



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

Neutral Citation: [2025] QIC (F) 31

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

Date: 3 July 2025

CASE NO: CTFIC0010/2025

AFFIX SCAFFOLDING WLL

Claimant

v

TEXTEC INTERNATIONAL TRADING QFZ LLC

Defendant

JUDGMENT

Before:

Justice Fritz Brand

Order

1. The Defendant is directed to pay to the Claimant forthwith:
 - i. The amount of QAR 662,320.88;
 - ii. Interest on the said amount, calculated at the rate of 5% per annum from 6 January 2025 to the date of actual payment.
2. The Defendant is directed to pay the reasonable costs incurred by the Claimant in these claims. The quantum of such costs is to be determined by the Registrar if not agreed.

Judgment

1. This is an application for Default Judgment pursuant to article 22 of the Court's Rules and Procedures (the '**Rules**'). The Claimant, Affix Scaffolding WLL, is a company registered in the State of Qatar but not in the Qatar Financial Centre ('**QFC**') or the Qatar Free Zones Authority ('**QFZ**'). The Claimant's claim is for (i) an amount of QAR 662,320.88, being the equivalent of USD 181,457,77, allegedly owed to it, pursuant to a contract with the Defendant in terms whereof it supplied the latter with scaffolding during the year 2024; (ii) an amount of QAR 100,000 as material and moral compensation for loss of profit and damages incurred due to delayed payment; and (iii) costs.
2. This Court has jurisdiction pursuant to article 44 of Law No. 34 of 2005 Concerning Free Zones (as amended by Law No. 15 of 2021), which states:

The Civil and Commercial Court, established in the Qatar Financial Centre pursuant to the aforementioned Qatar Financial Centre Law, shall have jurisdiction to adjudicate all civil and commercial disputes and lawsuits between ... companies registered in the free zones on the one hand and ... or companies or entities established outside the free zones on the other hand, regardless of the nature of the legal relationship subject to the dispute, unless the parties agree to settle the dispute by alternative means.

3. Whereas:
 - i. The claim was duly served on the Defendant on 22 March 2025 in accordance with the provisions of article 18.3.2 of the Rules;

- ii. The Defendant failed to file and serve a Defence within the 28-day period during which it was allowed to do so under article 20.1 of the Rules;
- iii. The claim is for a specified amount of money as contemplated by article 22.2 of the Rules;
- iv. Article 22.5 of the Rules states:

The default judgment shall include the names of the parties, the amount awarded (if applicable), and confirmation that it was issued due to the Defendant's failure to file a Defence. No further reasons shall be stated in the judgment.

I propose to grant an order for payment of the Claimant's claim for the contractually agreed sum of QAR 662,320.88 without giving further reasons.

- 4. The Claimant's claim for QAR 100,000 "*as compensation for material and moral damages*" is, in my view, insufficiently substantiated. However, in the exercise of the Court's discretion under article 22.3 of the Rules, I propose to grant an order for payment of interest, as compensation for the Claimant's use of the money of which it has been deprived, calculated at the rate of 5% from the date of demand – that is, 6 January 2025 – to the date of actual payment.

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 did not appear and was not represented.