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 (C) 11**

**IN THE QATAR FINANCIAL CENTRE**

**CIVIL AND COMMERCIAL COURT**

**COSTS ASSESSMENT**

**Date: 29 August 2024**

**CASE NO: CTFIC0071/2023**

**AMBERBERG LIMITED**

**Claimant**

**v**

**PRIME FINANCIAL SOLUTIONS LLC**

**1st Defendant**

**AND**

**THOMAS FEWTRELL**

**2nd Defendant**

**AND**

**NIGEL PERERA**

**3rd Defendant**

**AND**

**SOUAD NASSER GHAZI**

**4th Defendant**

**AND**

~~**REMY ABBOUD**~~

~~**5th Defendant**~~

**AND**

~~**MARC REAIDI**~~

~~**6th Defendant**~~

**AND**

**INTERNATIONAL BUSINESS DEVELOPMENT GROUP WLL**

**7th Defendant**

**AND**

~~**QATAR GENERAL INSURANCE & REINSURANCE COMPANY QPSC**~~

~~**8th Defendant**~~

**JUDGMENT ON COSTS**

**Before:**

**Mr Umar Azmeh, Registrar**

**----**

**Order**

1. The Claimant is to pay the 8th Defendant the sum of **QAR 421,000** within 14 days of the date of this judgment.

**Judgment**

**Background**

1. On 19 November 2023, this case was issued against eight Defendants. The 8th Defendant was the Qatar General Insurance and Reinsurance Company QSPC.

2. The 8th Defendant was served with the Statement of Claim and its exhibits on 5 December 2023. The 8th Defendant has stated that it had no "*record of any prior dealings with the Claimant or any knowledge of the various matters alleged in the Statement of Claim*" prior to it being served.

3. On 2 January 2024, the 8th Defendant filed an application for summary judgment. On 28 January 2024 the Claimant responded to the application for summary judgment, and the 8th Defendant replied on 4 February 2024.

4. On 18 January 2024, the Claimant filed an application for disclosure against the 8th Defendant. The 8th Defendant responded to this application on 15 February 2024, and the Claimant replied on 22 February 2024.

5. The two applications were listed to be heard together – along with two other challenges to the Court's jurisdiction brought by the 5th and 6th Defendants – on 17 March 2024 at a remote hearing.

6. Both the Claimant and the 8th Defendant filed skeleton arguments prior to the hearing, each dated 10 March 2024.

7. On 4 April 2024, the Court (Justices Fritz Brand, Ali Malek KC and Dr Yongjian Zhang; [2024] QIC (F) 16) granted the 8th Defendant's application for summary judgment and declared that the both the claim and the disclosure application against the 8th Defendant were "*entirely without merit*" (see paragraphs 3 and 4 of the Order).

**The case and Court's judgment of 4 April 2024**

8. The Court's conclusion on the case against the Eighth Defendant was as follows (at paragraph 11):

> *Despite the wide wording and the lumping together of all eight in paragraphs 14 and 105 of the Statement of Claim, it is clear that the claim against the Eighth Defendant cannot possibly be based on breach of a legal duty against the Eighth Defendant in tort. There is simply no allegation of any wrongful or negligent conduct on the part of this Defendant and there is no legal basis identified that could lead the Eighth Defendant to owe a duty of care in tort to the Claimant. Paragraphs 54 to 56 of the Statement of Claim refer to a Professional Indemnity Policy issued by the Eighth Defendant. Yet, no relief is claimed on the basis of these allegations other than a direction that the First and the Eighth Defendants disclose the provisions of the policy issued by the Eighth Defendant. But, that is the same relief we have to consider in the disclosure application. It is a procedural claim which should be made by way of interlocutory application (as the Claimant now did). It does not constitute a claim for substantive relief in the form of payment. In short, there is no reasonable cause of action alleged against the Eighth Defendant.*

9. The Court concluded at paragraph 14 that, "… *the Claimant's case against the Eighth Defendant is entirely without merit and that the application for Summary Judgment should succeed as a matter of course*." It went on to state at paragraph 16 that the disclosure application made by the Claimant should be "*refused for lack of any possible relevance*".

10. At paragraph 17, the Court commented as follows as to the Claimant's conduct:

*What remains are issues of costs. In this regard we have taken into account that the Claimant's case against the Eighth Defendant is completely devoid of any merit (we make a declaration that the both the substantive claim and application for disclosure are both totally without merit); that this had been carefully explained to Mr Veiss by the Eighth Defendant's legal representatives, Clyde & Co LLP, in a detailed letter which preceded the Summary Judgment application; and that Mr Veiss had nonetheless resisted any attempt to put an end to this pointless litigation.*

**Approach to costs assessment**

11. Article 33 of the Court's Regulations and Procedural Rules reads as follows:

> *33.1 The Court shall make such order as it thinks fit in relation to the parties' costs of the proceedings.*
>
> *33.2 The general rule shall be that the unsuccessful party pays the costs of the successful party. However, the Court can make a different order if it considers that the circumstances are appropriate.*
>
> *33.3 In particular, in making any order as to costs the Court may take account of any reasonable settlement offers made by either party.*
>
> *33.4 Where the Court has incurred the costs of an expert or assessor, or other costs in relation to the proceedings, it may make such order in relation to the payment of those costs as it thinks fit.*
>
> *33.5 In the event that the Court makes an order for the payment by one party to another of costs to be assessed if not agreed, and the parties are unable to reach agreement as to the appropriate assessment, the necessary assessment will be made by the Registrar, subject to review if necessary by the Judge.*

12. In *Hammad Shawabkeh v Daman Health Insurance Qatar LLC* [2017] QIC (C) 1, the Registrar noted that the "… *list of factors which will ordinarily fall to be considered*" to assess whether costs are reasonably incurred and reasonable in amount will be (at paragraph 11 of that judgment):

    i. Proportionality.

    ii. The conduct of the parties (both before and during the proceedings).

    iii. Efforts made to try and resolve the dispute without recourse to litigation.

    iv. Whether any reasonable settlement offers were made and rejected.

    v. The extent to which the party seeking to recover costs has been successful.

13. *Hammad Shawabkeh v Daman Health Insurance Qatar LLC* noted as follows in relation to proportionality, again as non-exhaustive factors to consider (at paragraph 12 of that judgment):

    i. In monetary … claims, the amount or value involved.

    ii. The importance of the matter(s) raised to the parties.

    iii. The complexity of the matters(s).

    iv. The difficulty or novelty of any particular point(s) raised.

    v. The time spent on the case.

    vi. The manner in which the work was undertaken.

    vii. The appropriate use of resources by the parties including, where appropriate, the use of available information and communications technology.

14. One of the core principles (elucidated at paragraph 10 of *Hammad Shawabkeh v Daman Health Insurance Qatar LLC*) is that "*in order to be reasonable costs must be both reasonably incurred and reasonable in amount*." The provisions of article 33 provide a "*wide discretion*" as to the costs that can be awarded (*Fadi Sabsabi v Devisers Advisory Services LLC* [2023] QIC (F) 4 at paragraph 11).

**Submissions**

15. The 8th Defendant filed and served a submission (along with various enclosures including the narratives, invoices and correspondence with the Claimant) dated 16 May 2024 in which it claimed a total of QAR 710,023.53 (this is updated in its Reply to a total sum of QAR 789,427.16 to take account of that document).

16. The points made by the 8th Defendant in its submission are, inter alia, as follows:

    i. The case was complex and difficult to understand.

    ii. It sought legal advice as quickly as possible and concluded that the claim had no merit.

iii. Once it had made the conclusion in (ii), above, it sought to engage with the Claimant to explain this; it made a "*drop-hands*" offer on 24 December 2023, the effect of which would be that each party would bear their own costs if the claim was withdrawn. At that stage, its costs were around AED 115,000. The Claimant did not properly engage and therefore the case continued.

iv. It sought to dismiss the claim as efficiently as possible via an application for summary judgment; however, the Claimant then made its application for disclosure (despite disclosure being the subject of the substantive claim and also the 8th Defendant's explanations as to why the claim had no prospects of success). The 8th Defendant's position is that the disclosure application significantly increased costs and was an attempt to derail the application for summary judgment.

v. It took charge of preparations for the hearing which included the eBundles – at the Claimant's request – which, given that there were multiple parties, increased costs further.

vi. It attempted to negotiate its costs with the Claimant after the judgment was handed down on 4 April 2024, but the Claimant sought to relitigate matters and engaged in irrelevant discussions, making negotiations impossible.

vii. Its costs are proportionate because of, inter alia, the following:

a. The case was a complex one involving eight Defendants.

b. Due to the nature of the allegations, various different expertise was required (e.g. insurance, QFC Court experience etc.)

c. The fees charged by its lawyers are clearly reasonable and are in line with reasonable hourly rates, if not less.

d. The division of work was appropriate, and indeed saved costs.

e. Time was written off.

f. It determined early on that the case had no merit and then in good faith tried to negotiate with the Claimant to end the case.

g. The proceedings were generally complex involving many other Defendants and two others at the hearing on 17 March 2024.

viii. The conduct of the Claimant – central to the Court's conclusions – was poor and increased costs and wasted time, and this extends to the costs negotiations.

ix. The 8th Defendant made significant efforts to avoid the litigation including making a reasonable settlement off on 27 December 2023, but the Claimant was intransigent (see paragraph 16(iii), above).

x. It was entirely successful in dismissing the claim.

17. The Claimant responded on 13 June 2024, and noted inter alia the following:

i. The Claimant sought multiple costs clarifications and the 8th Defendant did not properly engage with this correspondence.

ii. The amounts claimed are unreasonable and significantly disproportionate.

iii. Costs are incurred that were entirely avoidable: the 8th Defendant should have properly engaged and confirmed it was not the "*relevant insurer*" and then the case would have been withdrawn. In light of this point and,

following principles under the law of the British Virgin Islands, I should decline to award the 8th Defendant any costs at all.

iv. The case was not a complex one, it was not novel, and it did not necessitate significant expenditure. The 8th Defendant's legal team did not act with proper efficiency. In fact, given the 8th Defendant's assertion that the claim was "*pointless*", "*futile*" and "*devoid of any merit*", it should have been dispensed with quickly without extensive time and significant resources.

v. The case against the 8th Defendant was specific, minimal, and not complex. In fact, the disclosure request was made in light of previous proceedings which had "*no particular bearing or relevance to the Eighth Defendant's position*". No complex issues related to the 8th Defendant.

vi. The 8th Defendant is in breach of the Insurance Mediation Business Rules 2011 ('**IMBR**') by its conduct which increased costs.

vii. The submission of the Defendant did not specifically refer to the case of *Hammad Shawabkeh v Daman Health Insurance Qatar LLC*.

viii. The allocation of work was disproportionate, it was not clear why the firm's UAE office was involved in the matter and there was too much partner involvement.

ix. The submissions of the 8th Defendant are not voluminous and therefore far too much time was spent on all of the matters claimed.

18. The 8th Defendant's Reply dated 14 July 2024 made, inter alia, the following points:

i. A further QAR 79,404 are now claimed for dealing with the costs matters bringing the total claimed to QAR 789,427.16.

ii. The 8th Defendant fully cooperated with the Claimant during the costs negotiations, providing all relevant information in a timely manner. The Claimant is seeking to avoid its obligations.

iii. Despite the 8th Defendant's assistance, the Claimant pursued "*pointless litigation*" which the Court found to be "*entirely without merit*".

iv. The Claimant's assertion that it would have withdrawn the case if it became aware that the 8th Defendant was not the "*relevant insurer*" does not stand up to scrutiny: the claim was one for (unquantified) damages; the Court ruled that PII policies had "*no bearing on the claims*" in the Statement of Claim; that – as held by the Court – seeking disclosure of an insurance policy does not give rise to a cause of action; and when it became clear that the 8th Defendant was not the "*relevant insurer*", the Claimant still persisted (and indeed the Claimant also suggested post-judgment that it would appeal).

v. The assertion that the 8th Defendant is in breach of the IMBR is an attempt to avoid paying costs by making unfounded allegations, is nonsensical and has no other relevance other than to characterize the Claimant's approach of using illogical and legally unsound allegations.

vi. The disclosure application was the first in the region by a third-party seeking access to a PII policy and was therefore novel and of great importance to the 8th Defendant, "*considering its obligation under Qatar insurance regulations to keep private policyholder information confidential*."

vii. The fact that lawyers based in the UAE were deployed is irrelevant to the analysis on costs: the engagement of lawyers with relevant expertise in fact saved costs.

viii. Work was properly apportioned, and the work of Mr Dillon-Malone SC was cost effective and instructing an external barrister would have been more costly.

**Analysis**

Preliminary remarks

19. I agree with the 8th Defendant that this was a complex case. The Statement of Claim was substantial, and it had 26 exhibits annexed to it which ran to hundreds of pages. There were also eight Defendants in total which increases the complexity of the matter.

20. Furthermore, the factual and legal substance of the claims made in the Statement of Claim were complicated with, inter alia, the following being raised: negligence, breach of professional duties, lack of duties of care, lack of integrity, the QFC Financial Services Regulations, the QFC Contract Regulations 2005, the QFC Employment Regulations 2020, the IMBR, the QFC General Rules 2005, the Governance and Controlled Function Rules 2020, the Individuals (Assessment, Training and Competency) Rules 2014, the Customer and Investor Protections Rules 2019, the Anti-Money Laundering and Combating the Financing of Terrorism Rules 2019, the duties and functions of the QFC Authority and the QFC Regulatory Authority,

21. The Statement of Claim had 40 footnotes, and cited cases from this Court, the QFC Regulatory Tribunal, the High Court of Justice of England and Wales, the High Court of Singapore, and the other national Courts of the State of Qatar. It also drew in complex factual arguments derived from documentation such as a 2019 share and purchase agreement.

22. The 8th Defendant has characterised the Statement of Claim as "*incoherent*", "*poorly formulated*", "*verbose*" and "*inconsistent*", which contained "*illogical arguments*". The Court expressed similar sentiments, commenting that the claim was "*pointless*", "*futile*" and "*devoid of any merit*" (see paragraph 17 of the judgment), and that the Statement of Claim was "*not a model of clarity*" and was "…*convoluted, wide ranging and often very difficult to understand*" (see paragraph 3 of the judgment). It is clear that the manner in which the Statement of Claim is drafted rendered an already complex case even more difficult to navigate. Ultimately – as noted above – the Court declared that the claim was "*entirely without merit*", as was the application for disclosure.

Conduct

23. I find that the 8th Defendant sought to avoid litigation if at all possible, by example through its letters to the Claimant of 24 December 2023 (this was a detailed and helpful

letter, and was followed by another letter dated 28 December 2023 agreeing to give the Claimant more time to respond to the 24 December 2023 letter; these two letters were responded to via email from the Claimant on 27 December 2023 and 29 December 2023, responses which were not in my view particularly helpful and referred the 8th Defendant to the 1st Defendant for further information) and 10 January 2024 (this was a similarly detailed and useful letter). My view is that the Claimant did not appear at that time interested in avoiding litigation.

24. Moreover, on 27 December 2023 the 8th Defendant made its offer to end the litigation (having already set out the position clearly that the claim had no merit, a position that the Court agreed with in its judgment) with each side bearing its own costs. The 8th Defendant would have borne its own costs of AED 115,000, but the Claimant did not avail itself of that chance. Instead, those costs are now just shy of AED 800,000.

25. The Claimant then, on 18 January 2024, made an application for disclosure of an insurance policy, the same policy that it purports to have sought in the substantive claim. The Defendant characterized this as an "… *attempt to derail the Summary Judgment Application and expedite the claim against it*."

26. The correspondence on costs between the parties which I have before me does the Claimant no credit. It seeks to relitigate issues already decided by this Court and raises many points that do not go to the actual costs and whether they are reasonable or not. Much of the content is difficult to understand.

27. The Claimant's maximalist position continued during the costs submissions process, which included the remarkable submission that I ought decline to award the 8th Defendant any costs at all based on some provision of British Virgin Islands law that has no relevance to this exercise whatsoever. Indeed, I am not of the view that I even have the power to decline to award any costs at all given the Court's order that the Claimant is to pay the 8th Defendant's reasonable costs. Even if I had this power I would decline to deploy it as it would achieve an utterly unjust result.

28. The Claimant continues to take a completely unrealistic position in its costs submissions, including effectively blaming the 8th Defendant for incurring costs by

(quite properly) defending itself and also by continuing to assert that the case as a whole is not a complex one (this is now the ninth judgment in this particular case with more to follow), and that the matters concerning the 8th Defendant were "*minimal and limited, and certainly not complex*". Again, this approach is completely unhelpful and totally unrealistic: the 8th Defendant's lawyers were under a professional obligation to read everything filed and served by the Claimant and the other parties. Having filed a voluminous Statement of Claim (which was clearly complex given, among other things, the matters that are listed at paragraphs 19 to 21 above), along with hundreds of pages of exhibits, an Amended Statement of Claim, an application for disclosure and a skeleton argument, and having engaged in significant correspondence over several months, the Claimant can hardly complain that the 8th Defendant's lawyers were compelled to undertake significant work. It cannot also come as a surprise to the Claimant, an entity very familiar with litigation before this Court, that the costs of an international law firm can be substantial (the Claimant itself having engaged a similar firm). My view is that the Claimant's own conduct prolonged matters and increased costs.

Hourly rates and lawyers

29. The hourly rates charged by the 8th Defendant's lawyers range from AED 1,665 (circa QAR 1,640) for a trainee to AED 3,690 (circa QAR 3,650) for a partner. These are in line with the hourly rates charged by international firms in Doha and therefore do not warrant any reduction. I also agree with the 8th Defendant that there is nothing in the point of challenge raised to the deployment of lawyers from the UAE office of the 8th Defendant's lawyers. What matters is whether the work and the charges are reasonable, not where the lawyers are based.

Work and hours

30. According to their invoices, the 8th Defendant's lawyers spent a little under 220 hours on this litigation. This can broadly be divided into the following distinct areas: (i) receipt of the claim, analysis, ancillary work, and drafting the application for summary judgment, (ii) disclosure application, (iii) preparation for hearing and hearing, (iv) post-hearing matters, judgment and costs, and (v) a miscellaneous period. As noted, the total claimed is a little under AED 800,000, which is approximately QAR 790,000.

31. I will address the application for disclosure first. This was filed and served on 18 January 2024 and effectively sought similar relief to that in the substantive claim but on an expedited basis. By my calculation, reviewing the Claimant's application, compiling its own response, and reviewing the Claimant's email reply to the response took a little under 12 hours and approximately AED 38,000 (QAR 35,500 to the nearest hundred at the exchange rate used on the invoices). I find that the items included on the narratives are reasonably incurred. Whilst 12 hours appears reasonable to me, in the round I am of the view that AED 38,000 is too high, taking account the length of the disclosure application and the response, the fact that the reply was via email, and also that there would have been some overlap with the substantive claim. I take account of the fact that this application was made by the Claimant who ignored correspondence from the 8th Defendant as to the deficiencies in the application. I award **QAR 30,000** for this phase of the litigation as a reasonable sum.

32. For the receipt and review of the Claim Form, ancillary work such as corresponding with the Claimant and the Court, and the compiling of the summary judgment application – up to the date upon which that application was filed and served on 2 January 2024 – some 77.7 hours have been expended, amounting to AED 222,772.50 (circa QAR 220,000 to the nearest thousand). The work noted on the narratives includes: reviewing the claim documentation; liaising with the client; advice to client; strategising; preparing a chronology; correspondence with the Claimant; correspondence with the Court; preparing the summary judgment application along with witness statement; and internal meetings. This was a significant amount of work and, as noted above, the case was a difficult and complex one. It was important for the 8th Defendant to have the correct approach at this stage of proceedings, particularly in relation to the wider and novel issues of insurance secrecy that it alluded to in its costs submissions. I note that at paragraph 2.7 of its cost submission dated 16 May 2024, the 8th Defendant notes that it had to review previous QFC Court cases. This might normally be classified as research which can be disallowed. However, at paragraph 13 of the Statement of Claim the Claimant stated that, "*This claim is a logical continuation of legal proceedings in a wider context of …*", along with citing a number of cases involving itself in that document. This is an invitation to review these cases and therefore I make allowance in the 8th Defendant's favour for this. Looking at the matter in the round, I will allow 60 hours for this phase of work. The split that I will allow for

this work is 12 partner hours (at a partner rate of AED 3,200/hour), 36 senior associate hours (at the rate of AED 2,700/hour), and 12 associate/claims specialist/trainee hours (at a blended rate of AED 1,800). I allow AED 157,000 for this phase of work (rounded to the nearest thousand), which equates to **QAR 155,000** (to the nearest thousand). My view is that this is a reasonable amount for these tasks.

33. From the day after receipt of the Claimant's email reply to the 8th Defendant's response to the disclosure application, on 24 February 2024, until the hearing on 17 March 2024, the 8th Defendant claims a little over 60 hours in the sum of AED 180,000 (rounded to the nearest thousand, which is circa QAR 177,000). This phase of work is the hearing preparation phase up to and including the hearing, and the work on the narrative is as follows: advice to the client; liaising with the Court; correspondence with the Claimant; liaising with other Defendants; discussions concerning costs; working on the hearing eBundles (coordinating the collating of the eBundles which comprised well in excess of 1,500 pages); preparation of skeleton argument; and representation at the hearing. There is some duplication, for example two fee earners attending the hearing and multiple individuals involved in the preparation, which is disallowed. Whilst I acknowledge that the logistical preparation and arrangements for the hearing – particularly the eBundles – were largely left to the 8th Defendant, there are for example, at least 15 entries in the narrative concerning the eBundles, and I will make a reduction for those items. A bulk of the work during this phase, a little under half, was conducted by Mr Dillon-Malone SC, who is the head of the firm's Advocacy Unit. The Claimant has queried this volume of work in its responsive costs submissions. The 8th Defendant replied that instructing external counsel – which it would have been properly entitled to do – would have resulted in duplication of costs. This is difficult to judge but I am of the view that utilizing Mr Dillon-Malone SC would at the very least not have increased the costs compared to if an external barrister of commensurate experience were instructed. For this phase of the work, I will award 45 hours in total, and the notional split I allow is 25 hours for Mr Dillon-Malone SC (he has ultimate responsibility for the case before the Court, himself being the advocate and therefore for the skeleton argument and eBundles) at AED 3,060 per hour, 15 hours for the senior associate at AED 2,700 per hour, and 5 hours for an associate/claims specialist/trainee at AED 1,800 per hour. I therefore allow AED 126,000 (rounded to the nearest thousand), equating to **QAR 124,000** as reasonable costs.

34. As for post-hearing matters, judgment and costs, the 8th Defendant claims approximately 50 hours for a total of AED 150,000 to the nearest hundred (circa QAR 148,000 to the nearest hundred). The work included advising on costs, collating material for the costs submission, reviewing the judgment, advising the client, communicating with the Claimant, and preparing two sets of costs submissions. I take account of the fact that the Claimant prolonged the costs negotiations – not appearing inclined to reach any agreement on the basis of the communications I have before me as noted above – and that the Claimant responded with a full response which required an equally full reply. However, the sum claimed is simply too much to claim from an unsuccessful party and I award **QAR 50,000** as reasonable costs.

35. The period beginning the day after the filing of the application for summary judgment – 3 January 2024 – up to the 23 February 2024 which is the date upon which the Claimant replied to the 8th Defendant's response to the disclosure application is a miscellaneous phase. Excluding work on the disclosure application (dealt with at paragraph 31, above), the 8th Defendant's lawyers expended approximately 56 hours which equates to circa AED 164,000 (rounded to the nearest thousand), which is circa QAR 162,000 (again rounded to the nearest thousand). The work in this miscellaneous phase included the following: liaising with and advising the client; corresponding with all parties including the Claimant by letter; correspondence with the Court; strategic consideration; research into the Claimant in the British Virgin Islands; investigation into the Claimant's status in Qatar; consideration of costs and security for costs; and preparing reply to Claimant's response to the summary judgment application. This was an important phase of the case. My view is that all of the items claimed for were reasonably incurred. However, I am of the view that it would not be reasonable to order the Claimant to meet all of the costs claimed for this phase. I will award 25 hours for this phase of the work with the following split: 7.5 partner hours at AED 3,200 per hour, 10 senior associate hours at AED 2,700 per hour, and 7.5 junior associate/claims specialist hours at AED 1,800. The total I award for this phase is, therefore, AED 64,500, which equates to **QAR 62,000** (rounded to the nearest thousand).

36. Following my analysis above, I have awarded the 8th Defendant a total of **QAR 421,000**. The next exercise I must perform is to conclude whether or not this sum is reasonable overall.

37. The conduct of the 8th Defendant in my view has been perfectly proper. It clearly tried – as explained above – to ward off proceedings prior to incurring any significant costs with at least two very helpful letters to the Claimant explaining its position. In the final analysis, the Court found that the Claimant's case against the 8th Defendant was "*entirely without merit*". By contrast, the Claimant's conduct can be described as entirely blinkered and glib. There was limited serious engagement with the 8th Defendants genuine efforts to avoid litigation. As noted above, as early in December 2023, the 8th Defendant offered a "*drop hands*" settlement – this was entirely reasonable – but this was rejected by the Claimant (it would have required the 8th Defendant to write-off AED 115,000 in legal costs). Indeed, this attitude continued during the costs process where, as I have found, the Claimant took a completely unrealistic position. The conduct of the Claimant was such that the Court suggested that it might have awarded indemnity costs had the 8th Defendant sought them and the Claimant given an opportunity to respond. The 8th Defendant has been completely successful in this case having been dragged into it entirely improperly.

38. As to proportionality, I agree with the 8th Defendant that this was a claim against it for (unquantified) damages (e.g. see the Prayer at the foot of the Statement of Claim which claims – in capitals – "*a. Damages b. Compensation c. Costs*", and also paragraph 4 of the Claimant's response to the 8th Defendant's application for summary judgment dated 22 January which states, "*The Claimant seeks damages, costs and compensation …*") and also for disclosure. I also agree with the 8th Defendant that this was a case of significant importance given the insurance secrecy regulations in the State of Qatar and that this case potentially impacted on its legal and/or regulatory obligations in that regard: this was novel. I have already found that this case was a complex one – entirely of the Claimant's own volition – and that therefore significant and detailed work was required. Taking account of the deductions I have made, the final figure is in my view proportionate to the case faced by the 8th Defendant.

39. I also bear in mind that I have made significant reductions in the sums that have been claimed by the 8th Defendant and that, as it stands, they will be compelled to write off in the region of QAR 365,000. The Claimant's base case against the 8th Defendant was hopeless. It was entirely without merit. Its attempt to apply for disclosure was equally doomed to fail and was also entirely without merit. The 8th Defendant made significant efforts to avoid litigation. The Claimant would have known that it risked a significant costs order in the event of its case being dismissed. It went ahead with that risk and now must bear the consequences. My view is that the time and the sum that I have awarded to the 8th Defendant is reasonable.

40. The Claimant is to pay the 8th Defendant the sum of QAR 421,000 within 14 days of the date of this judgment.

**By the Court,**

**[signed]**

**Mr Umar Azmeh, Registrar**

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

Representation

The Claimant was represented by Eversheds Sutherland (International) LLP (Doha, Qatar).

The 8th Defendant was represented by Clyde & Co LLP (Doha, Qatar).

DIGITALLY SIGNED AND VERIFIED
موقّع رقمياً ومعتمد