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) 18

IN THE QATAR FINANCIAL CENTRE

CIVIL AND COMMERCIAL COURT

FIRST INSTANCE CIRCUIT

Date: 18 March 2025

CASE NO: CTFIC0061/2024

NABILA KESRAOUI

Claimant

v

MBG CORPORATE SERVICES LLC

Defendant

JUDGMENT

Before:

Justice Fritz Brand

Order

1. The Defendant is to pay the Claimant the sum of QAR 4,868 forthwith.

2. There will be no order as to costs.

Judgment

Introduction

1. The Claimant, Nabila Kesraoui, is a French national who resides in the State of Qatar. The Defendant, MBG Corporate Services LLC, is an international corporate entity, established and licensed in the Qatar Financial Centre ('**QFC**') to render IT, tax and consultancy services. As the present dispute arises from an employment contract between an entity established in the QFC and its former employee, this Court has jurisdiction in terms of article 9.1.3 of its Regulations and Procedural Rules (the '**Rules**').

2. This matter was heard on the same day as the case referred to as *Claire Holloway v MGB Corporate Services LLC* (CTFIC0059/2024; the '**Holloway Case**') in which judgment will also be issued on the same day ([2025] QIC (F) 19). The Defendant in the two matters is the same, and at the hearings on 9 March 2025 the Defendant was represented by the same members of the law firm, International Law Chambers LLC. Although the claims in the two cases do not correspond in all respects, there are various similarities between the two. In those areas of similarity, I find it unnecessary to repeat the underlying reasons for the conclusions to which I have come. Instead, I propose to incorporate those parts of the judgment of the Holloway case by reference. Accordingly, I propose that this judgment be read in conjunction with that judgment.

3. The employment contract between the parties came into existence through a written offer, signed on behalf of Defendant, which was conveyed to the Claimant on 27 April 2024 and formally accepted and signed by her on 30 April 2024 (the '**Contract**'). In accordance with the terms of the Contract, the Claimant was employed by the Defendant in the position of Business Development Manager, in the department of Ms Holloway (the claimant in CTFIC0059/2024), with effect from 1 May 2024 at a total monthly salary (including various allowances) of QAR 12,000. The Contract had no

expiry date, but it provides for termination upon 30 days' notice by either party. It is common ground that, pursuant to this provision, the Contract was duly terminated by the Defendant with 30 days' notice on 15 December 2024, with effect from 15 January 2025. The Claimant received her notice of termination on the same day as Ms Holloway.

4. Following this notice of termination, the Claimant instituted her present claims against the Defendant about one week later, that is, on 22 December 2024. According to her Claim Form, the Clamant sought the following relief:

    i. Investigate the Defendant for violations of the QFC Employment Regulations.

    ii. Payment of the following amounts:

        a. Salary 1-15 December 2024: QAR 6,000.

        b. Salary for one month notice period 15 December - 15 January: QAR 12,000.

        c. Medical expenses: QAR 468.

        d. Unused leave pro-rated: QAR 6,539.46.

        e. Compensation for emotional damages: QAR 96,000.

        f. Damages for defamation: QAR 96,000.

5. Since it became apparent from the Defendant's response to these claims that the matter could not be decided on the papers, it was referred to an oral hearing. Following the exchange of pleadings and skeleton arguments, the oral hearing was conducted virtually on 9 March 2025. At the hearing, the Claimant appeared in person while the Defendant was represented by Mr Rahul Kumar and Ms Zeny Mendonca, both of the law firm of International Law Chambers LLC. While the Claimant testified in support of her own case, Ms Iti Goel, the Defendant's Director of Human Resources, and Mr

Sachin Jayachandran, the Defendant's Regional Head Business Development for Qatar, the UAE and India, were called to testify on behalf of the Defendant. Since the claim in paragraph 4(i) falls within the province of the Employment Standards Office, an investigation into the alleged contraventions of QFC Employment Regulations 2020 (the '**Regulations**') will only be considered where relevant to the monetary claims in paragraph 4(ii).

Claims for salary arrears and leave

6. At the hearing, it was common ground that the Claimant's claims referred to in paragraph 4(ii)(a) and 4(ii)(b), for her arrear salary between 1 December 2024 and 15 January 2025, had in the interim been paid by the Defendant. Moreover, it was admitted on behalf of the Defendant that, in principle, it is liable to remunerate the Claimant for her unused leave referred to in paragraph 4(ii)(d). What remains outstanding, so the Defendant says, is the settlement of the amount by agreement. In terms of article 25 of the Regulations, amounts due to the employee upon the end of service, including payments in lieu of accrued leave, are to be paid within 30 days of the date of termination. Since these proceedings were launched by the Claimant within that period, the outstanding leave payments were prematurely claimed. Absent any dispute in principle that the Defendant is liable for payment of leave not taken, it seems that no order of this Court is required to compel this payment.

7. From the papers it appears, however, that part of the outstanding leave payments claimed, in an aggregate amount of QAR 4,400, are represented by deductions made by the Defendant from the Claimant's leave as disciplinary measures, pursuant to the provisions of the Defendant's employment policy. For the reasons set out in paragraphs 6 to 10 of the Holloway judgment, I hold that the employment policy relied upon did not form part of the written agreement of employment; that, in consequence, these deductions were not authorised by the Contract; and that they were therefore made in contravention of article 27 of the Regulations. It follows that, in my view, the Claimant is entitled to payment of the amount of QAR 4,400 under this rubric.

Medical expenses

8. As appears from paragraph 4(ii)(b), the claim under this heading is for the amount of QAR 468. This claim is essentially based on the proposition that, in terms of article 48

of the Regulations, the Defendant was obliged to provide the Claimant with medical insurance, and because it had failed to do so, she was unable to recover the medical expenses that she incurred from the insurer. The Defendant does not deny that the Claimant incurred these expenses, nor does it deny that it did not provide the Claimant with medical insurance. Its answer to the claim is that, in terms of its employment policy, she was only entitled to reimbursement of these expenses upon submission of written proof that they have been incurred.

9. But I do not think this answer can be sustained. First, it suffers from the same flaw as the deductions claim, in that the policy relied upon by the Defendant does not form part of the Contract. Second, I do not think it can be an answer to the Defendant's clear failure to comply with article 48 of the Regulations. Logic dictates that if the Defendant had complied with the statutory obligation, the Claimant would have a claim directly against the insurer and the requirement imposed by the Defendant's policy would not arise. In consequence, I hold that the claim for medical expenses must be upheld.

Emotional damages

10. The claim under this rubric is for an amount of QAR 96,000 which is the equivalent, so the Claimant says, of eight months of her salary. It is difficult to understand why the quantum of this claim was calculated in this way, in that there appears to be no logical relationship between emotional damages, on the one hand, and any period of her monthly salary, on the other. But this does not detract from the real question as to whether an award of emotional or moral damages would be justified in this case.

11. In support of its contention that such an award would not be justified, the Defendant relied on authorities from various jurisdictions, including the Supreme Court of Texas, the Courts of England and Wales, and the Supreme Court of the United Kingdom. But, as was warned against in earlier judgments of this Court, the direct transplant of principles established in other jurisdictions onto the law of the QFC should be embarked upon with circumspection. This is particularly so in an area of the law where the approach to general damages claims resulting from breach of contract in different jurisdictions are widely varied.

12. Fortunately, the Appellate Division of this Court has spoken. It did so in *Khadija Al-Marhoon v Ooredoo Group Company* [2023] QIC (A) 5 (paragraphs 62 and 63) when it said:

> 62. *We agree that there are cases where moral damages should be awarded for injury to the feelings of a Claimant which goes beyond compensatory loss. In this Court, the issue will arise primarily in cases arising out of a breach of contract as the greatest number of disputes relate to contractual claims. We agree that in such cases moral damages for injury to the feelings of a Claimant can be awarded. However, considering the experience of other jurisdictions and in the absence of principles set out in law or regulation, it will be necessary for the Court in accordance with paragraphs 8 and 9 of Schedule 6 to the QFC Law (No. 7 of 2005) and article 11 of the QFC Civil and Commercial Court Regulations and Procedural Rules to delineate the applicable principles on a case-by-case basis. We consider that this should be done by having regard to conditions in Qatar and the position of the QFC and other bodies in Qatar as important international markets which set standards by seeking to give effect to international standards, as this Court explained at paragraphs 28-30 of its judgment in Prime Financial Solutions LLLC (Formerly International Financial Services (Qatar) LLC) v Qatar Financial Centre Employment Standards Office.*
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> *63. In our view, in determining whether an award of moral damages is to be made in a proportionate amount, regard must be had to the type of contract in issue and the conduct of the defendant. In an employment contract the standards set by the QFC Employment Regulations 2020 and the QFC Employment Standards Office require employers to treat employees in accordance with the employment agreement and the applicable regulations when an issue relating to dismissal arises, as Ooredoo's HR Policy makes clear; in principle, an award of moral damages can therefore be made in respect of an employment contract. However, as not every breach of an employment contract in dismissing an employee entail injured feelings which should be compensated by an award of moral damages; there must be something in the conduct of the defendant and in the degree of injury suffered by the claimant which merits such an award. In the present case, we do not consider that the nature of the conduct of Ooredoo was such that it should have been marked by an award of moral damages. As we have found, it acted in breach of the Employment Agreement by not following the procedure it had set and did not keep any record, but it did attempt to reach out to the Claimant who did not respond as her employment contract required. We do not therefore consider the circumstances were such that an award of moral damages for injured feelings was appropriate.*

13. The factual allegations advanced by the Claimant in support of this claim gave rise to detailed investigations that would otherwise be irrelevant. But, in the view that I hold regarding the outcome of this claim, I find it unnecessary to narrate these investigations in all their lengthy detail. Suffice it in my view to do so in broad outline only.

14. One of the Claimant's complaints against the Defendant's conduct which allegedly caused her great stress is that her monthly salary was consistently paid late. From the undisputed evidence of the Defendant, it appears however that, during the course of her employment, she received her salary for every month between the seventh and the tenth day of the following month.

15. The Claimant's case is that this is in conflict with article 26 of the Regulations which provides that an employee's salary must be paid "*at least monthly*". But the complaint clearly derives from the Claimant's misinterpretation of article 26, which is to the effect that an employee's salary must be paid during the month in which it was earned. That is not what the article says. On a proper interpretation of the article, the Defendant's practice was not in conflict with its provisions and the Claimant's objection is therefore misconceived. Her complaint that she was not provided with a written contract in compliance with article 17 of the Regulations is equally misplaced in that, in my view, the Defendant's written offer, which was accepted by the Claimant in writing, complies with the provisions of article 17.

16. Further conduct by the Defendant which, according to the Claimant, caused her to suffer emotional stress relies on the fact that, while she joined the Defendant on 28 April 2024, her transfer of sponsorship to the Defendant only became effective on 26 November 2024. It is understandable that this spell of uncertainty would cause the Claimant to suffer emotional stress. But, it appears from the evidence of Ms Goel that this was due to some administrative misunderstanding which the Defendant, despite its best efforts, failed to resolve until it eventually invoked the assistance of a third-party consultant who succeeded in doing so on 26 November 2024. In the light of this undisputed explanation, I am not persuaded that the Defendant can be blamed for the delay in the transfer of the Claimant's sponsorship.

17. The Claimant's further complaint is that she suffered emotional stress through the conduct of one of her co-employees, Ms Arti Aggarwal, which the Defendant failed to manage properly. On the evidence, it is plain that there was a serious conflict between the Claimant and Ms Aggarwal which resulted in constant workplace arguments, sometimes to the detriment of the Defendant's business. This led to reciprocal formal complaints between the two. According to Ms Goel, the Defendant's management

tried its best to resolve the conflict. In the process, counselling sessions were conducted with the two antagonists, both individually and jointly, but apparently the problem remained unresolved.

18. It goes without saying that this is not the forum to determine the conflict between the Claimant and Ms Aggarwal. Nor is it possible to decide whether one of them, and if so which one, is to blame for that conflict. What I have to decide is the validity of the complaint that the Defendant had not done enough to resolve the conflict and, in the light of Ms Goel's testimony, I am not persuaded that this is so.

19. Moreover, it appeared from the Claimant's evidence at the hearing, when she became quite emotional, that she was especially aggrieved by the fact that her employment was terminated by the Defendant while that of Ms Aggarwal was not. I understand that. But I find the grievance misdirected. It would have been valid if the Claimant's dismissal resulted from the conflict but, on the evidence, it was not. The Defendant's case is that the Claimant's employment was terminated because her performance did not meet the minimum targets expected of her.

20. Apart from these complaints, the Claimant raised various others in evidence and even in argument. It was almost as if she was trawling through her employment history to find more grievances resulting from alleged discrimination against her: unfair treatment, lack of support in her team, inconsistent responses to her requests for assistance, and the like. But in short, I am unpersuaded by this litany of complaints that it warrants an award for non-patrimonial damages. Perhaps the answer to these charges is, as was said in *Hatton v Sutherland* [2002] EWCA Civ. 76 at paragraph 9 per Hale LJ (as she then was), that:

> *[t]here is no such thing as a pressure-free job. Every job brings its own set of tasks, responsibilities and daily problems and the pressures that come with them are an unavoidable part of working life.*

And, if I may add, every job has its frustrations, and personality clashes with colleagues are not uncommon.

21. Not in her witness statement, but in her skeleton argument, the Claimant sought to introduce the further allegations that on 13 February 2025 she was hospitalised, "*being referred to psychiatric and psychologist doctors and has been prescribed antidepression medication (Cipralex) on 17 February 2025 by Rawdat Al Khail Health Center*." Since all this happened sometime after the termination of her employment, it underscored the impression that I gained from the Claimant's evidence, i.e. that her mental stress resulted mainly from her dismissal which she regarded as highly unfair, rather than by her experiences during the course of her employment with the Defendant. Because the Claimant's employment was terminated by notice in accordance with the terms of the Contract, as contemplated under article 23 of the Regulations, and not as a disciplinary matter in terms of article 24 of the Regulations, it goes without saying that her dismissal, which was lawful, cannot give rise to an award for general damages. For all these reasons, the claim for moral or emotional damages cannot succeed.

Damages for defamation

22. After the Defendant had filed its Statement of Defence, the Claimant amended her Statement of Claim by introducing a claim in damages for QAR 96,000 based on defamation. As the factual basis for the claim, she relies on the alleged "*baseless and defamatory statements made in these proceedings."* The quantum of the claim, so the Claimant explained in evidence, is calculated on the basis of her monthly salary of QAR 12,000 over the period of the eight months of her employment with the Defendant. This, incidentally, is the same basis upon which the Claimant calculated the amount of her claim for emotional damages. The logic of these calculations escapes me, because I can find no link between these claims for non-patrimonial damages and the salary that she earned. But be that as it may, in my view there are more fundamental reasons why the claim for defamation cannot be sustained.

23. It is recognised in all legal systems of which I am aware, that in certain circumstances the free flow of information is more important than the protection of a person's reputation; that in those circumstances it is in the public interest that the communication of defamatory statements should not be prevented or inhibited by the threat of defamation proceedings. When thus recognised, the occasion is described as privileged and the communication of a statement, albeit defamatory, is regarded as

lawful. One such privileged occasion recognised by all these systems relates to statements made in the course of legal proceedings.

24. Although I am not aware of any supporting authority in this jurisdiction, I have no reason to think that the underlying considerations of policy would not be the same. In consequence I hold that, as a matter of law, a defamatory statement made in the course of legal proceedings is protected and thus rendered lawful. Since the protection is not absolute – as in the case of parliamentary privilege – its protection is forfeited by the maker if it is made with improper motive or is irrelevant to the proceedings. But these exceptions are not relied upon by the Claimant. Nor are they established in evidence. For these reasons, I hold that the claim for damages based on defamation cannot be sustained.

Costs

25. As to the costs of these proceedings, I find that, although the Claimant had some success, it cannot be said that she was substantially successful in receiving what she claimed. In the circumstances I direct that there will be no order as to costs, with the effect that each party will have to pay her/its own costs.

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 was represented by Mr Rahul Kumar and Ms Zeny Mendonca of International Law Chambers LLC (Doha, Qatar).

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