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) 33

IN THE QATAR FINANCIAL CENTRE

CIVIL AND COMMERCIAL COURT

FIRST INSTANCE CIRCUIT

Date: 21 July 2025

CASE NO: CTFIC0019/2025

GULF INSURANCE GROUP (GULF) B.S.C. (C)

Claimant/Respondent

v

ALJABER ENGINEERING W.L.L.

Defendant/Applicant

JUDGMENT

Before:

Justice Fritz Brand

Order

1. The Defendant's application for setting aside the Default Judgment that was granted against it on 29 June 2025 is refused, with no order as to costs.

Judgment

1. This is an application by the Defendant, pursuant to article 22.8 of the Court's Rules and Procedures (the '**Rules**'), for setting aside a Default Judgment that was granted against it on 29 June 2025. The Claimant in these proceedings, Gulf Insurance Group (Gulf) B.S.C. (C), is a branch of an international insurance company and is registered and licenced in the Qatar Financial Centre ('**QFC**') to operate in the insurance sector. The Defendant, Aljaber Engineering WLL, is a corporate entity registered in the State of Qatar (but not in the QFC) where it operates in the field of general construction.

2. As formulated in its Claim Form, the Claimant's claim, which gave rise to the Default Judgment, is for insurance premiums in an aggregate amount of QAR 4,634,423 in terms of insurance policies issued by the Claimant in favour of the Defendant. The pertinent part of the Default Judgment states the following (at paragraph 2):

> *Whereas:*
>
> *i. The claim was duly served on the Defendant on 30 April 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;*

3. The application for setting aside the Default Judgment reads, in relevant part, as follows:

> *The Applicant submits that the judgment should be set aside on the following grounds:*

(a) ***Reason for Default***

The Defendant's non-response was not intentional or due to neglect but was solely a consequence of not receiving the Claim Form. Both Parties retained a relationship that spanned several years where written communication was exchanged exclusively via e-mail. According to the Registry's e-mail, the Claimant opted to dispatch its Claim Form via post yet was allegedly refused acceptance at the Defendant's address. Al Jaber maintains that no package pertaining to this case was received for it to even deny it. Multiple firms lease office space within the Defendant's address and thus, if the package was delivered, it could have inadvertently reached an individual not represented by the Defendant who thereby may have refused the package on that basis. The Claimant made no attempt to seek clarification of the alleged non-acceptance of said Claim Form via e-mail.

(b) ***Entitlement to Justice***

While the basis of the Claimant's claims is not known to the Defendant, the figure claimed is disputed and the latter party wishes to exercise the option to defend its position before this Esteemed Court. Given that the Defendant never received the Claim, we were not afforded our procedural right to defend the claim before this Esteemed Court. This is a breach of our procedural right to fairness. In the circumstances we respectfully request the court set aside the Summary Judgment and allow the Defendant an opportunity to respond to the Claimant's claim before this Esteemed Court."

4. According to article 22.8 of the Rules, the grounds for setting aside a Default Judgment are the following:

22.8 The First Instance Circuit may set aside or vary the default judgment if it is satisfied that:

22.8.1 the Defendant has a real prospect of successfully defending the claim; or

22.8.2 it appears to the First Instance Circuit that there is another compelling reason, including: (a) that the default judgment should be set aside or varied; or (b) that the Defendant should be allowed to defend the claim.

5. As stated in the Default Judgment, the Claim Form was validly served on the Defendant. Since the Rules require proof of sending only and not proof of receipt, that finding is confirmed. Of course, I do not know whether, as a fact, the Defendant received the claim. The Defendant has asserted that they did not receive the Claim Form. Of course, that is not an irrelevant consideration; but in terms of

article 22.8 of the Rules, it is not enough for the setting aside of the judgment which, given the nature of the service requirement, was lawfully obtained.

6. With regard to the provisions of article 22.8.1 of the Rules, it is plain that a defendant must disclose a Defence against the claim. I accept that, on a proper construction of article 22.8.1, the Defendant is not required to persuade the Court that it has a Defence which will probably be successful. However, it must disclose some Defence which has a real prospect of success. Having regard to the Defendant's application, it is plain that it discloses no Defence at all. The fact that it may wish "*to exercise the option to defend its position*" is clearly insufficient to satisfy the requirements of article 22.8.1.

7. Article 22.8.2 affords the Court a discretion to set aside the Default Judgment even though article 22.8.1 had not been satisfied. What is required in this instance, however, is a compelling reason why, absent the disclosure of a potentially successful Defence, the Defendant should be afforded the opportunity to defend the claim. The question is therefore whether such compelling reason has been shown by the Defendant in this case. As I see it, the answer to this question must be "*no*".

8. Again, as I see it, the mere fact that the Defendant did not receive the Claim Form is self-evidently not enough to constitute a compelling reason. Moreover, the Claimant has made out a very strong case in support of its claim for insurance premiums, including reliance on two cheques issued by the Defendant in payment thereof which had been dishonoured by the bank. In this light, the Defendant's complete failure to suggest even a notional answer to the claim justifies the conclusion, in my view, that there is no compelling reason why the Default Judgment should be set aside. On the contrary, in all the circumstances, the inevitable inference, as I see it, is that allowing the matter to proceed will be a waste of valuable resources and time.

By the Court,

[signed]

Justice Fritz Brand

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

Representation

The Claimant/Respondent was represented by the Al-Mahmoud Law Firm (Doha, Qatar).

The Defendant/Applicant was self-represented.