



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

Neutral Citation: [2025] QIC (F) 45

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

Date: 21 September 2025

CASE NO: CTFIC0040/2023

RUDOLFS VEISS

Claimant

v

YOUSIF AL-TAWIL

1st Defendant

PRIME FINANCIAL SOLUTIONS LLC

2nd Defendant

JUDGMENT

Before:

Justice Fritz Brand

Order

1. This Court has no jurisdiction to determine the dispute between the Claimant and the First Defendant. The claim against the First Defendant is therefore dismissed, with no order as to costs.

Judgment

Introduction

1. The Claimant in this matter is Mr Rudolfs Veiss, a Latvian citizen. The First Defendant, Mr Youssif Al-Tawil, is a Jordanian citizen. All times relevant hereto, they both resided in the State of Qatar. The Second Defendant, Prime Financial Solutions LLC, is a corporate entity established in the Qatar Financial Centre (the ‘QFC’). After these proceedings commenced in July 2023, they followed a long and winding procedural road. Part of the problem appears to have been that the Claimant, who has for the most part acted in person, had trouble formulating his cause of action against the two Defendants, and his claim still bears the scars of several amendments.
2. In August 2025, the Claimant’s newly appointed legal representatives filed the current version of the Reamended Claim. At present, the Court’s concern is confined to the claim against the First Defendant only. In short, the Reamended Claim seeks repayment of the balance of an alleged personal loan made by the Claimant to the First Defendant, incurred for the benefit of the Second Defendant, in the sum of QAR 365,000, of which only QAR 40,000 has been repaid.
3. On an earlier occasion in these proceedings, the First Defendant challenged the jurisdiction of this Court to determine the claim against him. While on the face of it, there seems to be merit in the challenge, the issue has thus far not been resolved. Accordingly, the Court directed, after the Reamended Claim had been filed, that the jurisdictional challenge by the First Defendant be heard and determined separately before the claims on the merits against both Defendants are allowed to proceed. In terms of these directions, the parties were invited to file written submissions by no later than

10 September 2025 and to appear at a virtual hearing on 14 September 2025. In response to the invitation, the Claimant's legal representatives duly filed their written submissions on time and at the hearing on 14 September 2025, the Claimant was represented by Mr Oliver McEntee of Counsel (King's Chambers, Manchester, UK) instructed by Eversheds Sutherland (International) LLP. By contrast, the First Defendant did not respond to the invitation in any way, apart from making an appearance at the virtual hearing to indicate that he had nothing to add to his original challenge.

4. As a creature of statute, this Court has no inherent jurisdiction. Its jurisdiction is confined to that which is conferred upon it by its creating legislation, which is to be found in article 8(3)(c) of the QFC Law (Law No. 7 of 2005), as mirrored in the four sub sections of article 9.1 of the Court's Rules and Procedures (the '**Rules**'; see *The Chancellor, Masters and Scholars of the University of Cambridge v The Holding WLL* [2025] QIC (A) 6 at paragraph 20 et seq.). Articles 9.1.1.1 – 9.1.1.3 of the Rules clearly find no application in that they contemplate disputes between entities established in the QFC or arising from a contract where at least one of the parties is established in the QFC.
5. For its contention that this Court has jurisdiction, the Claimant therefore relies exclusively on article 9.1.1.4 of the Rules, which bestows jurisdiction on the Court to determine:

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

Factual background

6. As the factual basis for his reliance on article 9.1.1.4, the Claimant alleges that:
 - i. In June 2021, Amberberg Limited, of which he was the sole director and shareholder, sold its controlling interest in the Second Defendant to Ms Al-Anoud Mahmoud, subject to approval by the QFC Regulatory Authority (the '**QFCRA**'). The QFCRA required that, following the change in control, the Second Defendant would be financially robust.

- ii. At the time, the Claimant was subject to a travel ban imposed by the Public Prosecution Department in connection with regulatory proceedings arising out of his management of the Second Defendant's affairs. The Second Defendant's bank account had been frozen by order of this Court, and it was subject to a Supervisory Notice from the QFCRA prohibiting it from taking on new business.
- iii. In these circumstances, the Claimant met with the First Defendant on several occasions where, so the Claimant alleges, the following discussions took place:
 - a. The Claimant indicated that he wished to attend his stepsister's wedding outside Qatar in early July 2021, and asked that the Second Defendant arrange for the travel ban to be lifted so that he could spend a month on leave outside of the country, which would also provide him with the opportunity to be with his wife and 2-year-old child.
 - b. The First Defendant voiced concern about the Claimant leaving Qatar. He indicated that the conditional sale might be put at risk if the Claimant were to leave and not return. He also indicated that there was a risk of financial difficulty arising if the Second Defendant required working capital in circumstances where the new owner had not been confirmed. The First Defendant (who was a business associate of the buyer, Ms Mahmoud) was keen to ensure that the deal went through. To incentivise the Claimant to return to Qatar (and to ensure that funds were available to him that could be provided to the Second Defendant if necessary, and otherwise to secure his own financial position if the Claimant did not return), the First Defendant requested that he be granted a loan in an amount equivalent to \$ 100,000 (QAR 365,000) from the Claimant.
 - c. While part of the expressed rationale for seeking the loan was to ensure that funds could be made available to the Second Defendant if necessary, it was acknowledged by the Claimant and First Defendant that no funds could be lent to the Second Defendant itself in

circumstances where (i) its bank account was frozen, and (ii) any lending to the Second Defendant would add to its liabilities, and therefore, increase the amount of capital the buyer would have to provide immediately prior to or upon completion of the acquisition for regulatory approval of the conditional sale to be secured.

- d. The First Defendant assured the Claimant that if the loan was granted, the Second Defendant would notify the Public Prosecution Department that its matters with the Second Defendant had been resolved and that the travel ban against the Claimant would be lifted, enabling him to attend his stepsister's wedding. He did not agree immediately, but, having been told that no steps would otherwise be taken to lift the travel ban, the Claimant agreed to lend the sum of QAR 365,000 to the First Defendant in return for fulfilment of the travel ban assurance, subject to a requirement that the funds would be repaid by no later than the end of the calendar year. The First Defendant agreed orally to those terms.
- iv. By reason of his status as executive director of the Second Defendant, the First Defendant had actual and ostensible authority to bind the Second Defendant to the travel ban undertaking and gave the undertaking on its behalf (in circumstances where it was within the Second Defendant's gift alone to take the necessary steps to lift it and to afford the Claimant the month's leave sought).
- v. On the basis of the oral agreement reached in the meeting in June 2021, a contract came into being whereunder:
 - a. The Claimant agreed to advance the sum of QAR 365,000 by way of a personal loan to the First Defendant, which was repayable by the end of the calendar year 2021.
 - b. The First Defendant agreed to cause the Claimant's travel ban to be lifted (alternatively to use all reasonable endeavours to cause the Claimant's travel ban to be lifted) as soon as possible and in any event by 1 July 2021.

- vi. On 24 June 2021, the Claimant gave the First Defendant a cheque for QAR 365,000 (dated the previous day) in discharge of his obligations under the Contract, which cheque was encashed by the First Defendant shortly thereafter.
 - vii. The First Defendant returned QAR 40,000 via three instalments during 2021 (QAR 15,000, QAR 5,000 and QAR 20,000), but from October 2021, there were no further payments made. In breach of the contract, the First Defendant failed to repay the outstanding balance of QAR 325,000 by 25 June 2022, the entirety of which balance remains outstanding as at the date of the Reamended Claim.
7. Relying on these facts, the Claimant's case is that his claim against the First Defendant derives from a tripartite contract between himself, the First Defendant, and the Second Defendant, who is an entity established in the QFC. Since both he and the First Defendant were residents of the State of Qatar at the time, so the Claimant contends, this Court has jurisdiction in terms of article 9.1.1.4. Alternatively, the Claimant's contention is that the deal between him and the First Defendant (the latter acting in both his personal capacity and as representative of the Second Defendant) constituted an "*arrangement*" involving an entity established within the QFC, as envisaged in article 9.1.1.4.

Analysis

8. Considering these alternative contentions, I do not think the construction of a tripartite agreement can be sustained. As I see it, it misses the essential element of a triangular relationship where the parties acquire reciprocal rights and incur reciprocal obligations inter se. On the Claimant's account of the transaction, the third leg of the triangle is missing, in that there was no contractual nexus between the two Defendants inter se. The only contractual links were between the Claimant and the First Defendant, on the one hand, and between the Claimant and the Second Defendant, on the other. In my view, the proper construction of the transaction relied upon by the Claimant is that it resulted, at best for him, in two separate contracts: the contract of loan between him and the First Defendant, and the undertaking on behalf of the Second Defendant to facilitate the lifting of the travel ban. I say at best for him, because the second leg may not have resulted in an enforceable agreement at all. But that is a question for another day. Of relevance for present purposes, however, is the fact that his claim against the

First Defendant relies on an agreement of loan to which the Second Defendant was not a party. Hence, his reliance is on a contract to which neither party is an entity established in the QFC, and in consequence, this Court has no jurisdiction to determine the disputes arising from that contract.

9. In support of his contention based on the construction of an “*arrangement*”, the Claimant sought to find support. First, in the judgment of this Court in *Abdulrahman bin Nasser Al Thani v Leisha Bank LLC* [2021] QIC (F) 27 at paragraph 11, that “an *arrangement*” in (what was then, prior to it becoming article 9.1.1.4 in June 2025) article 9.1.4 is not restricted to enforceable contracts. Second, he sought to rely on a judgment of the Supreme Court of New Zealand in *Lodge Real Estate Ltd & Others v Commerce Commission* [2020] NZSC 25 at paragraph 54 where regarding the meaning of the term “*arrangement*”:

It seems to us that the essential thing is that a commitment is made: one that is not legally binding but is sufficient to be the basis of an expectation on the part of the other parties that those who made the commitment will act or refrain from acting in the manner the consensus envisages.

10. In the light of these authorities, the Claimant argued that even if the transaction between him and the First Defendant did not result in a tripartite agreement, it constituted an “*arrangement*” involving the Second Defendant as envisaged by article 9.1.1.4. In considering this argument, I am prepared to accept, at least for present purposes, that on the Claimant’s account, the two contracts concluded between him and the First Defendant (wearing his two hats) would qualify as an “*arrangement*” for the purpose of article 9.1.1.4. That raises the question, however, whether the dispute between the Claimant and the First Defendant presented for determination can be said to arise from that “*arrangement*”, which is the further requirement of article 9.1.1.4.
11. From the Defence filed by the Defendant earlier in these proceedings, his answer to the Claimant’s claim amounts to a denial that there ever was a loan agreement at all. The cheque payment of QAR 365,000 on which the Claimant relies, so he contended, constituted payment of the Claimant’s indebtedness to him. The reality was, so he pleaded, that:

The Claimant was, in fact, indebted to the First Defendant for the precise amount specified in the cheque. This indebtedness stemmed from a series of

financial borrowings undertaken by the Claimant from the First Defendant over a period of time. The borrowed funds constituted the basis for the indebtedness owed by the Claimant to the First Defendant. Subsequently, recognizing this outstanding debt obligation, the Claimant took deliberate action by transferring the cheque to the First Defendant, effectively utilizing it as a form of claim deed. This transfer of the cheque was executed with the specific intent of satisfying the aforementioned outstanding financial liability owed by the Claimant to the First Defendant.

12. Hence, the dispute between the parties turns on whether the payment relied on by the Claimant was made pursuant to a loan agreement, as he contends, or whether it constituted payment of an existing indebtedness, as the First Defendant contends. Thus understood, the dispute arises, in my view, from an alleged contract between these two parties. On the Claimant's own account, the Second Defendant played no part, save for being the potential beneficiary of the loan. Whether the undertaking on behalf of the Second Defendant to lift the travel ban constituted an enforceable agreement and, if so, whether or not the obligations under that agreement had been fulfilled, has no bearing on the outcome of the claim under the loan agreement.
13. It is true that, on the Claimant's account, he was motivated by the First Defendant's undertaking to enter into the loan agreement. But even if accepted, it still would have no impact on the outcome of the dispute regarding the existence of the loan agreement. I say that because, in my view, the validity of the Claimant's motivation could have no effect on the existence or the enforceability of the alleged loan agreement. Accordingly, the fact remains that there is no relevant issue in the claim against the First Defendant that can be said to arise from any transaction or arrangement involving the Second Defendant. All issues presented for determination arise from the loan agreement to which the Second Defendant was not a party.
14. As was pointed out by the Appellate Division in the *Cambridge* case at paragraph 45, "*when considering the jurisdiction provisions, the other national courts are the default courts in Qatar and only special provisions can give this Court jurisdiction*". This consideration, I believe, also precludes this Court from extending its jurisdiction through a contortion of the facts.
15. Accordingly, I hold that this Court has no jurisdiction to determine the disputes arising in the Claimant's claim against the First Defendant. For these reasons, the Claimant's

claim must be dismissed. Since there was no appearance by the First Defendant, there will be no order as to costs.

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 Mr Oliver McEntee of Counsel (King's Chambers, Manchester, UK) instructed by Eversheds Sutherland (International) LLP (Doha, Qatar).

The First Defendant was self-represented.

The Second Defendant was not represented and did not appear.