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) 17**

**IN THE QATAR FINANCIAL CENTRE**

**CIVIL AND COMMERCIAL COURT**

**FIRST INSTANCE CIRCUIT**

**Date: 15 April 2024**

**CASE NO: CTFIC0009/2024**

**REHAM HOSNI EL TANANY**

**Claimant**

**V**

**CROWN ACCOUNTING AND TECHNOLOGY LLC**

**Defendant**

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**JUDGMENT**

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**Before:**

**Justice George Arestis**

**Justice Dr Hasan Al-Sayed**

**Justice Fritz Brand**

## Order

1. The Defendant is forthwith to pay to the Claimant the sum of QAR 20,682.

2. The Defendant is to pay the Claimant compensation in the sum of QAR 396.80, continuing at the rate of QAR 2.83 per day from the date of this judgment to the date of payment.

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

4. The Claimant's claim for moral damages in the sum of QAR 5,000 is dismissed.

## Judgment

1. The Claimant, Reham Hosni El-Tanany, is an Egyptian national who is resident in the State of Qatar. The Defendant, Crown Accounting and Technology LLC (previously known as Crown Accounting and Taxation LLC), is an entity established in the Qatar Financial Centre ('**QFC**'). This Court has jurisdiction to determine the dispute between the parties by virtue of article 9.1.3 of the Court's Regulations and Procedural Rules, in that it arises from an agreement between an entity established in the QFC and one of its former employees.

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 (the '**Practice Direction**').

3. After the claim was served on the Defendant, it filed opposing papers which were followed by Claimant's Reply. Both parties are unrepresented by legal practitioners. It appears from the papers that there is a clear factual dispute between the parties. Nonetheless, 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 it is in keeping with the Practice Direction for the Court to go on to determine the claim, usually on the papers. 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 or argument.

4. On 12 March 2022, the parties entered into a written contract of employment in terms whereof the Claimant was employed as the Defendant's Money Laundering Reporting Officer ('**MLRO**') at a monthly salary of QAR 5,000 together with other benefits. But, on 1 June 2023, the Defendant informed the Claimant that, because of the Defendant's changed circumstances, it no longer needed the services of a MLRO; in consequence the Claimant would, as from 1 August 2023, be required to work remotely from home only, and her salary would therefore be reduced to QAR 2,000 per month.

5. In terms of the employment contract, each party was entitled to terminate the contract by giving notice to the other "*as per Qatar Labour Law*, with the Defendant reserving the right to terminate the contract with immediate effect by paying the Claimant her salary for the required notice period. In terms of article 2(4) of the QFC Employment Regulations 2020 (the '**Employment Regulations**'), the Law of the State of Qatar does not apply to employment contracts involving QFC entities, whose contracts are governed by the Employment Regulations. Article 23(2)B of the Employment Regulations provides for a notice period of one month where the contract endures for a period of less than 5 years.

6. Broadly stated, the Claimant's case as formulated in her Statement of Claim is that:

    i. As from 1 July 2023, she received no salary at all. On 28 November 2023 the Defendant terminated the employment contract with immediate effect, whereby she became entitled to her salary for December 2023 in lieu of notice.

    ii. In addition, so the Claimant contends, she also became entitled to other benefits in the form of air tickets to her home country; leave pay; and end of service benefits.

    iii. Since the Defendant did not respond to her demand for payment, she reported the matter to the Employment Standards Office ('**ESO**') of the

QFC on 5 December 2023, which immediately started written communications with the Defendant on her behalf.

iv. According to the Claimant's calculations, the sum owing to her by way of arrear salary payments and other benefits amounted to QAR 20,682, which was conveyed by the ESO to the Defendant.

v. As borne out by the exchange of communication between the ESO and Mr Hani Mangat, the CEO of the Defendant, the latter did not dispute the Claimant's calculation of the amount owing to her. Nor did Mr Mangat deny liability for the amount claimed. His response was that the Defendant was not in the financial position to pay and hence he offered payment of an amount of QAR 10,000 in full and final settlement. Since this was less than 50% of the amount owing to her, so the Claimant says, she found the offer unacceptable.

vi. According to the exchange of communications during January and February 2024, the ESO then tried to broker a settlement between the parties to resolve the problem caused by the Defendant's professed inability to pay the amount admittedly owing to the Claimant.

vii. The Defendant's final offer conveyed by Mr Mangat was to pay the agreed amount of settlement in monthly instalments between 10 March 2024 and 10 July 2024. Since this offer was not acceptable to the Claimant, the settlement negotiations broke down and on 27 February 2024 the present proceedings were instituted by the Claimant.

7. On 13 March 2024, the Defendant filed its Statement of Defence. The defence raised is, in short, that the Claimant is not entitled to any payment of salary or benefits because she had, "*failed to fulfil her duties and responsibilities as outlined in her employment contract*." In support of this statement, Mr Mangat thereupon embarked on a litany of complaints against the Claimant as an employee, allegedly supported by WhatsApp message exchanges dating back to July 2022.

8. Mr Mangat's litany of complaints elicited a blow-by-blow answer by the Claimant in her Reply to every accusation raised against her. She also made further general submissions. These are, first, that it is not a condition of the employment contract that the Defendant could withhold her salary on the basis of poor performance. Second, that, "*when I asked my former employer for the pending salaries … he never mentioned that he was withholding my salary because of poor performance or failure to fulfil my responsibilities*".

9. We find it unnecessary to go down the road of the Defendant's individual complaints, because we believe that the two general points made by the Claimant are fatal to the Defendant's case. As to the first answer, the Claimant is right when she says that the employment contract does not provide for a deduction from salary or other benefits by the Defendant on the basis of poor performance. In fact, a provision to that effect would have contravened article 27 of the Employment Regulations which prohibits a deduction from salary, save in exceptional circumstances expressly provided for in the article, of which poor performance by the employee is not one.

10. As to the Claimant's second general point, we agree that in the light of the undisputed background facts, it is hardly open to the Defendant to raise the defence of poor performance at this late stage. In its communications through the ESO, the Defendant made no mention whatsoever of this defence. On the contrary, it essentially admitted liability for the amount claimed and pleaded impecuniosity as its only answer.

11. In the circumstances we have no reservation in rejecting the Defendant's factual version on the papers. It follows that the Claimant is entitled to the amount claimed on the basis of arrears of salary and other benefits.

12. In addition, the Claimant also claimed moral damages in an amount of QAR 5,000, partly on the basis that her salary, on which she is obviously dependant, had not been paid to her for many months. Although we do not believe this is a case which justifies an award of moral damages, we do find that the Claimant deserves to be compensated for being deprived of the use of her money by way of an interest payment. We therefore award the Claimant the sum of QAR 396.80 by way of compensation, continuing at the rate of QAR 2.83 per day from the date of this judgment until the date of payment.

13. As to the matter of costs we believe that, although the Claimant was not legally represented, the following sentiments expressed by the Registrar in *Mieczyslaw Dominik Wernikowski v CMH Global LLC* [2023] QIC (C) 1 find equal application in this case:

> As *a matter of principle, it seems to me that a litigant in person ought to be able to recover something for the time he or she has spent pursuing their case in circumstances where the Court has made an Order of costs in their favour*.

14. It appears that the party who was to pay the costs in that case did not dispute the entitlement, but simply contended that the amount ought to be reasonable. The award in that case was made in the sum of QAR 1,400, representing the compensation for time reasonably spent. This approach has been followed in subsequent costs cases (see by way of example *Rudolfs Veiss v Prime Financial Solutions LLC* [2023] QIC (C) 6). We therefore order that in default of agreement between the parties as to the amount to be paid by way of costs to the Claimant, the Registrar is to assess the amount to which the Claimant is entitled to be paid with reference to the reasonable and proportionate time spent and for any reasonable and proportionate disbursements she can show to have incurred in pursuing her claim.

**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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