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) 11

IN THE QATAR FINANCIAL CENTRE

CIVIL AND COMMERCIAL COURT

FIRST INSTANCE CIRCUIT

Date: 23 February 2025

CASE NO: CTFIC0002/2025

MOHAMED NOWEIHI WANGSA

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 107,024.

    ii. Interest calculated at the judgment rate of 5%, namely QAR 14.66 per day until payment.

2. The Defendant's Counterclaim against the Claimant is dismissed.

3. 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 Compromise Agreement 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 issued 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, and his Employment Contract came to an end with significant sums by way of contractual salary entitlement left unpaid. The Claimant sued the Defendant to these proceedings in an earlier claim (CTFIC0044/2024) in order to recover his unpaid salary as a debt. The claim was settled by way of a Compromise Agreement (described as a 'service agreement') dated 3 November 2024, and according to which the Defendant agreed to an initial payment and thereafter payment of the remainder of the Claimant's salary by periodic instalments until discharge of the debt.

8. The initial payment was to be QAR 15,000 followed by sixteen consecutive periodic payments of QAR 6,689 starting on 31 December 2024 and ending on 31 March 2026.

9. However, the initial payment was not received on the agreed due date, despite correspondence on 1 December 2024 (when the payment was already late) in which the

Defendant assured the Claimant that the initial payment would be made on 13 December 2024. Thereafter, the first periodic payment was not received at all.

10. The Claimant wrote to the Defendant explaining why he had decided to sue.

11. On 9 January 2025, the Claimant issued a claim for judgment in what was said to be the full outstanding sum of QAR 107,024.

12. The Claim Form says that there was a mistake in processing and the "*initial payment*" was not received, and that the funds are now "*on hold*". However, the full sum sought in the claim is "*the full amount*" outstanding, which is expressed to be QAR 107,024. This implies that, in the end, the initial payment did come through at some point, since the Compromise Agreement had recorded an outstanding sum of QAR 122,024.

13. The Defendant issued a Defence on 21 January 2025. This acknowledged delays in payments, but said that these delays were caused primarily by the Claimant's actions which it was said had "*severely disrupted financial reconciliation and operational processes*". Specifically, it was said that the Claimant had retained a work laptop until 13 January 2025 and had deleted critical financial records. It was said that by withholding company property and deleting financial records, the Claimant was in breach of clause 16 of his Employment Contract and that this had directly contributed to delays in financial reconciliation and payment to employees, including himself. The Defence claimed that an irregular payment request in relation to the Claimant's end of service payment had been outside standard protocols and had resulted in the freezing of his account. The Defence sought "*acknowledgement*" of the financial and operational harm caused by the Claimant's breaches of contract and negligence and requested an adjustment to payment deadlines to reflect delays caused by the Claimant's actions. By way of counterclaim, the Defendant requested the Court to impose unspecified "*penalties*" on the Claimant for breaches of his contractual obligations and the unspecified harm caused to the Defendant.

14. On 22 January 2025, the Claimant issued a Reply, asserting that all company property, including intellectual property, was returned intact, with no data deleted or altered. However, the Defendant had breached clause 6 of the Employment Contract by failing

to pay the salary and had declined an invitation to deduct the value of the laptop from the unpaid salary. The Claimant submitted that he had asked for his unpaid salary to be paid to a third party on his behalf, as he was due to leave Qatar in early 2025. He put the Defendant to proof of any alleged operational and financial harm to the company.

15. 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. Thus, no proof was received to support any allegation of deletion of data or harm to the Defendant by delay in return of a company laptop. The Defendant therefore failed to make out its Counterclaim against the Claimant.

16. I am satisfied that the Defendant failed to make two successive scheduled payments in due time, 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 as was required by the Compromise Agreement. Given the breach of the terms of the Compromise Agreement, the Claimant had the right to pursue legal remedies provided for by the Compromise Agreement, 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.

17. 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 (the existence of which has not been challenged by the Defendant), which he has quantified at QAR 107,024, together with interest at the judgment rate of 5%, amounting to QAR 14.66 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.

Conclusion and additional matters

18. 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.

19. I dismiss the Defendant's unevidenced counterclaim against the Claimant relating to unspecified losses said to be incurred as a result of unproven deletion of data and late return of a laptop.

20. 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.

21. 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.

22. 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 a matter that requires enforcement proceedings. Nor can the Court advise on future questions relating to potential insolvency.

23. 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.