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) 13

IN THE QATAR FINANCIAL CENTRE

CIVIL AND COMMERCIAL COURT

FIRST INSTANCE CIRCUIT

Date: 23 February 2025

CASE NO: CTFIC0004/2025

AKHIL BALAKKRISHNAN THARIPPAYIL

Claimant

v

GINGER CAMEL LLC

Defendant

JUDGMENT

Before:

Justice Helen Mountfield KC

Order

1. The Defendant, Ginger Camel LLC, must pay the Claimant the following sums within 7 days:

    i. The sum of QAR 70,850.

    ii. Interest calculated at the judgment rate of 5%, namely QAR 9.71 per day until payment.

2. The Claimant is entitled to any legal costs or expenses he may have incurred in connection with enforcing this claim, to be assessed by the Registrar if not agreed.

Judgment

Introduction

1. The Defendant is Ginger Camel LLC, represented by its Chief Executive Officer Stefan Lindberg-Jones. The Claimant is a former employee of the Defendant and is self-represented.

2. In some of the text prepared by the Claimant, he has described the claim as being against Mr Lindberg-Jones personally, but it is clear from the employment contract (the '**Employment Contract**') and the compromise agreement upon which he sues (the '**Compromise Agreement**') that the counterparty to these agreements was Ginger Camel LLC, which is named as the Defendant in the title to the proceedings. I proceed on the basis that this is a claim against that Defendant.

3. The claim is, in effect, for breach of the Compromise Agreement. The Compromise Agreement is as described below.

4. The claim stems from an alleged breach of the Employment Contract relating to non-payment of salary, which formed the basis of an earlier claim before this Court, and which was resolved with an agreement to pay the Claimant the entire outstanding

amount in instalments. It cannot therefore be disputed that the underlying salary sums did fall due and should have been paid.

5. There is no dispute that the claim falls within the jurisdiction of the Court under article 8 of Law No. 7 of 2005 (the '**QFC Law**'), and indeed under the terms of the Compromise Agreement which forms the basis for this claim.

6. The claim was issued by the Registry on behalf of the Court under article 17.2 of the Court's Regulations and Procedural Rules (the '**Rules**') and allocated to the Small Claims Track of the First Instance Circuit under Practice Direction No. 1 of 2022 (the '**Practice Direction**'). The claim was validly served on the Defendant and acknowledged by the Defendant, which served a Defence. The Claimant issued a Reply. Seven days were allowed after service of the Reply for the service of any further evidence, but none was received. Thus, I determined the claim on the basis of the documents before me as a Single Judge.

7. The Claimant was employed by the Defendant, but the Employment Contract came to an end (it seems when the Defendant fell into financial difficulties) with significant sums by way of contractual salary entitlement left unpaid. The Claimant sued (CTFIC 0045/2024) to recover his unpaid salary in a debt action. However, that claim was settled outside Court on the basis (pursuant to the Compromise Agreement) that the Defendant would pay the Claimant's outstanding total salary by means of an initial payment and thereafter by periodic instalments until discharge of the debt. The initial payment was to be QAR 15,000 followed by twelve consecutive periodic payments of QAR 5,904, starting from 31 December 2024 and ending on 30 November 2025.

8. However, neither the initial payment nor the first periodic payment was received on its due date or at all. In relation to the first instalment, Mr Lindberg-Jones wrote to the Claimant on 1 December 2024 thanking him for his patience and saying that after 13 December 2024 "*we will proceed with the transfers to your individual account to settle as agreed your outstanding salary*". On 2 December 2024, the Claimant wrote seeking an assurance that the payment would come through on that date. It did not. There is in the evidence before me in the form of screenshots of (undated) messages from the Claimant to the Chief Executive Officer of the Defendant seeking payments, but the

Claimant says in his claim (and it is not disputed) that payments have not been made in accordance with the schedule to the Compromise Agreement. I also have before an undated email (but clearly, from context, issued before the claim was lodged) informing the Defendant that the Claimant had initiated new legal proceedings for his outstanding salary and contractual matters related to his previous employment with the Defendant. He said that "*Although an agreement was previously reached to resolve these issues, the terms of that agreement have been breached, prompting my decision to reopen the case*" (which he said had not been an easy one).

9. On 9 January 2025, the Claimant issued a claim for judgment in the full outstanding sum of QAR 70,850.

10. The Defendant issued a Defence on 21 January 2025, which explained "*significant challenges*" faced by the Defendant. It admitted and acknowledged the delays in payment and the fact of enquiries but denied that there had been no responses to these and said that there had been good faith efforts to resolve payment delays amidst operational challenges.

11. On 23 January 2025, the Claimant served a Reply disagreeing with the Defendant's assertion that it had adequately communicated its operational challenges and emphasising that the claim arose from non-payment of salary to which he was entitled, in breach of clause 6 of his Employment Contract. He sought judgment mandating the payment of the full amount owed under the Employment Contract.

12. No further materials were lodged by either party within the seven-day period after the Reply allowed for in paragraph 8(d) of the Practice Direction.

13. I am satisfied that the Defendant failed to make two successive scheduled payments and was notified of this by the Claimant but failed to make good these defaults within seven days of the date of the second payment due on 31 December 2024. Given the breach of the terms of the Compromise Agreement, the Claimant had the right to pursue legal remedies, including filing a claim for the full outstanding balance and all legal fees and associated expenses in the case of legal action arising from its default.

14. The Defendant is in breach of the Compromise Agreement reached on 3 November 2024. In accordance with clause 5B of the Compromise Agreement, the Claimant is entitled to sue and claim immediate payment of all his outstanding salary (non-payment of which is admitted) in the sum of QAR 70,850, together with interest at the judgment rate of 5%, amounting to QAR 9.71 per day from the date of this judgment until payment. If the Claimant has incurred any legal fees or associated costs in connection with this default, he is entitled to these under clause 5 of the Compromise Agreement.

15. The context of financial and operational complications is not relevant to the Court's assessment of the Claimant's legal entitlement to immediate payment of his full outstanding salary.

Conclusion and additional matters

16. For the reasons set out above, I award the Claimant the sum he seeks in full, to be paid within seven days of the date of this judgment, together with interest assessed on the basis specified above.

17. This judgment is reached on the basis of a breach by the Defendant of a Compromise Agreement which entitled the Claimant to set aside the schedule for late payment of salary in monthly instalments, and to demand payment of the full outstanding sum immediately. The Claimant is also entitled to interest and (if he has incurred any) legal costs to be assessed by the Registrar if not agreed.

18. Since I have found a breach of the Compromise Agreement entitling the Claimant to immediate payment of the full outstanding sum in pursuance of the default provisions of the Compromise Agreement, and as damages for breach of it, I did not find it necessary to address the Claimant's alternative request to re-open the earlier case which had been settled (or stayed) on the basis of the Compromise Agreement.

19. There were also references to negligence claims, which were not substantiated, and requests for a travel ban on Mr Lindberg-Jones until the judgment debt was reached – this is not a matter that can be decided without enforcement proceedings. Nor can the Court advise on future questions relating to potential insolvency.

20. However, given the Claimant's concerns – which appear to be acknowledged and indeed relied upon by the Defendant in its Defence – as to the Defendant's financial difficulties, I have set out a very short timetable for payment of the outstanding sum, in default of which the matter can be enforced.

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 self-represented.

DIGITALLY SIGNED AND VERIFIED
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