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) 41

IN THE QATAR FINANCIAL CENTRE

CIVIL AND COMMERCIAL COURT

FIRST INSTANCE CIRCUIT

Date: 17 September 2024

CASE NO: CTFIC0031/2024

SYED YAWER ALI SAYED

Claimant

V

MEINHARDT (SINGAPORE) PTE LIMITED

1st Defendant

MEINHARDT BIM STUIDOS LLC

2nd Defendant

JUDGMENT

Before:

Justice George Arestis

Justice Fritz Brand

Justice Helen Mountfield KC

Order

1. The Second Defendant, Meinhardt BIM Studios LLC, is to pay the Claimant the sum of QAR 30,000 together with interest on this amount calculated at the rate of 5 % per annum from 31 March 2022 until the date of payment, being QAR 3,830.52 as at the date of this order, and continuing at QAR 4.11 per day thereafter until payment.

2. The Second Defendant shall also pay interest at the rate of 5% per annum on every other aspect of the remuneration which was outstanding at the date of termination of his employment, 31 March 2022, until payment. The Claimant shall have 14 days to provide the Registrar with a schedule of the date(s) on which principal sums were paid, and the Registrar shall thereafter issue a further order setting out the sums due by way of interest.

3. To the extent that any reasonable costs were incurred by the Claimant in pursuing this claim, he is entitled to recover those costs from the Second Defendant, such costs to be assessed by the Registrar if not agreed.

Judgment

1. This is another claim against Meinhardt BIM Studios LLC, a Defendant against whom many successful claims have been brought in this jurisdiction, by one of its former employees for arrears of remuneration. The Claimant is Mr Syed Yawar Ali Sayed, a citizen of the Republic of India. The Second Defendant is a company incorporated and licenced in the Qatar Financial Centre ('**QFC**'). In the Claim Form, filed by the Claimant in person, another company, Meinhardt (Singapore) Pte Ltd, a company established in Singapore, is cited as the First Defendant.

2. The papers show that the Claimant was originally employed by the First Defendant. He entered into a written contract of employment (the '**Contract**') with the First Defendant on 1 November 2018 which provided that he would be employed by the Qatar branch

of that company (the Second Defendant). The Second Defendant was then incorporated and listed in the QFC on 9 August 2019. Thus, it appears that the Contract was novated and taken over by the Second Defendant with effect from 9 August 2019, and that thereafter the Contract clearly continued to persist between the Claimant and the Second Defendant. It follows that in law, the First Defendant fell out of the picture and that the Claimant's claim under the Contract is against the Second Defendant only. Hence, that company shall henceforth be referred to as the '**Defendant**'.

3. The Claimant lodged a claim with this Court seeking unpaid wages and other remuneration, and because of the sum and 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**'). In accordance with this Practice Direction, we have decided to determine the case on the basis of the written material before us and without hearing oral evidence. We are satisfied that the Defendant has been duly notified about the claim and served with the relevant material before us. Despite such service, the Defendant has entered no appearance or submissions. Accordingly, the allegations in the Claim Form stand uncontroverted, and we accept the facts stated by the Claimant.

4. In accordance with the allegations in the Claim Form, the Claimant started his Contract on 1 November 2018, and it was transferred from the First to the Second Defendant on 9 August 2019. The Contract was duly terminated on 31 March 2022, about which no complaint is made. At the date of termination, an amount of QAR 117,879 was admittedly owing to the Claimant by way of arrears of salary and other benefits, and on 31 May 2023, when QAR 90,000 was still outstanding, the Defendant wrote to the Claimant to say that this would be paid as soon as funds allowed. Subsequently, further payments were made by the Defendant to the Claimant, leaving a balance of QAR 30,000, as reflected by an acknowledgment signed on behalf of the Defendant. Despite this acknowledgment and subsequent demands for payment, this amount remains unpaid.

5. On the face of it, the Defendant has no answer to the claim. Given that it admitted that the sums were due, and that we have seen a number of claims against it, this Defendant plainly uses the delays associated with debt collection through court proceedings to gain the advantage of what amounts to an interest free loan at the expense of causing

financial prejudice, inconvenience and distress to its former employees. Of concern is that this strategy by the Defendant seems to have become a matter of course, as appears from the number of similar cases this Court has dealt with recently (this would be judgment 15 and Claimant 19 in this type of case since the middle of 2022). This is regrettable and cannot be allowed to continue. Accordingly, we consider that the Claimant's losses are not simply the outstanding sum due, but also the interest which he could have accrued for himself on the principal sums due had they been paid on the date of termination (instead of the Defendant itself enjoying the benefit of what in effect amounts to free credit on those principal sums).

6. For these reasons, we award judgment not only in the sum of the QAR 30,000 which remains outstanding, together with interest on this amount, calculated at the rate of 5% per annum from the 31 March 2022 to date of this judgment (which amounts to QAR 3,830.52), and continuing until date of payment (at QAR 4.11 per day), but also interest at 5% on salary which ought to have been paid on the date of termination.

7. This starts as 5% of the entire sum outstanding as at the date of termination – i.e. interest at 5% per annum on the entire principal sum of QAR 117,877 from 31 March 2022, which is QAR 16.15 per day until further sums were paid to diminish the outstanding principal sum due. Otherwise, we are not properly compensating the Claimant for his losses arising from the Defendant's breach of his contract of employment.

8. The Court does not currently have sufficient information to make the interest calculations as between 31 March 2022 and the last payment made on 31 May 2023, at the rate of 5% per annum on the sums outstanding until payment. It will give the Claimant 14 days to provide a schedule of the outstanding principal sums from date of termination (31 March 2022) to the date of claim, and if he does so, thereafter the Registrar will calculate the interest due and draw up a further order accordingly as to the sums due.

9. The Defendant must also pay the reasonable costs incurred, if any, by the Claimant in bringing this claim.

By the Court,

[signed]

Justice Helen Mountfield KC

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.

DIGITALLY SIGNED AND VERIFIED
موقّع رقمياً ومعتمد