



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

Neutral Citation: [2025] QIC (A) 10

IN THE QATAR FINANCIAL CENTRE
CIVIL AND COMMERCIAL COURT
APPELLATE DIVISION

[On appeal from [2025] QIC (F) 26]

Date: 7 August 2025

CASE NO: CTFIC0021/2025

PARLEY PARSONS LLC

Claimant/Respondent

v

STRUCTUREL FACILITY MANAGEMENT & CONTRACTING W.L.L

Defendant/Applicant

JUDGMENT

Before:

Lord Thomas of Cwmgiedd, President

Justice Her Honour Frances Kirkham CBE

Justice Dr Muna Al-Marzouqi

Order

1. Permission to submit an appeal to the Appellate Division is refused.

Judgment

1. The Applicant, Structrel Facility Management & Contracting W.L.L (**‘Structrel’**), by an Application Notice dated 3 July 2025, seeks permission to appeal against the judgment of the First Instance Circuit (Justice Fritz Brand) issued on 4 June 2025 ([2025] QIC (F) 26), giving judgment for the Respondent (**‘Parley Parsons’**) for QAR 35,000 plus interest and costs.

The background

2. It was the case of Parley Parsons that:
 - i. In April 2022, Structrel engaged Parley Parsons to assist in preparation of Structrel’s loss and expense and disruption claim. The parties entered into a written agreement on 23 April 2022 (the **‘Agreement’**). The agreed fee was QAR 70,000, of which Structrel paid one half, QAR 35,000, in advance.
 - ii. Parley Parsons provided its final claim report on 29 June 2022. On 5 July 2022, Parley Parsons issued their second invoice for the balance due, QAR 35,000. In its Claim Form, it states the following at paragraph 16:

Despite repeated attempts to secure payment, specifically documented on 28 July, 8 August, 10 August, 11 August, 15 August, 17 August, 28 August, 4 September, 28 September, 22 December, and 25 December 2022, the Respondent, through its representative Mr. Ibrahim Baida, merely acknowledged the outstanding debt without effectuating payment as assured.
 - iii. On 22 February 2023, Parley Parsons issued a “*formal legal notice*” and made all reasonable efforts to resolve the matter in accordance with the provisions of clause 18 of the Agreement, which provided that:

18.1. If a dispute arises out of, or relates to this Agreement, a Party may not commence any court proceedings relating to the dispute unless they have complied with this clause except where the Party seeks urgent interlocutory relief.

18.2. A Party claiming that a dispute (“Dispute”) has arisen under or in relation to this Agreement must give written notice to the other Party specifying the nature of the Dispute.

18.3. On receipt of that notice by the other Party, the Parties must endeavour to resolve the Dispute expeditiously using informal dispute resolution techniques such as mediation or determination or similar techniques agreed by them.

18.4. Notwithstanding any Dispute between the Parties, the Supplier’s obligations to supply under the Agreement continue in full force and effect.

3. Parley Parsons issued proceedings in this Court on 5 May 2025 and the claim was assigned to the Small Claims Track. The proceedings were served on Structurel by post at its address on 5 May 2025. It appears that Structurel refused to receive the documents.
4. The First Instance Circuit was satisfied that there had been due service. No appearance was entered by the due date, 22 May 2025. Structurel informed the Registry that the claim had not been properly served. It was invited to seek an extension of time. It did not do so and did not file a Defence at that time or at any time thereafter. The First Instance Circuit thereafter duly entered judgment ordering Structurel to pay Parley Parsons QAR 35,000, plus interest and costs.
5. Structurel seeks to appeal on five grounds; but before considering those grounds, we must consider its conduct in relation to the service of proceedings and its failure to engage with the First Instance Circuit. We are satisfied that the proceedings were duly served. It appears that Structurel refused to accept service. Structurel thereafter contacted the Registry and was invited by the Registry to seek an extension of time. However, it failed to do so and then failed to serve a Defence.
6. No party who knows that proceedings have been brought and served and who then fails without good reason to engage in the proceedings before the First Instance Circuit can seek to appeal to the Appellate Division. It has been repeatedly made clear by this Court that litigants must litigate their dispute before the First Instance Circuit by adducing the evidence and the legal arguments on which they rely. A hearing before the Appellate Division is a review of the decision made after evidence has been adduced and the issues have been argued before the First Instance Circuit. A party must

therefore fully engage in the proceedings before the First Instance Circuit and cannot expect to be heard in the Appellate Division if that party has not engaged.

7. In the present case, Structurel was properly served and the proceedings clearly came to its attention. It therefore did not appear before the First Instance Circuit for any good reason. Structurel cannot in such circumstances appeal to the Appellate Division; permission to submit an appeal to the Appellate Division is therefore refused.
8. Furthermore, the five grounds of appeal advanced in any event set out no grounds for granting permission.
 - i. *“Parley Parson failed to provide the documents necessary to establish their case”*: Parley Parsons referred in their Statement of Claim to the relevant documents and provided these to the Court.
 - ii. *“Parley Parsons’ work was “incomplete and deficient”; there was no entitlement to the balance due”*: Structurel provided no detail or evidence in support of this ground.
 - iii. *“Parley Parsons failed to follow the contractual dispute resolution procedure set out in clause 18 of the Agreement”*: Although the Court will enforce provisions such as these whenever possible to encourage amicable resolution, Parley Parsons put forward evidence of attempts to engage with Structurel, but Structurel has not provided any evidence or submission which contradicts that.
 - iv. *“Parley Parsons submitted only photocopies of documents which were of no evidentiary value”*: Parley Parsons submitted copies of relevant documents as is usual. Structurel have not identified any document which it claims is not a true copy of the original.
 - v. *“A person may not create evidence for itself”*: This ground is wholly unclear save in so far as it repeats the ground in respect of photocopies.
9. There is one final matter on which we should comment. Structurel make a number of references to their intention to address the issues more fully, describing their application as a *“preliminary memorandum to formally contesting the photocopies”*. It

is contended: *“Before addressing the claims and requests contained in the case papers we expressly and unequivocally raise an objection to all documents submitted...”* This approach is wholly contrary to the proper procedure for bringing an appeal in this Court, as was made clear in *Zahir Makawy v Al Awael Captive Insurance Company LLC* [2024] QIC (A) 9 at paragraph 9:

...where an application is made for permission to appeal against a judgment or decision of the First Instance Circuit, it is incumbent on the Applicant to include in that application (or in documentation submitted with it) a full statement of the basis on which it contends that the application should be granted. In the absence of such a statement, the Judges dealing with the application will be unable to determine it justly and expeditiously.

10. There is no excuse for this, as the procedure is set out in Chapter 21 the Court’s User Guide (the ‘**Maroon Book**’), available on the Court’s website and from *Azmeh and Nicol on the Law and Practice of the QFC Commercial Court and Regulatory Tribunal* (LexisNexis, 2025).

By the Court,



[signed]

Lord Thomas of Cwmgiedd, President

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

Representation

The Claimant/Respondent was represented by Ms Almas Lokhandwala of Maniar Law PLLC (Austin, Texas, USA).

The Defendant/Applicant was represented by Mr Ahmed Ali Al-Neama of the Ahmed Al-Neama Law Office (Doha, Qatar).