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) 28

IN THE QATAR FINANCIAL CENTRE

CIVIL AND COMMERCIAL COURT

FIRST INSTANCE CIRCUIT

Date: 11 July 2024

CASE NO: CTFIC0018/2024

JILIONI CORTBAWI

Claimant

V

CROATIAN BUSINESS COUNCIL LLC(G)

Defendant

JUDGMENT

Before:

Justice George Arestis

Justice Fritz Brand

Justice Dr Yongjian Zhang

Order

1. The claim is dismissed.

Judgment

1. Although the Claimant alleges that the Defendant is indebted to him in an amount of QAR 593,470, representing his salary for the period July 2022 to May 2024 and a number of other benefits, his claim is for QAR 550,000 only. He contends that this claim arises from a contract of employment that he concluded with the Defendant, which is a company registered with the Qatar Financial Centre.

2. His claim is based on facts which are part of his Claim Form, as well as on facts which are contained in an undated letter addressed to the Court filed along with the Claim Form.

3. As he alleges in his Claim Form, he has not got a copy of his contract, *"as it was made in the system electronically and the proof, [he has in his] QID sponsorship under the Croatia Business Council and his work email, are still active"*. In his letter addressed to the Court he says that he started working for the Defendant on 7 July 2022, but since then he has not received any salary or any other of the agreed benefits.

4. He contends that he kept asking "*him*" (apparently referring to the manager or director or president of the company whose name, a certain Mr Mario Lozancic, appears on the Claim Form) but "*he was always postponing till one day he gave me a cheque and told me that this is your right*". A photocopy of this cheque was filed at Court. It is dated 4 October 2023 and is in the amount of QAR 500,000. It is not clear whether the cheque was signed on behalf of the company by Mr Mario Lozancic or by him personally. The cheque was not honored by the bank, and it remained unpaid and as the Claimant says, he started criminal proceedings before the criminal Court of First Instance (Felony/Misdemeanours). It appears that, in the event, Mr Lozancic was convicted by that court on the charge of dishonestly issuing a cheque well knowing that it will be dishonored for lack of funds. Part of the sentence imposed by the criminal court was

that Mr Lozancic was directed to pay the amount of the cheque to the Claimant. Hence, it appears that the Claimant already has judgment in his favour for the largest part of his claim, albeit against Mr Lozancic personally. In consequence the judgment sought by the Claimant from this Court may, on his own version, result in a double recovery of the same debt.

5. We are going to dismiss the case of the Claimant. The Court feels very uneasy about issuing a judgment in his favour. There is no evidence before us to support the Claimant's case. The Claimant has made no efforts to secure a copy of the contract in spite of the fact that for more than two years he was not paid his salaries and other benefits. He did not furnish the Court with any other evidence to prove the terms of the contract in spite of the fact that he himself says that there is such a proof.

6. Our view is that the Claimant's case is very weak and unsustainable for two more reasons. First, in his Claim Form, he claims the amount of QAR 593,470, and in his letter to the Court a different amount. Second, he admits that he has a judgment of the criminal court for the amount of the cheque. He does not give any information as to how far the procedure for the execution of this judgment has gone. He says nothing about that save that it is outstanding.

7. One more question remains without an answer: what does the cheque for QAR 500,000 represent? Which part of his claim? Or was the cheque tendered and accepted in full and final settlement of the Claimant's claims against the Defendant?

8. For the above reasons the case for the Claimant fails despite the fact the Defendant has entered no appearance to defend. In consequence, this claim is dismissed.

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 not represented and did not appear.