

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

Neutral Citation: [2025] QIC (F) 26

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

Date: 4 June 2025

CASE NO: CTFIC0021/2025

PARLEY PARSONS LLC

Claimant

Defendant

 \mathbf{v}

STRUCTUREL FACILITY MANAGEMENT & CONTRACTING W.L.L

JUDGMENT

Before:

Justice Fritz Brand

Order

- 1. The Defendant is directed to pay the Claimant forthwith:
 - i. The amount of QAR 35,000.
 - ii. Interest on the said amount calculated at the rate of 5% per annum, from 7 July 2022 to the date of payment.
- 2. The Defendant is to pay all reasonable costs incurred by the Claimant in pursuing its claim, to be determined by the Court if not agreed.

Judgment

- 1. The Claimant, Parley Parsons LLC, is a company established in the Qatar Financial Centre (the 'QFC'). The Defendant, Structurel Facility Management & Contracting W.L.L, is a company registered in the State of Qatar but not within the 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'), since it arises from a contract involving an entity established in the QFC.
- 2. Because of the sum and the nature of the issues involved, the claim was allocated to the Small Claims Track of this Court under Practice Direction No. 1 of 2022. As was said by this Court in earlier cases, such as *Al Hattab Security Services v Flank Technologies LLC* [2024] QIC (F) 12, paragraph 2:

We consider 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 where, as happened in this case, the matter then goes undefended, it is in keeping with the Practice Direction for the Court to go on to determine the claim, usually on the papers, without the need for any application for summary judgment to be made. This will ensure that the objective of the Practice Direction – to deal with Small Claims quickly and efficiently – is met.

3. Accordingly, I have decided to determine the case on the basis of the written material before me and without hearing oral evidence or argument. I am satisfied that the Defendant was duly served on 8 May 2025 with the relevant material before me in

accordance with article 18 of the Rules. In accordance with the notice to the Defendant, they were to enter an appearance to defend by 22 May 2025. On 25 May 2025, the Defendant informed the Registry that it had not been properly served. It was then invited to seek an extension of time, but to date hereof it has failed to do so.

- 4. In accordance with the allegations in the Claim Form, which are uncontroverted, the parties concluded a written contract (the 'Contract') on 23 April 2022 in accordance with the Defendant's purchase order, which is annexed to the papers. Pursuant to the Contract, the Claimant undertook to provide the Defendant with specialist assistance services against payment of the sum of QAR 70,000. Under the Contract, 50% of this fee became payable in advance, and the balance upon the delivery of final submissions.
- 5. The Claimant alleges, and it is not denied, that while 50% of the contract price was paid in advance, the balance of QAR 35,000 remains outstanding despite delivery of the final submissions and despite the subsequent demand for payment on 7 July 2022. The Defendant entered no appearance to defend the action, and on the face of it, it has no answer to the claim. In consequence, judgment is awarded to the Claimant in the sum of QAR 35,000.
- 6. The Claimant also claims interest on the outstanding amount and there appears to be no reason in principle why it should not be compensated for being deprived of the use of money owing to it. Although no rate of interest is proposed by the Claimant, I believe that a rate of 5% per annum will be fair.
- 7. Finally, the Claimant seeks an order that the Defendant should pay the costs of these proceedings, and again, I believe it is only fair that the Defendant should pay the reasonable costs incurred by the Claimant in pursuing its rightful claim. The amount of such costs to be determined by the Court 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 represented by Ms Almas Lokhandwala of Maniar Law PLLC (Austin, Texas, USA).

The Defendant did not appear and was not represented.