



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

**Neutral Citation: [2025] QIC (F) 32**

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

**Date: 16 July 2025**

**CASE NO: CTFIC0024/2025**

**MARC REAIDI**

**Claimant**

**V**

**EVERSHEDS SUTHERLAND (INTERNATIONAL) LLP**

**Defendant**

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**JUDGMENT**

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**Before:**

**Justice Ali Malek KC**

## Order

1. The Court accepts jurisdiction over the dispute for the reasons given below.
2. Costs are reserved.

## Judgment

1. On 26 May 2025, the Claimant filed a Claim Form against the Defendant bringing a claim for damages. The Defendant issued an application seeking to have the claim struck out for lack of jurisdiction (the '**Jurisdiction Application**').
2. Neither party requested an oral hearing, and accordingly the matter is determined on the basis of the documents submitted.
3. For the purposes of this Jurisdiction Application, the Court proceeds on the basis of the facts as alleged by the Claimant. This does not imply any acceptance of their accuracy, nor does the Court express any view as to how the facts may ultimately be established or on the underlying merits of the claim.

## Relevant background

4. The facts taken from the Statement of Claim and the documents exhibited can briefly be summarised as follows.
5. The Defendant is a legal services firm that is registered and licensed in the Qatar Financial Centre ('**QFC**') and is therefore subject to the QFC Data Protection Regulations 2021 (the '**DP Regulations**') and the QFC Data Protection Regulations Guidance (the '**Guidance**').
6. In October 2024, the Defendant published an article on its publicly-available website which referred to the Claimant. The same article was disseminated across other professional legal platforms including, LexisNexis Middle East and Lexology. The article concerned a costs judgment in proceedings brought against a number of Defendants, including the Claimant: *Amberberg Limited v Prime Financial Solutions*

*LLC and others* [2024] QIC (C) 13. The Defendant acted for Amberberg Limited in respect of the costs judgment.

7. The Claimant makes a number of contentions in the present proceedings.
  - i. The article falls within the definition of “*Personal Data*” within the DP Regulations.
  - ii. For the purpose of the article and the manner of its dissemination, the Defendant acted as a Data Controller within the meaning of the DP Regulations.
  - iii. The Claimant is a Data Subject for the purpose of the DP Regulations.
  - iv. That the DP Regulations were breached in a number of respects, causing the Claimant non-material harm including reputational damage, professional anxiety, and public humiliation.
8. It is unnecessary for the purpose of this application to go into the allegations of breach as they are fully set in the Statement of Claim. Paragraph 10 of the Statement of Claim reads:

*Pursuant to Article 35 of the QFC Data Protection Regulations and Guidance, a Data Subject is entitled to seek compensation from a Data Controller for any damage suffered — including non-material damage — arising from a contravention of the Regulations. The Regulations and their accompanying Guidance expressly provide that such claims must be brought directly before the QFC Civil and Commercial Court.*

9. The Statement of Claim addressed the issue of the Court’s jurisdiction in these terms:

*13. Pursuant to Article 9.3 of the Regulations of the Civil and Commercial Court, the Court has jurisdiction over “any matter in respect of which jurisdiction is conferred on it by the QFC Law or QFC Regulations.”*

*14. Jurisdiction is conferred in this case by Article 35 of the QFC Data Protection Regulations (2021), which provides Data Subjects with a right to seek compensation for damage — including non-material damage — arising from a contravention of the Regulations by a Data Controller. The accompanying Regulatory Guidance confirms the proper procedural forum for such claims, stating unequivocally:*

*“Claims must be taken directly with the Civil and Commercial Court and do not need to go through the Data Protection Office or the complaints process prior to being lodged with the Court.”*

*15. The present claim arises from alleged breaches of the QFC Data Protection Regulations by a QFC-registered Data Controller (the Defendant), which have resulted in nonmaterial harm to the Claimant as a Data Subject. It is brought directly before this Court in accordance with the Regulations and the applicable Guidance. Jurisdiction is therefore properly and exclusively vested in this Court.*

### **Jurisdiction Application**

10. The Defendant responded by contending that the Claimant’s reliance on article 9.3 of the Court Regulations and Procedural Rules as it then was (now article 14.3 of the Rules and Procedures of the Court) and article 35 of the DP Regulations was misplaced. It alleged that these provisions did not serve as a valid basis for conferring jurisdiction on the Court. The Claimant relied on the recent decision of the Appellate Division of the Court in *The Chancellor, Masters and Scholars of the University of Cambridge v The Holding WLL* [2025] QIC (A) 6.
11. It is unnecessary to go into the question of whether the Defendant was right, because the Claimant put forward a different basis for jurisdiction in response (as explained below).

### **Claimant’s Response on Jurisdiction**

12. On 15 June 2025, the Claimant filed a Response to the Jurisdiction Application (the ‘**Response**’). The main point that emerges is that the Claimant now relies on article 8.3(c)(1) of the QFC Law (Law No. 7 of 2005), corresponding to article 9.1.1 of the Court Regulations and Procedural Rules as it then was (now article 9.1.1.1 of the Rules and Procedures) providing the Court has jurisdiction over “*civil and commercial disputes arising from transactions, contracts, arrangements or incidences taking place in or from the QFC between the entities established therein*”.

### **Defendant’s Reply**

13. The Defendant served a reply on 8 July 2025 (the ‘**Reply**’) alleging that the Claimant had materially altered the basis on which jurisdiction was claimed. It sought the costs of its Jurisdiction Application regardless of the outcome of that application.

## Analysis

14. There are three issues that fall for determination:
  - i. First, whether the new basis for jurisdiction can be advanced by the Claimant (Issue 1);
  - ii. Second, whether jurisdiction is established (Issue 2);
  - iii. Third, costs (Issue 3).

### Issue 1

15. It is clear that the Claimant puts forward a different argument for jurisdiction from that in the Statement of Claim, relying on article 8.3(c)(1) of the QFC Law. There is no reference to this article in the Statement of Claim.
16. The Defendant does not dispute the Claimant's ability to claim that the Court has jurisdiction on the basis alleged and states in its Reply:

*The Defendant does not seek to preclude the Claimant from advancing this new argument. However, the Defendant has incurred time and cost in preparing the Application and these Reply submissions based on the Claimant's original position—all of which could have been avoided had the Claimant properly articulated his jurisdictional position at the outset.*

17. The Court considers the Defendant is right not to challenge the Claimant's ability to claim jurisdiction. The Court also notes that the Claimant is a litigant-in-person, and the Defendant has suffered no prejudice that cannot be compensated in costs.
18. Having regard to these matters and to the Overriding Objective of the Court to deal with all cases justly, the Court allows the Claimant to claim jurisdiction on the basis asserted.

### Issue 2

19. It was open to the Defendant to accept that the Court has jurisdiction. However, it declined to do this but does not advance any arguments disputing jurisdiction. The issue therefore is whether the Claimant has shown that the Court has jurisdiction.
20. Article 8.3(c)(1) of the QFC Law corresponding to article 9.1.1 of the Court Regulations and Procedural Rules as it then was (now article 9.1.1.1 of the Court's Rules and Procedures) has two elements. First, the dispute must be civil or commercial in nature. Second, it must arise from a transaction, contract or arrangement taking place in or from the QFC between entities established therein.
21. The first element is clearly established. The dispute is civil or commercial as it involves a claim for non-material harm resulting from alleged unlawful processing of Personal Data of the Claimant.
22. As to the second element, the language is broad and requires that the dispute must arise from a matter of the nature listed in article 8.3(c)(1). This does not require that the dispute is between entities involved in the matters listed. This is established in several cases, including *Manwara Begum and others v Gulf Insurance Group BSC* [2023] QIC (F) 34, which was referred to by the Claimant.
23. This second element is satisfied for the following reasons:
  - i. First, both the Defendant and the Qatar Financial Centre Authority ('QFCA') are entities established in the QFC.
  - ii. Second, the licensing process constitutes an arrangement or incident between them. This is because in order to carry on business in the QFC, the Defendant is required to obtain a license from the QFCA.
  - iii. Third, the Claimant benefited from this arrangement or incident. This is because the Defendant is required to comply with applicable QFC laws and regulations as a condition of operating in the QFC. These regulations include the DP Regulations.

- iv. Fourth, as part of the licensing arrangement or incident, the Defendant was required to comply with QFC regulations as well as applicable QFCA Rules, including those that confer rights on individuals affected by regulatory breaches. Article 4.8 of the QFCA Rules provides that persons who suffer harm as a result of contravention by a licensed firm have the right to bring proceedings. Article 35 of the DP Regulations and the Guidance confirms this.

24. The Court holds that it has jurisdiction to determine the Claimant's claim in these proceedings. In reaching this conclusion, the Court has relied solely on the grounds set out in this judgment. It is therefore unnecessary to address the Claimant's other arguments and assertions raised in its Response.

### Issue 3

25. The Court considers it appropriate to reserve the question of costs to the full hearing. While the Claimant has succeeded in establishing that the Court has jurisdiction, it has done so on a basis different from that originally advanced. The Defendant, for its part, declined to concede jurisdiction, thereby necessitating a judgment. In these circumstances, the Court considers it preferable to determine costs once all the facts are known and accordingly reserves the issue.

**By the Court,**



**[signed]**

**Justice Ali Malek KC**

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

**Representation**

The Claimant was self-represented.

The Defendant was self-represented.