

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

Neutral Citation: [2025] QIC (F) 36 IN THE QATAR FINANCIAL CENTRE CIVIL AND COMMERCIAL COURT FIRST INSTANCE CIRCUIT Date: 5 August 2025 CASE NO: CTFIC0026/2025 **SPINE LLC Claimant** V LAMAISON HOTEL LLC **Defendant JUDGMENT**

Before:

Justice Fritz Brand

Order

- 1. The Defendant is directed to pay to the Claimant the following forthwith:
 - i. QAR 129,419 (Services Rendered).
 - ii. QAR 14,000 (Fees Incurred).
 - iii. QAR 88,500 (Notice Period).

Total: QAR 231,919.

- iv. Interest on the amounts stated in paragraphs 1(i) and 1(ii) above, calculated at the rate of 5% per annum from 25 January 2023 to the date of actual payment.
- v. Interest on the amount stated in paragraph 1(iii) above, calculated at the rate of 5% per annum from the date of this judgment 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 a request for default judgment pursuant to article 22 of the Court's Rules and Procedures (the 'Rules'). The Claimant is a company registered in the Qatar Financial Centre ('QFC'). The Defendant is a company registered in the State of Qatar but not in the QFC. The Claimant's claims, based upon a twelve-month marketing services agreement between the parties, are for (i) QAR 129,419 allegedly owed for services rendered by the Claimant under the agreement from 25 January 2023 up to and including 12 May 2023; (ii) QAR 14,000 in fees incurred by the Claimant on the Defendant's behalf and at the request of the Defendant for digital advertising and social media "boosting"; (iii) QAR 88,500 in lieu of the three-month contractual notice period or, alternatively, damages representing the loss of the Claimant's "legitimate expectation" of receiving payment for the remainder of the twelve-month term of the contract, from 13 May 2023 until 25 January 2024; (iv) 5% interest on the amounts awarded; (v) costs; and (vi) any other relief that the Court deems just.

2. This Court has jurisdiction under article 8(3)(c)(4) of the QFC Law as amended (Law No. 7 of 2005), which states that the Court has jurisdiction over:

Civil and commercial disputes arising from transactions, contracts or arrangements taking place between entities established within the QFC and...entities established in the state but outside the QFC, unless the parties agree otherwise.

3. Whereas:

- i. The claim was duly served on the Defendant on 7 July 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.

4. I hereby grant an order for payment of the Claimant's claim for QAR 231,919 without giving further reasons.

By the Court,



[signed]

Justice Fritz Brand

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

Representation

The Claimant was represented by Ms Danah Mohamed of the Al Marri & El Hage Law Office (Doha, Qatar).

The Defendant did not appear and was not represented.