



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

**Neutral Citation: [2025] QIC (F) 35**

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

**Date: 15 May 2025**

**CASE NO: CTFIC0020/2025**

**CLAIRE HOLLOWAY**

**Claimant/Applicant**

**v**

**MBG CORPORATE SERVICES LLC**

**Defendant/Respondent**

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**JUDGMENT**

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**Before:**

**Justice Fritz Brand**

## Order

1. It is ordered that the Defendant pay the Claimant:
  - i. The sum of QAR 2,200.
  - ii. Interest on the amount of QAR 22,150 calculated at the rate of 5% per annum from 23 March 2025 to date of payment.
2. The Claimant is entitled to all reasonable costs incurred by her in pursuing this claim, the quantum of such costs to be assessed by the Registrar if not agreed upon.

## Judgment

1. The Claimant, Claire Holloway, is a South African citizen, resident in the State of Qatar. The Defendant, MBG Corporate Services LLC, is a company incorporated and licenced in the Qatar Financial Centre (**‘QFC’**). Since the dispute arises from a transaction involving an entity established in the QFC, this Court has jurisdiction in terms of article 9.1.3 of the Court’s Regulations and Procedural Rules (**‘Rules’**).
2. This is an application for summary judgment. In terms of Practice Direction No. 2 of 2019 paragraph 3, summary judgment can only be granted if the Court is satisfied that (i) the Defendant has no prospect of successfully defending the claim, and (ii) there is no other compelling reason why the case should be disposed of at a trial.
3. The present claims are directly linked to an earlier judgment of this Court in a dispute between the same parties on 23 March 2025 ([2025] QIC (F) 19; the **‘March Judgment’**), and it is proposed that this be read in conjunction with the March Judgment.
4. As appears from the March Judgment, the ongoing disputes arose from an employment contract (the **‘Contract’**) between the parties that came into existence on 29 January 2024, and which was terminated by notice with effect from 15 February 2025.
5. In the event, the Defendant was ordered in the March Judgment to pay the Claimant an amount of QAR 6,586 forthwith. In addition, it is noted in paragraph 4 of the March Judgment that, *“it was admitted on behalf of the Defendant that, in principle it is liable to remunerate the Claimant for her unused leave”*, and that all that remained

outstanding was the settlement of the amount by agreement. In consequence no order was made against the Defendant in respect of unpaid leave.

6. It subsequently transpired, however, according to the Claimant's present Claim Form, that the Defendant paid only QAR 2,586 of the judgment debt, leaving a balance of QAR 4,000, plus the unpaid leave outstanding. Hence, the Claimant's claim in this matter was for QAR 4,000 together with QAR 19,250 for unpaid leave, calculated on the basis of 17.5 days at QAR 1,100 per day.
7. After summons had been issued, the Defendant however made payment of an amount of QAR 19,950 to the Claimant representing the outstanding balance of QAR 4,000 of the judgment debt together with outstanding leave for 14.5 days. What remains outstanding therefore is an amount of QAR 3,300 representing unpaid leave for three days, which is the amount the Claimant now claims.
8. In accordance with the Statement of Defence, the Defendant's answer to the claim is that the three days were deducted from the Claimant's leave because she took sick leave on two days without producing a medical certificate, while on the third day she was away from work due to the illness of her son.
9. For its contention that the deduction was authorised, the Defendant relies on the following provisions of the QFC Employment Regulations (as amended):

*Article 38 – Sick Leave*

*(3) If required by the Employer, the Employee or a person on his behalf must provide a medical certificate stating that the Employee is unable to fulfil his duties, at least once every 7 days during any period of absence due to illness.*

*(5) An Employer is entitled to withhold the payment of sick pay if the Employee fails to give the notice required under paragraph (2) unless the Employee provides medical certificates as may be required under paragraph (3) of this Article.*

10. But in paragraph 10 of the March Judgment, it was held that the Defendant is not allowed to rely on the provisions of the Employee Handbook because it had failed to establish that this document formed part of the Contract between the parties. For present purposes, that judgment must be accepted as final. Hence, the defence based on the absence of medical certificates cannot prevail. Having said that, it appears to me that

the day on which the Claimant stayed away due to the illness of her son cannot qualify as a sick leave. Accordingly, I find that the Defendant was entitled to deduct this day as leave.

11. It follows that, in my view, the Claimant is entitled to a judgment in an amount of QAR 2,200 representing the salary for two days at QAR 1,100 per day.
12. In addition, I hold the Defendant liable to compensate the Claimant for depriving her of that part of the March Judgment debt which had not been paid forthwith as ordered. In my view such compensation can be effected by way of interest on the outstanding amount at the rate of 5% per annum, calculated from the date of the March Judgment to the dates on which the different amounts are paid.
13. For these reasons, I am satisfied that the requirements of paragraph 3 of the Practice Direction No. 2 of 2019 had been satisfied and that in consequence, summary judgment should be granted. Finally, the Claimant also seeks an order for the costs incurred by her in pursuing this claim, which should in my view be allowed.

**By the Court,**



**[signed]**

**Justice Fritz Brand**

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

### Representation

The Claimant/Applicant was self-represented.

The Defendant/Respondent was self-represented.