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: [2025] QIC (F) 5

IN THE QATAR FINANCIAL CENTRE

CIVIL AND COMMERCIAL COURT

FIRST INSTANCE CIRCUIT

Date: 16 January 2025

CASE NO: CTFIC0058/2024

MUHAMMAD NOUMAN

Claimant

v

MEINHARDT BIM STUDIOS LLC

Defendant

JUDGMENT

Before:

Justice Fritz Brand

Order

1. The Defendant, Meinhardt BIM Studios LLC, is to pay the Claimant the sum of QAR 20,790.91 forthwith, together with interest on this amount at the rate of 5% per annum, calculated from 15 October 2022 until the date of actual payment.

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

Judgment

1. This is another claim against the Defendant, Meinhardt BIM Studios LLC, brought by one of its former employees for arrears of remuneration. The Claimant is Mr Muhammad Nouman, a citizen of Pakistan. The Defendant is an entity established in the Qatar Financial Centre ('**QFC**'). Hence, this Court has jurisdiction to determine the dispute, in that it arises from an agreement between a QFC entity and one of its former employees.

2. Due to 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, I have decided to determine the case based on the written materials before me, without hearing oral evidence or argument. I am satisfied that the Defendant has been duly notified of the claim and served with the relevant materials before me. Despite such service, the Defendant has failed to enter an appearance or file any response to the claim. Accordingly, the allegations in the Claim Form stand uncontroverted.

3. According to the allegations in the Claim Form, the Claimant started his employment with the Defendant on 10 January 2021 under a written contract between the parties (the '**Contract**'). In the event, the Contract was duly terminated on 30 November 2022. At the date of termination, the Claimant was owed an amount of QAR 65,626.50 by way of arrears of salary payments and other benefits. Subsequently, payments were made by the Defendant on 30 May 2023 and 15 October 2023, leaving a balance of QAR 20,790.91 in arrears. Despite the Defendant's acknowledgment of liability and

numerous subsequent demands for payment by the Claimant, this amount remains unpaid.

4. As was said by this Court in a similar case against the Defendant, *Syed Yawer Ali Sayed v Meinhardt (Singapore) Pte Limited and Meinhardt BIM Studios LLC* [2024] QIC (F) 41, at paragraph 5:

> *On the face of it, the Defendant has no answer to the claim…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…*

5. In consequence, interest was awarded in that case at the rate of 5% per annum so as to compensate the Claimant for the use of money owing to him of which he has been deprived. In these circumstances, I propose make the same award of interest in this case, with interest to be calculated from 15 October 2023, that is, the date of the Defendant's last payment.

6. For these reasons, judgment is awarded in the sum of QAR 20,790.91 together with interest on this amount, calculated at the rate of 5% per annum from 15 October 2023 until the date of payment. The Defendant must also pay the reasonable costs incurred, if any, by the Claimant in bringing this claim.

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 did not appear and was not represented.

DIGITALLY SIGNED
AND VERIFIED
موقّع رقمياً ومعتمد