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) 13

IN THE QATAR FINANCIAL CENTRE

CIVIL AND COMMERCIAL COURT

COSTS ASSESSMENT

Date: 8 September 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 to the 6th Defendant the sum of **QAR 18,310** within 7 days of the date of this order.

Judgment

Background

1. On 19 November 2023, this case was issued with the Claimant taking action against some eight Defendants. One of the Defendants was Marc Reaidi, the 6th Defendant.

2. By way of an application notice dated 9 January 2024, the 6th Defendant applied for the claim to be dismissed on the grounds that this Court did not have jurisdiction to deal with the matter. The Claimant responded to that application on 14 January 2024 and the 6th Defendant replied to that response on 17 February 2024.

3. The matter was subsequently set down for, among other things, a jurisdiction hearing on 17 March 2024. In preparation for that hearing, both the 6th Defendant and Claimant filed and served cross-referenced skeleton arguments on 13 March 2024 and 10 March 2024, respectively. The 6th Defendant represented himself at the hearing on jurisdiction.

4. On 4 April 2024, the Court (Justices Fritz Brand, Ali Malek KC and Dr Yongjian Zhang; [2024] QIC (F) 15) dismissed the claim against the 6th Defendant for lack of jurisdiction and also ordered that the Claimant must pay to the 6th Defendant his reasonable costs of defending the claim.

The claim

5. The relevant background is as set out in my judgment on costs relating to the 5th Defendant issued on 25 August 2024 ([2024] QIC (C) 10) at paragraphs 5 and 6:

> *As described by the First Instance Circuit (at paragraphs 2-3):*
>
> > *In November 2023, the Claimant instituted action against eight Defendants. Its Statement of Claim runs over 49 pages. It relates to various disputes between the Claimant and the various Defendants arising from its acquisition of the shares and consequent shareholding in the First Defendant between November 2019 and August 2022. All this renders the background facts rather complicated. But, because the present dispute is confined to a jurisdictional challenge by two of the Defendants only, we shall limit ourselves to background facts which are strictly necessary for a proper understanding of our conclusion with regard to this confined dispute and our underlying reasoning. In doing so, we are bound by the nature of this application (save in exceptional circumstances) to accept the Claimant's version of the facts.*
> >
> > *The Claimant's case against some of the Defendants, including the Fifth and the Sixth Defendants, is that, (i) while they were employed by the First Defendant in responsible positions of control over the affairs of the company; (ii) they owed a duty of care to the Claimant as an investor and shareholder in the First Defendant; (iii) to comply with the rules and regulations of the QFC Regulatory Authority ('**QFCRA**'); (iv) that they had failed the Claimant in that duty; and (v) that in consequence of this breach, the Claimant suffered damages which it now seeks to recover from the Defendants jointly and severally. With regard to the Fifth Defendant, the Claimant specifically pleads that she was employed by the First Defendant as its Chief Financial Officer, while the Sixth Defendant was employed as the Compliance Officer, the Money Laundering Reporting Officer and the Company Secretary of the First Defendant during a period when it was penalised by the authorities and suffered severe harm through non-compliance with various statutory regulations and QFCRA rule*
>
> *In short, the Court's view was that, as the claim rested on breaches of various duties contained within regulations and not on any contract with a Qatar Financial Centre ('**QFC**') entity (the Claimant is not a QFC-registered-entity), the claim did not come within any of the gateways in article 9 of the Court's Regulations and Procedural Rules and therefore the Court did not have jurisdiction to hear the claim.*

Approach to costs assessment

6. 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.

7. 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.

8. *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.

9. 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*."

10. The case of *Dominik Wernikowski v CHM Global LLC* [2023] QIC (C) 1 establishes the principle that litigants-in-person are entitled to an hourly rate of QAR 100 for their reasonable costs. This was followed in *Rudolfs Veiss v Prime Financial Solutions LLC* [2024] QIC (C) 6 and *Amberberg Limited v Prime Financial Solutions LLC and others* [2024] QIC (C) 10. This principle is followed in this jurisdiction for good reason: it ensures consistency.

Submissions

6th Defendant

11. The 6th Defendant provided costs submissions dated 22 April 2024 in which he claimed the sum of $33,250 comprising 264 hours of work at the hourly rate of $500 and $250 by way of disbursements, with the legal work component reduced by 75% to:

> *ensure that the Claimant does not face financial hardships as a result of these proceedings as it and its authorized representative have already faced several financial setbacks due to legal proceedings*.

12. The work comprised a number of items as follows: (i) reviewing the claim documents (40 hours); (ii) preparing and filing an application notice (24 hours); (iii) interpreting the Claimant's reply (6 hours); (iv) responding to the Claimant's reply (75 hours); (v) skeleton argument (12 hours); (vi) reviewing the Amended Statement of Claim (2 hours); (vii) responding to the Amended Statement of Claim (72 hours); (viii) preparing the skeleton argument and eBundle (16 hours); (ix) preparation for and attendance at the remote hearing (12 hours); and (x) preparation for the costs assessment (14 hours).

13. The submission addresses the criteria in *Hammad Shawabkeh v Daman Health Insurance Qatar LLC* to explain why the sum claimed is reasonable. It covers, inter alia, the conduct of the Claimant throughout (broadly described as "*confrontational*",

characterised as failing "*to assess the viability of claims before initiating legal action*" with a "*disregard for established legal principles and a persistence in pursuing untenable legal claims despite prior setbacks*", lacking in "*foresight and due diligence*" and being "*indiscriminate*"), and contrasts it with his own conduct. The submission also comments as to the conduct of the Claimant during the proceedings in the following areas: refusals to engage in amicable legal resolution, a disregard for legal process, contradictory behaviour, undesirable actions, compliance and timeliness; the 6th Defendant again contrasts this with his conduct. The thrust of these submissions in my view is that the Claimant's conduct drove up the costs of the proceedings, that includes during settlement negotiations.

14. The most significant submission for our purposes is the calculation of the hourly rate which the 6th Defendant contends should be set at $500. The 6th Defendant submits that this is not a codified rule but that it should be assessed on a case-by-case basis, and that an exception allows for the litigant-in-person if they are employed by a law firm, and thence they may apply their standard hourly rate. The 6th Defendant submits, in short, that taking account of his professional background and its relevance to the case, and the financial losses incurred due to the case, the hourly rate should be set at $500.

Claimant response

15. The Claimant's response, dated 13 June 2024, submits inter alia as follows: (i) the 6th Defendant did not make any genuine attempts to settle proceedings; (ii) the Claimant has not prolonged proceedings; (iii) the hourly rate must be QAR 100; (iv) other financial losses as adumbrated in the Claimant's costs submission are not relevant to assessing costs in this matter; (v) the costs submission fails to specify the exact work undertaken, categorise that work and specify dates upon which work was undertaken; and (vi) the time claimed is excessive and disproportionate.

6th Defendant's reply

16. The Reply, dated 14 June 2024, noted inter alia as follows: (i) the Court issued a Litigation Restraining Order against the Claimant and its Authorised Representative Mr Veiss on 5 June 2024 which underscores the multiple unmeritorious applications filed by both; (ii) all statements in the original costs submission are substantiated including the 6th Defendant's desire to settle the claims and the Claimant's lack of seriousness in this regard; (iii) the hourly rate proposed also includes a recognition that this case was

squarely within the 6th Defendant's expertise and in any event that rate is much lower than for a lawyer of comparable experience (partners at law firms); (iv) taking account of the manner in which the Claimant's documentation is drafted and presented renders the time spent reasonable; (v) the time spent compares favourably with that of the 5th Defendant and the 8th Defendant and with the Claimant's own lawyers; (vi) time has been recorded appropriately; and (vii) the 5th Defendant ran her case differently which accounts for differences in time.

The costs hearing on 26 August 2024

17. Unusually, a remote costs hearing was held in relation to the issues as between the Claimant and the 6th Defendant. This, I am afraid to say, was not a happy hearing, which substantially overran its allotted time. The Claimant was represented by its Authorised Representative, Mr Veiss, and the 6th Defendant represented himself.

18. On the morning of the hearing, the Claimant filed and served a number of documents which ran to over 100 pages of material. There was no opportunity to read this material prior to the hearing at 10.00. I decided to allow Mr Veiss to make submissions on the material with the 6th Defendant allowed to respond orally at the hearing and also in writing by 16.00 on 5 September 2024.

19. The 6th Defendant ran through his submissions and explained succinctly why he was claiming for the hours and amount recorded in his submissions. He spoke for 25 minutes and made submissions on, inter alia, the impact of this litigation on his personal and professional life, the conduct of the parties, the weak case of the Claimant, proportionality, and the hourly rates.

20. Mr Veiss then made his submissions which lasted some 47 minutes. The largest part of these submissions was devoted to the alleged conduct of the 6th Defendant many years ago (by way of example submissions were made on documents from the Qatar Financial Centre Regulatory Authority and an accountancy firm). Mr Veiss's core submission was that but for the 6th Defendant's alleged conduct many years ago, he (the 6th Defendant) would not have been involved in the instant case – CTFIC0071/2023 – and there would be no costs; therefore, the submission went, the 6th Defendant should be awarded no costs at all. These submissions were unfortunately unrealistic and irrelevant

in equal measure. The Claimant brought litigation against the 6th Defendant. The 6th Defendant successfully dismissed the case. The Court ordered that the Claimant pay the 6th Defendant's reasonable costs. The Claimant has sought to litigate the substantive case in these costs proceedings which is completely inappropriate. Any findings as to the 6th Defendant's conduct in this context, positive or negative, is a matter for substantive proceedings before the Court, proceedings which were dismissed for lack of jurisdiction. Those submissions had absolutely no bearing on the task before me and only served to prolong the costs hearing, driving costs up yet again. Mr Veiss also advanced a stifling argument, the effect of which was that due to the Claimant's impecuniosity, I should decline to award any costs. This was again a completely misconceived submission given the Court's order, and if it was to have been made, it ought to have been made to the First Instance Circuit.

21. To his credit, the 6th Defendant refrained from responding to each and every point but made a few points in response, noting that the Claimant had ignored most of the actual costs issues, and also noting that if the Claimant was impecunious, it should refrain from commencing litigation that it could not afford.

22. Prior to the hearing the Claimant had asked to make supplementary costs submissions on Practice Direction No. 1 of 2024 (Practice Direction on Costs; the '**Practice Direction**'). I declined at that stage to allow those submissions. This was maintained during the costs hearing and therefore the Claimant was given leave until 16.00 on 29 August 2024 to file and serve submissions of no more than one page of A4. The 6th Defendant was given until 16.00 on 5 September 2024 to respond. The 6th Defendant responded on the 29 August 2024, a few hours after the Claimant filed and served its submission.

23. The 6th Defendant described the Claimant's submission as a "*baseless and flagrant misuse of judicial resources*". The Claimant's submission was supposed to address the Practice Direction. Instead, it sought to make serious allegations against the 6th Defendant. I will not repeat those allegations in this judgment. None of those allegations have been proven in Court, let alone this Court. It asks me to hold the 6th Defendant "*accountable and responsible*" – for, frankly, unclear acts/omissions – and that I should therefore entirely offset any costs for sanctions which can comprise exceptional

circumstances and which can "*provide an efficacious tool for promoting global justice and accountability*". The submission then poses the following question and answers it in the negative: "*Fundamentally, the question is whether under all relevant circumstances, it would be just to make an additional financial award in favour to (sic.) Mr Reaidi*"?

24. To my mind, the answer to the question posited at the bottom of paragraph 23 is clearly, "*yes*", for the reasons explained in this judgment. However, the relevant circumstances are, for our purposes, very simple: the Claimant started litigation against the 6th Defendant. The 6th Defendant obtained dismissal on jurisdiction grounds. The Court made a costs order in favour of the 6th Defendant. The Claimant must pay those costs. It is as simple as that. The repetition of the allegations made by the Claimant in the costs hearing in the post-hearing costs submission is abusive of the Court's process: the costs assessment is not a forum for litigating/re-litigating substantive grievances.

Analysis

Preliminary remarks

25. I repeat what I noted in *Amberberg Limited v Prime Financial Solutions LLC and others* [2024] QIC (C) 10 as to the nature of this case (paragraph 15):

> *The claim brought against the eight Defendants is, in my view, a complex claim. The case has already generated seven judgments (this will be the eighth judgment and there will be several more to follow). It has been described by the Court as "complicated" (see paragraph 2 of [2024] QIC (F) 15 and paragraph 3 of [2024] QIC (F) 16), with the Statement of Claim containing allegations which are "convoluted, wide ranging and often very difficult to understand…" (paragraph 3 of [2024] QIC (F) 3). By way of illustration, the Statement of Claim is 49 pages long and had 26 exhibits annexed to it. The subject matter was inherently complex. There was also a Reply to the jurisdiction application and the Statement of Claim was amended. A Defendant must, properly to conduct the litigation, read all of the material filed and served by the other party, understand that material and then formulate responses. This case, in my view, would have taken a professional lawyer some time to parse, understand, and respond; clearly – as conceded by the Claimant – this will take a litigant-in-person much more time to do.*

26. I also agree with the general thrust of the 6th Defendant's comments concerning the conduct of the Claimant. This is now, by my calculation, a remarkable 11th judgment in these proceedings, all since April 2024, and as mentioned in other costs judgments, there will be more to follow. As things stand, five of the eight original Defendants have

had the cases against them dismissed, and there have been multiple "*entirely without merit*" declarations by the Court within this very case. The 6th Defendant has described the Claimant's pre-litigation conduct as a "*voluminous litigation history [that] surpasses any other litigant's record in the Court's annals*" and that this displays a "*propensity towards legal confrontation rather than alternative dispute resolution*". The 6th Defendant submits that the Court's characterisation of the case against the 8th Defendant as "*pointless*" underscores "*a failure to assess the viability of claims before initiating legal action*". The 6th Defendant also submits that he sought to avoid litigation. The Claimant refutes this position. There is a WhatsApp exchange between the Claimant and the 6th Defendant on 20 November 2023 which is worth reproducing:

> 6th Defendant: *OK so what do u want? What r u suing me for? Because if u sue u understand I have (sic) the right to ask for damages right?*
>
> Claimant: *don't worry*
>
> 6th Defendant: *if you feel u have a case go for it. But just understand that ull have to repay damages if you lose.*
>
> …
>
> Claimant: *don't worry about it*

27. There is also an email exchange between the two parties dated 6 January 2024 during which the 6th Defendant indicated that he wished to revolve the matter amicably. As I noted in *Amberberg Limited v Prime Financial Solutions LLC and others* [2024] QIC (C) 11 (see paragraph 37), the Claimant's attitude appears glib. I find that the Claimant has shown little interest in avoiding litigation other than making an unrealistic offer to the 6th Defendant (see below).

Hourly rate

28. This is perhaps the most contentious aspect of this costs claim. The first stop must be this Court's precedent on this issue. It is worth reproducing the relevant passages of *Dominik Wernikowski v CHM Global LLC* (at paragraphs 13 and 14):

> *In the absence of a provision akin to CPR 46.5, this is a more difficult question to answer. I agree with the Defendant that it would be inappropriate to base the hourly rates on those of a rig mover or offshore marine consultant. It will rarely be appropriate to take the hourly rates of the occupation of the*

litigant in person concerned as the basis for calculation. Such rates would vary considerably depending upon the occupation of the litigant in person involved. Moreover, in the ordinary course of events, one would expect that the litigant in person would be working on his or her case in their own time and would not be taking unpaid leave from employment in order to do so. In such circumstances, there is no logical reason to use the person's professional hourly rate as the basis for the award of costs (though noting that different considerations apply where the litigant in person also happens to be a professional law firm - see Pinsent Masons LLP (QFC Branch) v Al Qamra Holding Group [2019] QIC (C) 1). For the same reason, it is also not appropriate to take the Claimant's hourly rate whilst in the employ of the Defendant as the basis for the calculation. It would also not be appropriate, for perhaps obvious reasons, to equate the litigant in person's hourly rate with that of the professional lawyer.

In order to ensure consistency of approach in such cases, it seems to me essential that, in circumstances where the litigant in person cannot prove financial loss, there is a set hourly rate which the Court can use as a basis for calculating the award. This could be achieved either through an amendment to the Rules or through the issue, by the President of the Court, of a Practice Direction which addresses the matter. In the absence of either, I have given some consideration as to the nature of the claims which have been filed with the Court over the years as well as the business and economic environment of the Qatar Financial Centre and the Qatar Free Zones including those who work and do business there i.e. the principal users of the Court. I have also considered, by analogy, the position in England and Wales whilst at the same time recognising that that is a jurisdiction which, among other things, has a set of procedural rules and complexities involving the financing of litigation and recovery of costs which simply does not exist within the procedural framework that governs cases before the Court. Having considered those matters, I have come to the conclusion that a fair hourly rate to compensate a litigant in person, who cannot otherwise prove financial loss, is QAR 100.00 per hour (which is about USD 27.00 per hour).

29. The 6th Defendant's arguments – set out in detail at paragraphs 65 to 75 of his submissions of 22 April 2024 – are essentially as follows: the QAR 100/hour rate in *Dominik Wernikowski v CHM Global LLC* is not a codified rule and is determined on a case-by-case basis; where the litigant-in-person is "employed" by a law firm their internal rate can be considered and this acknowledges that ability of that professional effectively to represent themselves; and in setting his own hourly rate at $500, there are two primary considerations, namely (i) his professional background, and (ii) the financial losses that he has incurred due to this case (he goes on to explain his significant professional experience in compliance, and also that he has suffered losses both in terms of his attention being necessarily diverted away from his work due to this case and also in relation to a business that has suffered as a direct result of this case).

30. I clearly understand the points that the 6th Defendant is making, and it is apparent that he is a highly skilled and diligent professional. That said, I am compelled to disagree with his interpretation of *Wernikowski v CHM Global LLC*. The point being made in that case is where a law firm is itself the litigant, it is able to recoup costs at its hourly rates subject to the reasonableness test (see for example: *Eversheds Sutherland (International) LLP v Harinsa Contracting Company (Qatar) WLL* [2024] QIC (C) 5 or *Whitepencil LLC v Ahmed Barakat* [2024] QIC (C) 3). He is correct that this case is not binding upon me, rather it is persuasive. However, I do not see any reason in this particular case not to follow that line of authority which is well-established. It is important to note again the purpose of this particular principle as explained in paragraph 13 of *Wernikowski v CHM Global LLC* (produced above): it provides certainty for all litigating parties by preventing each litigant-in-person from arguing that due to their own particular skills and qualifications, they ought to be allowed a particular hourly rate. It is difficult to see a realistic and principled basis upon which this can be done.

Individual items

31. The 6th Defendant has claimed 40 hours for a review of the Claim Form and its exhibits. The Statement of Claim runs to 49 pages and the exhibits to hundreds of pages. It is a complex document which makes complicated legal arguments that are difficult to follow. This would have taken a professional lawyer significant time to read and digest. I award 35 hours for a total of **QAR 3,500**.

32. For the preparation and filing of the application notice on jurisdiction, the 6th Claimant has claimed 24 hours. Although the application is relatively brief, it would have required research and some thought, including on the law relating to jurisdiction and previous caselaw of the Court. I allow 16 hours for this task for a total of **QAR 1,600**. This includes a reduction for the service issue that is raised that was subsequently abandoned by the 6th Defendant.

33. The Claimant's response was lengthy and, whilst it did cover the service issue, which was subsequently abandoned, the jurisdiction points would have required some thought, particularly as it reviewed the legal basis upon which each party was included in

proceedings. The 6th Defendant claimed 6 hours. I allow 4 hours for a total of **QAR 400**.

34. The 6th Defendant claims 75 hours for responding to the Claimant's reply. This was a lengthy and comprehensive document that certainly would have taken significant time to compile. However, a number of those pages of the document concern the service point that the 6th Defendant ultimately abandoned, and those pages comprise a significant chunk of the document overall. This warrants a commensurate reduction. The response also contained a significant number of exhibits. Taking a step back and looking at the matter in the round, I am of the view that a reasonable amount of time for the production of this document along with preparing the exhibits is 25 hours for a total of **QAR 2,500**.

35. The 6th Defendant claims 12 hours to produce a skeleton argument on jurisdiction. This document is dated 22 January 2024. It necessarily cites a number of authorities, and addresses a number of the arguments put forward by the Claimant in its own materials. I will allow 10 hours for this for a total of **QAR 1,000**.

36. The 6th Defendant also claims 2 hours to review the Claimant's Amended Statement of Claim which includes considering points as to article 9.1.4 of the Court's Regulations and Procedural Rules. I allow 2 hours for this item as reasonable for a total of **QAR 200**.

37. The time claimed for the 6th Defendant to respond to the Amended Statement of Claim is 72 hours. This response also required analysis of *Manwara Begum v Gulf Insurance Group BSC* [2023] QIC (F) 34 as directed by the Court. It also annexed 16 exhibits. My view is that this is a detailed and helpful document which addresses the key points that it ought to have done. It is effectively a full pleading. I will allow 25 hours for this pleading for a total of **QAR 2,500**.

38. The 6th Defendant claims 16 hours for the preparation of the hearing skeleton argument and inputting into the eBundles (although the 8th Defendant took the lead in preparing the eBundles). The skeleton argument is detailed and cross-references to various

documentation; 16 hours seems reasonable to me for this item, and I award it in full for a total of **QAR 1,600**.

39. The 6th Defendant claims 6 hours for preparation for the hearing on 17 March 2024. This was an important hearing and 6 hours in my view is clearly reasonable. I award this in full, along with the 3 hours for the hearing itself, for a total of **QAR 900**.

40. This costs assessment process has been lengthy. The 6th Defendant submitted a comprehensive and well-written document, with a number of exhibits. He has clearly taken the litigation seriously and has sought to argue his position persuasively. I am of the view that 14 hours is clearly reasonable for the amount of work that has necessarily gone into this submission and award it in full for a total of **QAR 1,400**. The 6th Defendant also claims some 2 hours for responding to the Claimant's post-hearing submissions. The Claimant's submission contained serious allegations, three exhibits, and also sought sanctions against the 6th Defendant. Although the 6th Defendant exceeded the page limit for this, I award that in full for a total of **QAR 200** given the content of the Claimant's document. The 6th Defendant also seeks 8 hours for the Reply submission. The Claimant's response made many points which did indeed require a response. The 6th Defendant provided a full Reply which was useful and detailed. I will award 6 hours for a total of **QAR 600**.

41. I therefore have arrived at a preliminary figure of **QAR 17,400**.

Hammad Shawabkeh v Daman Health Insurance Qatar LLC

42. I am satisfied that each individual item above is reasonable, and now I must take a step back and look at the figure in the round.

43. As to conduct, I have described the Claimant's approach in relation to the 8th Defendant as "*maximalist*" (see paragraph 27 of *Amberberg Limited v Prime Financial Solutions LLC and others* [2024] QIC (C) 11). That description that aptly be used to describe the Claimant's latter conduct during this costs assessment process: the submission is as a punishment for the 6th Defendant, no costs should be awarded. This is completely unrealistic. I also find – for the reasons set out above – that the Claimant was not seriously engaging in diverting this matter away from litigation. The WhatsApp

responses from the Claimant as provided by the 6th Defendant and as reproduced above are glib and lack seriousness. The Claimant's approach to settlement negotiations was unfortunate and aggressive. In February 2024, there was an exchange between the two parties where the Claimant – as a condition for settlement – required the 6th Defendant to pay to the Claimant the sum of QAR 50,000 and also to withdraw his jurisdictional challenge. The alternative posited by the Claimant was that the 6th Defendant would be faced with paying multiple times of QAR 50,000. The result here – a dismissal for lack of jurisdiction coupled with a costs order in favour of the 6th Defendant – has demonstrated that the 6th Defendant was completely correct in rejecting this unrealistic offer. The 6th Defendant has characterised this offer as "*an intimidation tactic*" designed to "*coerce*" him into relinquishing his legal rights or facing crippling legal costs. Given the result, it is difficult to disagree with the 6th Defendant. The 6th Defendant has been completely successful in his case.

44. I am also sure that QAR 17,400 is entirely proportionate. First, this was a claim for unquantified damages. The Claimant itself noted that should it be successful, the 6th Defendant would be paying multiples of QAR 50,000. Set alongside this figure, the QAR 17,400 is proportionate. The matter was clearly important to the 6th Defendant who not only might have faced paying significant sums of money, but who also has a professional reputation to maintain. I have already found in [2024] QIC (F) 10 and 11 that this case was complex: it would have been difficult to a litigant-in-person to navigate. I repeat what I said at paragraph 15 of the former:

> *The claim brought against the eight Defendants is, in my view, a complex claim. The case has already generated seven judgments (this will be the eighth judgment and there will be several more to follow). It has been described by the Court as "complicated" (see paragraph 2 of [2024] QIC (F) 15 and paragraph 3 of [2024] QIC (F) 16), with the Statement of Claim containing allegations which are "convoluted, wide ranging and often very difficult to understand…" (paragraph 3 of [2024] QIC (F) 3). By way of illustration, the Statement of Claim is 49 pages long and had 26 exhibits annexed to it. The subject matter was inherently complex. There was also a Reply to the jurisdiction application and the Statement of Claim was amended. A Defendant must, properly to conduct the litigation, read all of the material filed and served by the other party, understand that material and then formulate responses. This case, in my view, would have taken a professional lawyer some time to parse, understand, and respond; clearly – as conceded by the Claimant – this will take a litigant-in-person much more time to do.*

45. A final note as to the award to the 5th Defendant ([2024] QIC (C) 10): the 6th Defendant conducted his case in a completely different manner. This was quite proper. A comparison in this matter would not have been useful and I am satisfied that the time and sum that I have awarded is proportionate and reasonable overall. I also award the 6th Defendant disbursements of $250 as reasonable expenditures during the course of the litigation, namely important company information concerning Amberberg Limited which might have had significant implications on costs (this is QAR 910).

46. The Claimant must pay to the 6th Defendant the sum of **QAR 18,310** within 7 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 its Authorised Representative for the substantive proceedings and was represented by Eversheds Sutherland (International) LLP (Doha, Qatar) for the costs proceedings, save for the costs hearing and subsequent submissions.

The 6th Defendant was self-represented.

DIGITALLY SIGNED
AND VERIFIED
موقّع رقمياً ومعتمد