



**In the name of His Highness Sheikh Tamim bin Hamad Al Thani,
Emir of the State of Qatar**

Neutral Citation: [2025] QIC (F) 21

**IN THE QATAR FINANCIAL CENTRE
CIVIL AND COMMERCIAL COURT
FIRST INSTANCE CIRCUIT**

Date: 13 April 2025

CASE NO: CTFIC0014/2025

UMRAZ MUBEEN

Claimant

v

ALLIED ENTERPRISES LLC

Defendant

JUDGMENT

Before:

Justice Fritz Brand

Order

1. The Defendant is to pay the sum of QAR 8,758 to the Claimant forthwith.
2. The Claimant is directed to send the Defendant's two company laptops to the Defendant's address in India at the Defendant's expense.
3. The Defendant is to pay any reasonable costs incurred by the Claimant in pursuing her claims, to be assessed by the Registrar, if not agreed upon between the parties.

Judgment

1. The Claimant, Ms Umraz Mubeen, is an Indian national who resided in Qatar while employed by the Defendant, but who has since returned to her country of origin. The Defendant, Allied Enterprises LLC, is an entity established in the Qatar Financial Centre ('QFC'). This Court has jurisdiction to determine the dispute between the parties by virtue of article 9.1.3 of the Court's Regulations and Procedural Rules (the '**Rules**'), in that it arises from an employment agreement between an entity established in the QFC and its former employee.
2. Because of the sum and the nature of the 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**'). After the claim was served on the Defendant, it filed a Defence and Counterclaim whereupon the Claimant filed a Reply. My overall approach, as informed by earlier judgments of this Court in matters of a similar kind, is that where cases have been allocated to the Small Claims Track, it is important that such cases be determined as quickly and efficiently as possible and that it is in keeping with the Practice Direction for the Court to go on to determine the claim, usually on the papers.
3. Accordingly, I have decided to determine the case based on the written material before me and without hearing oral evidence or argument. Inasmuch as there are factual disputes on the papers my approach is (i) to accept the Claimant's version insofar as it is admitted or not denied by the Defendant, and (ii) where the Claimant's version is denied, to accept the Defendant's version unless I am satisfied that it can safely be rejected on the papers.

4. Adopting this approach, it is common ground that the Claimant was employed by the Defendant, pursuant to a written contract of employment (the ‘**Contract**’), as a Talent Acquisition Manager from 23 January 2022 for an indefinite period, at a monthly salary, including benefits, of QAR 4,000. In August 2024, the Contract was however amended to allow the Claimant to work offshore at a monthly salary of QAR 2,800 for a period of six months from October 2024, after which period her position was to be reassessed.
5. On 13 January 2025, the Claimant resigned with 30 days’ notice, as provided for in the Contract, with effect from 13 February 2025. But, on 19 January 2025, she received a letter from the Defendant which read in relevant part:

This is in reference to the mutually signed and accepted offer letter between you and Allied Enterprises. We regret to inform you that you are terminated from your employment with immediate effect from 19 January 2025 under breach of contract, violation of work ethics.

These actions are inconsistent with the standards and values of Allied Enterprises which all employees are expected to uphold. Following a thorough investigation, it was concluded that your conduct breached company policies, and this behavior cannot be tolerated.

Please make sure to return the company laptop to complete the procedure. Please return by courier the laptop which is in your possession. We will share the address for the same. Courier charges incurred for the laptop will be reimbursed. Also, please remember to send the airway bill number and the invoice copy of the courier.

6. The Claimant’s case is that the purported termination by the Defendant was unlawful. Accordingly, she claims her salary for the one month’s notice period of QAR 2,800. In addition, she claims her outstanding salary for 19 days, amounting to QAR 1,773, for which she had not been paid, and her end of service gratuity in an amount of QAR 4,185.
7. In its Defence and Counterclaim, the Defendant denied that the termination of the Claimant’s employment was unlawful. As the factual basis for its denial, it pleaded the following:

Following her resignation, we received concerns from other offshore employees that she had encouraged and pressured them to resign and seek other employment. She also asked them to share their CVs, promising to help them find new jobs. Additionally, she told employees that the company did not deserve their hard work and suggested that they should all resign together and stop

delivering quality work. These actions were later reported to our Recruitment Head by the employees, as it negatively impacted their morale.

And that:

A thorough internal investigation was carried out, followed by personal discussions with each member of the recruitment team to gain a better understanding of the issue. It was confirmed that the claimant had imposed such an ideology on all team members. As a result of this behaviour, we decided to terminate the claimant for violating the code of conduct, effective immediately. We held a call with the claimant for clarification, during which she admitted to her actions and apologized. She ended the call by stating “see, I have done the mistake and I am accepting it, I am requesting and I am apologizing for that. Since you have already terminated me, whatever mistake I have done I have received the termination as compensation for it, there is nothing else that you can do apart from this.

8. In her Reply, the Claimant denied that there is any merit in the charges against her. She had no reason nor the opportunity, she said, to influence or pressure her colleagues to resign. Moreover, the Claimant denied that she was ever confronted with or even informed of these complaints against her prior to the termination of her employment by the Defendant without notice. Accordingly, she was not made aware of any investigation of charges against her before she was told that her employment had been summarily terminated.
9. By the nature of things, I am not in a position to determine the merits of the Defendant’s allegations of improper conduct against the Claimant. What I can say, however, is that even on the Defendant’s version, no proper disciplinary procedure had been followed. The Claimant’s case is that she was not even told about the complaints against her prior to the termination of her services. That much is confirmed, at least by implication, in the Defendant’s own version which I have quoted in terms.
10. The fact that the Claimant was never given an opportunity to explain before she was, as it were, convicted and sentenced, flies in the face of the Defendant’s allegations that “*a thorough investigation has been carried out.*” I say that because one of the most basic requirements of a proper investigation into alleged misconduct by an employee is to confront the employee with the complaints and to give him or her the opportunity to explain. In these circumstances, I hold that the Defendant’s purported termination of the Claimant’s services was unlawful. The corollary of this finding is that the Claimant

is entitled payment of QAR 2,800 representing her salary for the notice period of one month.

11. The basis for the Claimant's further claims for 19 days' salary and her end-of-service benefits is not clear from her Claim Form. But, on the other hand, the Defendant expressly admits that the Claimant is entitled to her salary for 19 days while her claim for end of service benefits is not denied. The Defendant's answer as to why these amounts had not yet been paid relies on the allegation that the Claimant had failed to return two laptops which is the property of the Defendant and that the payment of the amounts owing will be affected to the Claimant against the return of the laptops.
12. The Defendant's demand for the return of the laptops also constitutes the subject of its Counterclaim. In her Defence to the Counterclaim and her Reply, the Claimant admits that she is under an obligation to return the laptops. Her explanation for not having done so is essentially that there was some miscommunication as to the address to which the laptops should be delivered. Now that she had been told by the Defendant that the laptops must be returned to its address in India, she said, she formally tendered to do so without further delay. The Claimant denied however, that the Defendant was entitled to refuse payment of her outstanding salary and after end-of-service benefits until the laptops had been returned.
13. Article 25 of the QFC Employment Regulations 2020 provides that, "*an employer shall pay all outstanding wages and other fees owing to an employee within thirty (30) days after the employer or employee terminates the employment.*"
14. In accordance with my interpretation of this provision, I agree with the Claimant's contention that it leaves no room for the Defendant's answer that it was entitled to refuse payment of amounts admittedly due to the Claimant pending the return of its laptops. It follows, in my view, that the Claimant is also entitled to payment of the two further amounts of QAR 4,185 and QAR 1,773 that she claims. Regarding the Defendant's Counterclaim, the Claimant is directed to return the Defendant's laptops in accordance with her tender to do so.

15. As to the question of costs, I hold that, since the Claimant is clearly the successfully party, she is entitled to any reasonable costs incurred by her in pursuing her claims, to be assessed by the Registrar if not agreed upon between the parties.

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 self-represented.