragraph 1, above, as determined by the Registrar if not agreed.

Judgment

1. The Claimant, Sandy Beach Refreshments Cafeteria LLC, and the Defendant, AHK Enterprise LLC, are both incorporated and licensed in the Qatar Financial Centre ('**QFC**'). The Claimant's first claim is for repayment of the sum of QAR 20,000 which it had paid to the Defendant pursuant to a written agreement, referred to as a Contract for Temporary Rental (the '**Rental Agreement**') entered into between the parties on 5 October 2022. The second claim is for damages in the sum of QAR 500,000 arising from the Defendant's alleged breach of the Rental Agreement. The disputes presented for determination therefore arise from a contract between two entities established within the QFC. Accordingly, this Court has jurisdiction in the matter by virtue of article 9.1.1 of the Court's Regulations and Procedural Rules.
2. According to the Claimant's Claim Form, which was delivered to the

Defendant on 7 September 2023, its case is broadly based on the following allegations:

i. In terms of the Rental Agreement, the Claimant rented a kiosk in the Arabian Village from the Defendant for two months during the FIFA World Cup 2022 event, at a rate of QAR 25,000 per month, that is, QAR 50,000 in aggregate, which was payable in advance.

ii. Pursuant to the Rental Agreement, the Claimant paid an amount of QAR 25,000 on 10 October 2022 and a further amount of QAR 20,000 on 17 November 2022, leaving an amount of QAR 5,000 outstanding.

iii. In terms of the Rental Agreement, the kiosk was to be delivered to the Claimant in a condition fit for purpose by 1 November 2022. When the Defendant failed to comply with this obligation, so the Claimant contends, the Rental Agreement was terminated by mutual agreement (the '**Termination Agreement**').

iv. In terms of the Termination Agreement, the Defendant was entitled to retain the equivalent of one month's rent and undertook to repay an amount of QAR 20,000 to the Claimant.

v. Subsequently, the Claimant repeatedly demanded payment of the QAR 20,000, but raising various excuses, the Defendant has failed to do so.

3. On the basis of these facts, the Claimant claims:

i. Repayment of the QAR 20,000.

ii. Damages in an amount of QAR 500,000.

iii. Costs.

4. In its Statement of Defence, the Defendant:

i. Denies that it was in breach of the Rental Agreement in any repect. On the contrary, it contends that the rented kiosk was delivered to the Claimant fully prepared and in accordance with the terms of the Rental Agreemnent on the due date.

ii. Contends that the Claimant requested repayment of the rent on 22 December 2022, but the request was refused on behalf of the Defendant.

iii. Baldly denies that the Rental Agreement was terminated by mutual agreement.

iv. Contends that the Claimant is still indebted to it in amount of QAR 5,000, which it claims by way of a counterclaim.

v. Refers to three claims by other Claimants against the Defendant, arising from the same Rental Agreement, that were decided in favour of the Defendant in *Mounib Harmoush v AHK Enterprise LLC* [2023] QIC (F) 9; *Charm Cafe LLC v AHK Enterprise LLC* [2023] QIC (F) 11; and *Fat Cat Cafe LLC v AHK Enterprise LLC* [2023] QIC (F) 10 (which was confirmed by the Appellate Divison: [2023] QIC (A) 8).

5. In its Reply to the Statement of Defence, the Claimant confirmed the allegations in its Claim Form. Moreover, it pertinently pointed out that the Defendant had failed to deal with the details of Claimant's allegations in support of the Termination Agreement and with the WhatsApp exchanges advanced in coroboration thereof.

6. The next step in the procedure was an application for summary judgment by the Claimant which was served on the Defendant on 22 November 2023 in which the Claimant confirms the facts advanced in support of its claims. The Response confirms the defences raised in the Statement of Defence,

including the denial of the Termination Agreement. Significantly, however, it again fails to deal with the detailed allegations relied upon by the Claimant in support of the Termination Agreement and the WhatsApp exchanges, despite the Claimant's earlier challenge in its response to the Statement of Defence that it should do so.

7. Since both parties are legally unrepresented, their cases could have been more clearly formulated. Hence we sought some clarification by addressing questions to the parties through the Registrar. Both parties responded to these questions. But again their focus is on whether or not the Defendant acted in breach of the Rental Agreement and on the Claimant's occupation of the rented kiosk. The answers to our questions did not throw any light on the pertinent issue of wheter or not there was a Termination Agreement. Nonetheless, we propose to condone the technical imperfections in the papers on both sides and proceed determine the disputes arising without a formal hearing as best we can on the material available to us. We do so because we decided upon consideration that the costs occassioned by a formal hearing would be disproportionate to the claim for repayment of rent, while Claimant's the substantial claim for damages in any event remains clearly unsubstantiated at this stage.

8. The question for determination before us is whether the Claimant has, on the papers before us, succeeded in establishing its claims. With regard to the damages claim for QAR 500,000 we have already expressed our finding that the answer must be "no". On the contrary, we find that the Claimant has failed to establish both the merits and the quantum of this claim.

9. With regard to the claim for repayment for QAR 20,000, our view is different. It is true that we cannot find on these papers whether or not the Defendant had acted in breach of the Rental Agreement. But the keystone

to the Claimant's case is its reliance on the Termination Agreement. It pleads that agreement in detail: the Defendant would retain the rent for one month and repay QAR 20,000. It then advances WhatsApp communications between the parties which, on the face of it, support the Claimant's version: that the Defendant impliedly admitted its undertaking to repay, but raised excuses for delaying payment.

10. The three judgments in favour of the Defendant by this Court in earlier cases on which it seeks to rely, do not support its defence. Those judments were based on the facts of those cases which are distinguishable from this case, particularly since the the Claimants in those cases did not rely on any Termination Agreement, which is in our view decisive in this case. Hence, we find that the Claimant has succeeded in establishing the Termination Agreement and that in consequence it is entitled to repayment of the QAR 20,000. By the same token, the Defendant's counterclaim for QAR 5,000 must fail.

11. With regard to costs, it follows in our view that the Claimant is entitled to the reasonable costs incurred by it in pursuing its claim. These are our reasons for the order 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 self-represented.

The Defendant was self-represented.

DIGITALLY SIGNED
AND VERIFIED
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