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) 18

IN THE QATAR FINANCIAL CENTRE

CIVIL AND COMMERCIAL COURT

FIRST INSTANCE CIRCUIT

Date: 30 April 2024

CASE NO: CTFIC0011/2024

EVERSHEDS SUTHERLAND (INTERNATIONAL) LLP

Claimant

V

PETROSERV LIMITED

Defendant

JUDGMENT

Before:

Justice George Arestis

Justice Fritz Brand

Justice Yongjian Zhang

Order

The Defendant is to pay to the Claimant:

1. The sum of QAR 84,154.21, forthwith.

2. Interest on the outstanding amounts calculated at the rate of 2.5% above the Base Rate levied by the Bank of England from time to time which amounts to QAR 7,850.11, continuing at the daily rate of QAR 21.46 until the date of actual payment.

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

Judgment

1. The Claimant, Eversheds Sutherland (International) LLP, is an entity of legal practitioners established and licenced through its Qatar Financial Centre ('**QFC**') branch, to practice in the QFC. Hence, it is an entity established in the QFC as contemplated by the Regulations and Procedural Rules of this Court (the '**Rules**'). The Defendant is Petroserv Limited, a company established in the State of Qatar, but not in the QFC. Since the present dispute arises from a transaction involving an entity established in the QFC, this Court has jurisdiction in terms of article 9.1.3 of the Rules of this Court. Moreover, the Claimant's Standard Terms and Conditions which were accepted by the Defendant on 6 April 2021 resulting in the written agreement relied upon by the Claimant for its claim (the '**Agreement**'), provides that this Court will have exclusive jurisdiction to determine any dispute arising from or in connection with the Agreement.

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**'). We consider that where cases have been allocated to the Small Claims Track, it is important that they be determined as quickly and efficiently as possible and that, where 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.

3. However, in this case the Claimant had in any event filed an application for summary judgment which was also duly served on the Defendant. So, the Defendant was formally notified of these proceedings on two occasions; first when the claim, accompanied by supporting documents, was served on it in terms of the Rules of this Court on 17 March 2024, and then again when it received the notice of the application for summary judgment. In neither event was there an indication by the Defendant of any intention to oppose the claim. In the event, we have decided to determine the case on the basis of the written material before us and without hearing oral evidence or argument. In accordance with the allegations in the Claim Form the Claimant's case, which must in the circumstances be accepted as unconverted (absent exceptional circumstances), can be summarised in the following terms:

    i. The Claimant was engaged by the Defendant as its legal representative in litigation before the other Qatari national courts arising from a construction contract between the Claimant as the contractor and the Qatar Public Works Authority as the employer in terms of the contract, concerning the Muaither Area Sewerage Project.

    ii. So as to formalise the terms of the engagement the parties entered into the Agreement. The Claimant's allegation is that it performed its mandate in accordance with the terms of the Agreement, for which it levied its fees, calculated with reference to the rates expressly agreed upon.

    iii. Between 15 December 2022 and 5 September 2023, so the Claimant avers, it delivered at least four invoices to the Defendant for its outstanding fees and expenses incurred. The aggregate amount of these invoices which remains outstanding is QAR 84,154.21.

    iv. According to the Claimant's allegations, which remain undisputed, the Defendant has never denied liability for the amount claimed. On the

contrary, its representatives sought a discount on the admitted amounts, which the Claimant agreed to conditional upon immediate payment. But despite this indulgence and subsequent extensions for payment granted by the Claimant, the amount outstanding remains unpaid.

v. According to the Claimant's Standard Terms and Conditions, which are expressly incorporated into the Agreement, the Claimant is entitled to interest on outstanding amounts, calculated from a date 14 days after the date of an invoice, at the Base Rate levied by the Bank of England plus 2.5%, compounded, monthly on the last day of each month.

4. On the basis of these allegations, the Claimant's claim is for:

i. Payment of the amount of QAR 84,154,21.

ii. Interest on this amount calculated in accordance with the formula provided for in its Standard Terms and Conditions, amounting to QAR 7,850.11 and continuing at a daily rate of QAR 21.46 until the date of payment. Should the Base Rate levied by the Bank of England change prior to the date of payment, the Claimant or the Defendant may apply to the Court for a recalculation of the daily rate.

iii. The costs incurred by it in pursuing its claim.

5. In terms of article 22.6 of the Rules, summary judgment is warranted if the Court finds that (i) the Defendant has no prospect of success in defending the claim; and (ii) there is no compelling reason why the claim should be disposed of at a trial. In our view the Claimant's claims for the capital amount and costs clearly meet both these requirements.

6. These are the 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 unrepresented and did not appear.

DIGITALLY SIGNED AND VERIFIED
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