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) 11

IN THE QATAR FINANCIAL CENTRE

CIVIL AND COMMERCIAL COURT

FIRST INSTANCE CIRCUIT

Date: 7 March 2024

CASE NO: CTFIC0074/2023

ZAHIR MAKAWY

Claimant

v

AL AWAEL CAPTIVE INSURANCE COMPANY LLC

Defendant

JUDGMENT

Before:

Justice George Arestis

Justice Fritz Brand

Justice Yongjian Zhang

Order

1. The Defendant is to pay to the Claimant the sum of QAR 150,832 forthwith.
2. The Defendant to pay to the Claimant interest on the sum in (1), above, at the rate of 5% per annum from 28 April 2022 to the date of payment.
3. No order as to costs.

Judgment

1. The Claimant was employed by the Defendant from 30 January 2020 till 28 May 2022. His employment was terminated on 28 May 2022 after the Defendant had given the Claimant one month's notice on 28 April 2022.

2. The Claimant filed the present proceedings and claims as follows:

    i. QAR 50,000 of unpaid salaries for two months ie. April 2022 and May 2022.

    ii. QAR 40,416 representing leave salary and tickets for a period of one year and 5 months.

    iii. QAR 60,416 representing his end-of-service benefits for the period 30 January 2022 to 28 May 2022.

    iv. QAR 150,000 as compensation for arbitrary termination

    v. QAR 308,000 representing his differential salaries for the period 30 January 2022 to 28 May 2022.

3. A short account of the history of the business relations between the parties will render clearer the issues that are before the Court for determination. The Claimant was employed by "7 Brothers Holding Co" ('**7 Brothers**') which is the parent company of the Defendant as from 5 August 2018 until 30 January 2020 when he started his employment with the Defendant as General Manager. A contract of employment was signed with the latter on 9 December 2019, the duration of which was open-ended, but

however, which could "*be cancelled … as stipulated in Qatar Financial Centre Law*". The Defendant became a registered Qatar Financial Centre ('**QFC**') legal entity on 30 January 2020.

4. At a certain point in time, differences seemed to have emerged between the Claimant on the one hand, and both the Defendant and his then employer between 5 August 2018 to 29 January 2020. The Claimant initially brought an action before the Employment Standards Office of the QFC ('**ESO**') for claims which apparently covered the period of his employment both before and after the Defendant' s registration as QFC legal entity. After advice, he withdrew these proceedings as the ESO was not competent to deal with Claimant's complaints which referred to the pre-registration period. He initiated proceedings before the Qatari Labour Court, and as he alleges, he was successful before that Court with regard to the pre-registration period. For the period after registration, he filed the present proceedings before this Court.

5. The Defendant filed a Statement of Defence and it denies that it owes any amount of money to the Claimant. It accepts that on 9 December 2019, it offered employment to the Claimant as General Manager which the Claimant duly accepted but which was contingent on the registration of the Defendant as a QFC legal entity, registration being granted on 30 January 2020. It further accepts that the Claimant served as its General Manager.

6. The Defendant alleges that it consistently and promptly fulfilled all its obligations to the Claimant and that there are no outstanding dues. It admits, however, that there is an outstanding dispute between it and the Claimant over a payment for QAR 114,633 which arose post-termination of the employment contract in May 2022. It denies owing him any monies within this dispute, too.

7. The Defendant raises another defence, alleging that in any event the Claimant is prevented from raising any claim against them as this Court has determined all complaints raised by the Claimant against them in the proceedings filed by him in earlier proceedings, and the Defendant invokes the doctrine of res judicata.

8. In reply to the above, the Claimant argues that "*no previous claim has been raised before the QFC Court and he simply withdrew his complaint before the ESO and "went to Qatari Labor Court*". The judgment of the Qatari Labour Court, on the other hand, deals with the claim against 7 Brothers, pre-registration of the Defendant in the QFC, while we are dealing with a post-registration claim against the Defendant. Additionally, and for the first time, the Claimant raised another issue, that is, that "*the offer presented to him was signed by an unauthorized signatory*…".

9. We would like to point out at the outset that neither the Claimant nor the Defendant offered the Court the assistance expected by the parties, raising issues that were unfounded and frivolous. It is very clear that the res judicata doctrine does not apply in this case. The Defendant invoked this doctrine, but never furnished the Court with a copy of any judgment upon which it relies. Indeed, the Claimant provided a copy of a Qatari Labour Court decision which clearly applies to the period prior to his employment by the Defendant.

10. As to the Claimant' s contention that the offer of employment was signed by an unauthorized signatory, we wonder what the Claimant sought to achieve by this contention. He did not draw any conclusion based on this contention. He cannot contend that there was no contract duly signed and at the same time rely on this contract in order to support his claims. If he had no contract with the Defendant, he would have no claim against it nor would this Court have jurisdiction in a case against 7 Brothers. Fortunately for the Claimant, the Defendant persists in its contention that the contract of 9 December 2019 was a binding contract duly entered into on its behalf. In this light, we accept that there was a contract of employment signed between the parties on, 9 December 2019 on which both parties rely to support their respective arguments.

11. Due to the fact that, as we have already indicated, the pleadings and supporting documents of both parties were of a rather poor character and quality, we decided to organize a remote hearing inviting at the same time the parties to concentrate their arguments on questions which were put to them in writing well before the hearing. The hearing was held remotely on 18 February 2024. Both parties opted not to adduce any oral evidence before the Court. They addressed the Court not offering any substantial

assistance to it, but they rather repeated their contentions as contained in their respective pleadings.

12. We shall proceed to examine the contentions of the parties as they appear in their pleadings and as developed before the Court. We would like to remind the parties, however, that the burden of proof lies with the party who has the duty to persuade the Court that his contentions are correct and that the evidence furnished is adequate to support its contentions.

13. We have carefully examined the evidence which the Claimant placed before the Court. We find, for the reasons which we shall explain hereinbelow, that his claims in paragraphs 4 and 5 of his Claim Form must be rejected. In paragraph 4, he claims QAR 150,000 as compensation for arbitrary termination of his employment contract. The contract was terminated with one month's notice which is in accordance with article 23 of the QFC Employment Regulations 2020. But, we do not decide at this stage whether the termination of employment was arbitrary or not. What we say, however, and this is the reason for rejecting this claim, is that there is not a single piece of evidence proving the Claimant's allegation of damage.

14. As regards his claim in paragraph 5 we reject it for two reasons:

    i. We have no evidence of any decision of the Defendant's Board of Directors for the increase of the salaries of all the employees of the Defendant. No details as regards the time the decision was taken have been adduced, and there is also no evidence as to whether this decision included Claimant's salary.

    ii. The Claimant claims an increase of his salary as from 30 January 2020 to 28 May 2022. He claims an increase in salary for 28 months which he never claimed during that period without a good reason. The explanation he gave before the Court, that he would place himself in a difficult position as against his employers, is not persuasive.

15. The Claimant, as already stated, claims QAR 50,000 for his salary for the months of April 2022 and May 2022. It is an undisputed fact that he offered his services to the

Defendant until the end of April 2022, and therefore he is entitled to receive his salary for April 2022. He is also entitled to receive one month's salary as per the letter for termination dated 28 April 2022.The Defendant contends that it, "*fulfilled all employment obligations including … salary disbursements … without any outstanding dues*". It has, however, failed to furnish the Court with any evidence that in fact it did fulfill its obligation to pay the Claimant for the last two months. Claimant's claim remains uncontradicted. We therefore conclude that the Claimant is entitled to judgment for the amount of QAR 50,000.

16. The Claimant further claims QAR 35,416 which represents his "*leave salary*" for one year and five months, as well as "*QAR 5,000 for tickets*". The contract of employment on which both parties rely stipulates under the subtitle "LEAVES" as follows: *The second party is entitled … to have an annual paid leave of (30) calendar days for each year of service ….*

17. The Claimant accepts that he received one month of annual leave for the year 2020 and he claims paid annual leave for one year and five months. The Defendant does not deny in specific terms this part of the claim. As already stated in very general terms, it contends that it fulfilled its obligations towards the Claimant. It does not deny that the Claimant is entitled to this payment, and it has not furnished the Court with evidence that what the Claimant claims has been paid. We therefore conclude that the Claimant is entitled to judgment for the amount of QAR 35,416.

18. As regards the claim for QAR 5,000 for travel expenses, it seems that the Claimant is entitled to judgement for this amount as well. The contract of employment under the subtitle "*TRAVEL EXPENSES*" provides that the Defendant "*shall pay traveling cost of the Second Party from the country of domicile to Qatar and the return there to*". There is evidence before the Court that the Claimant comes from Sudan. The Defendant has not denied by its Defence that the Claimant is entitled to his travel expenses, and neither has it denied in any way that the amount of QAR 5,000 is a reasonable amount for his travel expenses. We therefore make an order for the amount of QAR 5,000.

19. Finally, the Claimant claims "*his EOSB for the period 30.1.2020 to 28.04.2022*" in an amount of QAR 60,416. In the contract of employment, under the subtitle "*END OF*

SERVICE" it is stipulated that: "*The Second Party is entitled to the end of service (Law of the Qatar Financial Centre) provided that the Second Party complete more than a full calendar year of work with the First Party*". The Claimant worked for the Defendant for more than one calendar year, and therefore he is entitled to claim this end of service benefit. Article 25 of the QFC Employment Regulations 2020 notes as follows:

> *(1) Upon the end of service of an Employee, the Employer shall comply with the terms of the employment contract in respect of termination of contract.*
>
> *(2) An Employer shall pay all outstanding wages and other fees owing to an Employee within thirty (30) days after the Employer or Employee terminates the employment.*

20. The Defendant does not dispute with its Defence either the entitlement of the Claimant for such a benefit, nor the amount claimed. On the contrary, during the hearing, it accepted that he is entitled to such a benefit but for a lesser amount without explaining how it reached this amount. We conclude, therefore, that the Claimant is entitled to judgment as per his claim for QAR 60,416, given that the amount he claims is not specifically denied in the Statement of Defence and the Defendant's alternative figure – having accepted the premise of this head of claim – was not explained.

21. We therefore decide that the Claimant is entitled to judgement for the total amount of QAR 150,832, and we make an order accordingly.

22. We also decide to award interest at the rate of 5% per annum on the above amount as from 28 April 2022 to the date of payment.

23. The total sums we have awarded in paragraphs 21 and 22 are to be paid to the Claimant forthwith.

24. We make no order as to costs as the Claimant conducted his case in person and he claimed no costs.

By the Court,

[signed]

Justice George Arestis

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

Representation

The Claimant was self-represented.

The Defendant was represented by Montaha Al-Mesleh of the Qatar International Law Firm (Doha, Qatar).