



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

Neutral Citation: [2025] QIC (F) 27

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

Date: 1 June 2025

CASE NO: CTFIC0011/2025

SHERYAR HUSSAIN HUSSAINI

Claimant

v

DEVISERS ADVISORY SERVICES LLC

Defendant

JUDGMENT

Before:

Justice Fritz Brand

Order

1. The Defendant's jurisdictional challenge is dismissed.
2. The Defendant is directed to pay the reasonable costs incurred by the Claimant in opposing the jurisdictional challenge, the quantum of such costs to be determined by the Registrar if not agreed upon between the parties.

Judgment

1. The Claimant, Sheryar Hussain Hussaini, is a Pakistani citizen. The Defendant, Devisers Advisory Services LLC, is established and licensed in the Qatar Financial Centre ('QFC'). On 18 February 2020, the parties entered into a written contract of employment (the '**Contract**') in terms whereof the Claimant was employed by the Defendant as a Sales Advisor. On 18 February 2025, the Claimant was summarily dismissed without notice by the Defendant from that employment. Following upon these events, the Claimant commenced proceedings in this Court by serving a Claim Form on the Defendant on 6 May 2025, in which he claimed an amount of QAR 137,545 for his arrear salary, outstanding commissions, and other end of service benefits allegedly owing to him in terms of the Contract and the QFC Employment Regulations (as amended).
2. The Defendant, who is not legally represented, thereupon filed a challenge to this Court's jurisdiction pursuant to article 19 of the Court's Regulations and Procedural Rules ('**Rules**'). The factual basis for the challenge is essentially that the Claimant instituted action for the same relief on the same cause of action in the Qatari Labour Court under article 115(bis) of Law No. 14 of 2004 on 13 April 2025. The first challenge raised by the Defendant on the basis of these facts must be read in the context of article 9.1.3 of the Rules, which reads:

9.1 The Court has jurisdiction, as provided by Article 8.3(c) of the QFC Law, in relation to:

9.1.3 Civil and commercial disputes arising between entities established in the QFC and contractors therewith and employees thereof, unless the parties agree otherwise; ...

3. Relying on these provisions, the Defendant formulated his challenge in the following way:

12. Article 9.1.3 (given above) clearly states that the court will have jurisdiction in civil and commercial disputes arising between entities established in the QFC and its employees unless the parties have agreed otherwise. (emphasis added).

13.Mr. Sheryar filed a dispute before the State of Qatar Labour Court with Ministry of Labour on 13 April 2025, of which we were served notice on the same day thereby commencing proceedings

13.Devisers have participated as a “respondent” in these proceedings before the State of Qatar Labour Court, Ministry of Labour, thereby both parties effectively “agreeing otherwise” to this court’s jurisdiction under Article 9.1.3. (emphasis added).

14.Therefore, it is clear that in accordance with Article 9 of the regulations, this court has been divested of jurisdiction over this matter. On 13th April 2025, the proceedings had commenced before the State of Qatar Labour Court, Ministry of Labour immediately after the notice was served to Devisers from Ministry Of Labour thereby parties' mutually electing ‘the State of Qatar Labour Court with Ministry of Labour’ as the chosen forum by way of conduct constituting a binding alternative agreement.

4. The Claimant’s answer to the challenge on this basis is that (i) the Qatari Labour Court has no jurisdiction to determine the dispute; (ii) that his action in that court was instituted by mistake; and (iii) that his mistaken action cannot be said to constitute an agreement by him not to pursue his action in this Court.
5. In considering these opposing contentions, I believe the Defendant’s argument loses sight of article 2(4) of the QFC Employment Regulations (as amended), which provides in relevant terms that “...no laws, rules and regulations of the State relating to employment shall apply to Employees whose employment is governed by these Regulation.”
6. Since the Defendant is a “QFC Company,” the QFC Employment Regulations (as amended) govern the employment relationship between the parties in terms of article 2(2)(c) of the QFC Employment Regulations (as amended). It follows that by virtue of article 2(4), the provisions of the Qatari Labour Law, including article 115(bis) of Law No. 14 of 2004, can find no application. It also follows in my view that the Qatari Labour Court is expressly precluded, by statutory enactment of the State of Qatar, from exercising its authority under a statutory provision which is expressly excluded from application in this case.

7. In this light, I do not believe the Defendant's challenge, which relies on an agreement between the parties, can be sustained. First, because I do not think the parties can, by agreement, bestow jurisdiction on a Court in direct contradiction with a statutory exclusion of that jurisdiction. Second, and in any event, I do not believe that the mistaken institution of proceedings by a party in the wrong court can be construed as an agreement by that party not to litigate in the right court.
8. The second basis relied upon by the Defendant for its jurisdictional challenge relies on article 9.4 of the Rules, which provides:

Any issue as to whether a dispute falls within the jurisdiction of the Court shall be determined by the Court whose decision shall be final. If the Court considers it desirable or appropriate, it may decline jurisdiction or may refer any proceedings to another Court in the State.

9. I think the short answer to this contention is that this Court cannot refuse to exercise the jurisdiction it plainly has, pursuant to the discretion bestowed upon it in article 9.4, if in its view, no other Court will have jurisdiction to determine the dispute. That would be closing the doors of the only court available to him, on the Claimant.
10. Finally, the Defendant also relies on what it refers to in its Notice of Challenge as the principles of *res judicata* and *res sub judice*. But what it really has in mind, I think, is the defence of *lis pendens*, which becomes available when it can be said that there is an action pending, between the same parties for the same relief based on the same cause of action, in another court. But I do not think the defence of *lis pendence* can deprive this Court of the jurisdiction which it clearly has under article 9.1.3. of the Rules. Moreover, and in any event, the plea of *lis pendens* is a dilatory plea only, which cannot lead to a dismissal of the claim. It only bestows discretion on the Court to stay the second proceedings until the first proceedings have been finalised or withdrawn. This is not what I am asked to do.
11. Accordingly, I find that the jurisdictional challenge should be dismissed. The Claimant was successful in opposing this challenge, and I can find no reason why the Defendant should not be held liable for the reasonable costs incurred by him in doing so.
12. These are the reasons for the order I propose to make.

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 Abdulkareem M. S. Al-Ibrahim Advocates, Legal Consultants & Arbitrators Law Firm (Doha, Qatar)

The Defendant was self-represented.