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) 24

IN THE QATAR FINANCIAL CENTRE

CIVIL AND COMMERCIAL COURT

FIRST INSTANCE CIRCUIT

Date: 22 May 2025

CASE NO: CTFIC0042/2024

THALES QFZ LLC

Claimant

v

ALJABER ENGINEERING COMPANY W.L.L

Defendant

JUDGMENT

Before:

Justice Fritz Brand

Justice Ali Malek KC

Justice Dr Muna Al-Marzouqi

Order

1. The Defendant shall make an interim payment on account of the Claimant's costs in the sum of QAR 212,508.60, representing the minimum indisputably recoverable costs incurred as a direct result of the adjourned hearings of 11 February 2025 and 27 April 2025.

2. The payment referred to in paragraph 1 above shall be made on or before **16.00 on 22 May 2025** in accordance with paragraph 7.4 of the April Order (see paragraph 2 of the judgment below).

3. The final determination of the amount of costs payable by the Defendant shall be assessed or agreed in the usual manner at the conclusion of these proceedings, with credit given for the interim payment ordered herein.

Judgment

Background

1. This is the Court's ruling on its decision concerning the amount of a payment on account of costs. The order was made on 12 May 2025, with these reasons now provided.

2. The background is as follows. On 29 April 2025, the Court made an order (the '**April Order**') in the following terms (so far as is relevant):

> ***Costs***
>
> *6. The Defendant shall pay the Claimant's costs of and occasioned by the adjournment of 11 February 2025 and 27 April 2025 (the '**Adjournments**').*
>
> *7. The Defendant shall pay to the Claimant an interim sum on account of costs ordered in paragraph 6 above, to be determined and paid as follows:*
>
> *i. By **16.00 on 29 April 2025** the Claimant shall indicate the costs of and occasioned by the Adjournments, and the sum sought on account of costs.*
>
> *ii. By **16.00 on 4 May 2025** the Defendant shall provide comments on this request.*

iii. If the Defendant does not agree the level of the payment on account of costs, the Court shall determine the same on the papers as soon as possible after 4 May 2025.

*iv. By **16.00 on 22 May 2025** the Defendant shall pay into the Claimant's legal representatives' (Al Tamimi & Company) Qatari Riyal bank account, located in Qatar, (i) the sum sought pursuant to paragraph 7.1 above (if the Defendant does not object to that figure in accordance with paragraph 7.2 above); or (ii) the sum determined by the Court pursuant to paragraph 7.3 above.*

8. Save as provided for above, the costs determined in paragraph 6 shall be assessed at the conclusion of the litigation.

3. On 29 April 2025, the Claimant set out an indication of "*the Claimant's minimum costs of and occasioned by the Adjournments, and the sum sought on account of costs*". The sum claimed in respect of the 11 February 2025 hearing amounted to QAR 229,905 and for the hearing of 27 April 2025, the sum was QAR 149,561. The Claimant sought 60% of this amount, totalling QAR 227,679.60. The sums related to the fees of the Claimant's lawyers (Al Tamimi & Company, and Counsel), as well as expenses.

4. On 4 May 2025, the Defendant replied indicating that it disagreed with the level of the payment on account of costs. The Defendant advanced the argument that the Court's order at paragraph 6 provided that the "*Defendant shall pay the Claimant's costs of and occasioned by the [the Adjournments]*." Accordingly, costs in respect of work that will be for the benefit of the Claimant at a subsequent hearing could not be recovered. Examples were given of the Defendant's concern that insufficient credit had been given for this work.

5. On 6 May 2025, the Claimant revised its costs claims to take account of the matters raised. In a table of costs, it set out its calculations:

	11 February Hearing (QAR)	**27 April Hearing (QAR)**
Al Tamimi Professional Fees	68,190	38,130
Al Tamimi costs (travel and accommodation)	4,496.91	N/A
Counsel Professional Fees	112,346.99	106,301.05

Counsel costs (travel and accommodation)	24,716.34	N/A

6. The sum sought was QAR 212,508.60. This was 60% of the total of the indicative amount claimed.

Legal framework

7. It is not in dispute that the Court has jurisdiction to make an order for a payment on account. The Court can therefore explain the position briefly.

8. The Court is able to grant interim measures under article 10 of the Court's Regulations and Procedural Rules (the '**Rules**'). The Court's powers were considered by this Court in the context of an application for security for costs in *Amberberg Limited v Prime Financial Solutions LLC and others* [2024] QIC (F) 23.

9. Article 10 of the Rules provides (as far as is material):

> *10.1 The Court has the power to take all steps that are necessary or expedient for the proper determination of a case.*
>
> *10.2 Without prejudice to the generality of article 10.1 above, the Court may:*
>
> > *10.2.1 make such orders as it considers appropriate in relation to the management of cases;*
> > *…….*
> >
> > *10.2.6 make orders as to the costs of proceedings, including assessing any costs on a summary basis.*
>
> *10.3 The Court may grant all such relief and make all such orders as may be appropriate and just, in accordance with the overriding objective as set out in Section 4 above.*
>
> *10.4 Without prejudice to the generality of article 11.3 above, the Court has the power to grant or order the following remedies:*
>
> > *10.4.1 an order that a party pay a sum of money;*
> > *…….*
> >
> > *10.4.10 an order that one party pay the costs of another*.

10. The Court also refers to two other provisions of the Rules. First, article 4 of the Rules, relating to the Overriding Objective:

4.1 The overriding objective of the Court is to deal with all cases justly.

4.2 The Court must seek to give effect to the overriding objective when it exercises its functions and powers given by the QFC Law, including under these Regulations and Procedural Rules and under QFC Regulations.

4.3 Dealing with all cases justly includes, so far as practicable:

4.3.1 ensuring that litigation before the Court takes place expeditiously and effectively, using appropriately no more resources of the Court and the parties than is necessary;

4.3.2 ensuring that the parties are on an equal footing;

4.3.3 dealing with the case in ways which are proportionate to the amount of money involved, to the importance of the case, to the complexity of the issues, facts and arguments, and to the financial position of each party;

4.4 It is the duty of the Court to deal with all cases in accordance with the overriding objective.

4.5 It is the duty of the parties to any case before the Court to assist the Court in determining that case in accordance with the overriding objective.

11. Second, article 33 (which provides so far as is relevant):

33.1 The Court shall make such order as it thinks fit in relation to the parties' costs of the proceedings.

33.2 The general rule shall be that the unsuccessful party pays the costs of the successful party. However, the Court can make a different order if it considers that the circumstances are appropriate.

12. When determining an application for a payment on account of costs, the Court considers the following factors:

i. The amount the Claimant (the receiving party) is likely to recover upon a detailed assessment.

ii. Ensuring that the sum ordered by way of an interim payment is conservative, representing a reasonable proportion of the total costs claimed.

iii. Minimising the risk that the receiving party will be required to repay any part of the interim payment should the final costs award be lower than anticipated.

iv. Avoiding undue prejudice to the receiving party due to delays in receiving costs.

v. The proportionality and reasonableness of the costs claimed, taking into account the complexity, length, and nature of the proceeding.

vi. The conduct of the paying party in the proceedings.

13. Determining the appropriate figure involves the Court's assessing the available materials and drawing upon its experience to identify a reasonable sum. The Court seeks to make an interim order that is balanced and fair, mindful that a detailed assessment remains outstanding.

14. The Claimant presented its case on the basis of seeking a payment of a minimum that would be recoverable. This is one way to look at finding the appropriate sum. But what the Court is seeking to do is to make a reasonable estimate of the likely level of costs that will be recovered. By its nature, this is an estimate, and a margin needs to be allowed for any error in the estimation.

15. In reaching the interim payment figure, the Court recognises certain protections for the paying party. First, a detailed assessment of costs will be carried out at the conclusion of the proceedings by the Registrar in the usual manner. Second, to account for the possibility that the costs ultimately awarded may be lower than the interim sum ordered, the Court applies an appropriate discount.

The amount

16. The only dispute between the parties is the amount of the interim payment. There is no doubt that the two hearings were adjourned due to circumstances that have nothing to do with the Claimant. As between the Claimant and the Defendant, the Defendant has to pay the costs. The Court considers that it is right that the sum on account of costs should be paid now. There is no reason why the Claimant should be substantially out of pocket for these costs or have to wait for a detailed assessment of all the costs.

17. The Court accepts the figures presented by the Claimant in the above correspondence for the following reasons:

i. First, the Court is satisfied that the Claimant has, in correspondence, responded to the concern expressed by the Defendant that there is no recovery of costs with respect to work for future proceedings. The Court sees no reason to consider that this will happen, or that the Claimant's account should be rejected, or that it is wrong.

ii. Second, as stated above, the Claimant has proposed an interim recovery of 60%, which the Court considers reasonable. In other circumstances, an interim payment of up to 70% might be appropriate.

iii. Third, the Court considers, based on its own experience, that the sums claimed are of a level that would be incurred in a case like the present. The Claimant has made a fair estimate.

Conclusion

18. These are the reasons for the Order of 12 May 2025.

19. The Court notes that the two adjournments have been wasteful and have caused prejudice to the Claimant. It has also caused prejudice to other Court users. The Court accepts that the first adjournment appears to relate to the conduct of the Defendant's previous lawyers (who have been replaced by a different firm), and the second adjournment relates to the unexpected detention of a witness. However, it is important that the case proceeds now to a hearing on 18 June 2025 with no more disruption.

By the Court,

[signed]

Justice Ali Malek KC

A signed copy of this Judgment has been filed with the Registry.

Representation

The Claimant was represented by Mr Laurence Page of Counsel (4 Pump Court, London, UK), instructed by Al Tamimi & Company (Dubai, UAE).

The Defendant was represented by Mr Guillaume Hess of K&L Gates LLP (Doha, Qatar).

DIGITALLY SIGNED AND VERIFIED
موقّع رقمياً ومعتمد