



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

Neutral Citation: [2025] QIC (F) 46

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

Date: 22 September 2025

CASE NO: CTFIC0026/2025

SPINE LLC

Claimant/Respondent

v

LAMAISON HOTEL LLC

Defendant/Applicant

JUDGMENT

Before:

Justice Fritz Brand

Order

1. The Defendant's Application for the setting aside of the default judgment granted against it on 5 August 2025 is refused.
2. The Defendant is directed to pay the costs reasonably incurred by the Claimant in opposing this Application. The amount of such costs is to be determined by the Registrar if not agreed.

Judgment

1. This is an Application by the Defendant, pursuant to article 22.8 of the Court's Rules and Procedures (the '**Rules**'), for the setting aside of default judgment granted against it by this Court on 5 August 2025 ([2025] QIC (F) 36). The Claimant (and Respondent), Spine LLC, is a company registered and licenced in the Qatar Financial Centre (the '**QFC**') to provide marketing and media management services. The Defendant, La Maison Hotel LLC, is a corporate entity registered in the State of Qatar, where it operates a hotel. The Defendant is not registered in the QFC. Both parties are legally represented in this Application.
2. As formulated in its Claim Form, the Claimant's claim which gave rise to the default judgment is for payment of the aggregate sum of QAR 231,919, together with interest and costs, under a written agreement signed on behalf of the Defendant on 25 January 2023 (the '**Agreement**').
3. According to article 22.8 of the Rules, the grounds for the setting aside of a default judgment are as follows:

The First Instance Circuit may set aside or vary the Default Judgment if it is satisfied that:

22.8.1. the Defendant has a real prospect of successfully defending the claim; or

22.8.2. it appears to the First Instance Circuit that there is another compelling reason, including:

(a) that the Default Judgment should be set aside or varied; or

(b) that the Defendant should be allowed to defend the claim.

4. It is common ground that the Claim Form and supporting documents were duly served on the Defendant in accordance with the Rules and that no opposition had been entered on its behalf. In the Application, the reasons for the Defendant's failure to oppose are formulated tersely in the following way:

The Defendant acknowledges that it appears to have received the claim documents; however, it respectfully submits that the default arose due to genuine internal communication and authorisation failures. As set out below, the Defendant has good and compelling grounds for why the Default Judgment should be set aside.

5. The Defence on the merits of the claim are equally tersely formulated in the following paragraphs of the Application:

2.1 As the Claimant is aware, the Defendant has a contractual relationship with Aleph Hotel Management LLC (Dubai) for the management of the Lamaison Hotel.

2.2 The contract and invoice in dispute were signed by Aleph Hotel Management without express authorisation from the owner, resulting in disagreement over the amounts allegedly owed. Moreover, there were no internal contractual or regulatory mechanisms for the finance department to allocate the costs to the appropriate cost centre. It is further noted that the alleged management Agreement exhibited to the Statement of Claim as C-2 was not countersigned by the Claimant, which in itself raises a significant red flag.

3.2.1 The Defendant has a real prospect of successfully defending the claim under Article 22.8.1 of the QICRDC Rules, including that:

3.2.1.1 The amounts invoiced were not agreed or authorised by the Defendant. The alleged C-2 Agreement was not properly signed, was not executed by any authorised signatory of the Defendant, and the related invoice was improperly issued [...]

3.2.1.2 [...]The Defendant neither authorised, approved, nor managed these transactions. This distinction reinforces that the Defendant should not be denied the opportunity to defend itself against claims that, on their face, are directed at the wrong party[...]

6. The Defences thus raised are to be considered in the light of the following allegations in the Claimant's Statement of Claim, to which the Application is supposed to respond:

6. In or around early January 2023, Mr Jean Pierre Atallah, General Manager of Spine, held a meeting with the representatives of La Maison, to discuss prospective marketing plans and arrangements for the year of 2023.

The individuals present on behalf of La Maison included Mr Anders Johannesson (then General Manager) and Mr Ali Hdeib (Human Resources Manager, who currently acts as Hotel Manager), Mr Ramesh Sundar (Revenue Manager) and Mr Georges Chemali (Director of Sales and Marketing).

7. *Following that, by e-mail dated 12 January 2023, the Claimant sent a formal proposal to La Maison to provide a range of marketing and related services in return for monthly remuneration under a fixed 12-month business agreement (the “Agreement”). La Maison confirmed its acceptance and signed the Agreement on 25 January 2023. Notably, the Agreement provided, inter alia, the following:*
 - a) *Spine would provide services including marketing strategy development, event planning, media planning, social media management, and web design/development services;*
 - b) *Spine’s monthly fees, fixed at QAR 29,500 per month, would be payable three (3) months in advance via bank transfer;*
 - c) *Either party was entitled to terminate the Agreement by giving three (3) months’ prior written notice.*
8. *From the outset of the Agreement, Spine performed and delivered its services under the Agreement in good faith. These services were received, accepted and acknowledged by Mr Johannesson, who was the main point of contact and regularly liaised with Spine’s representative, Mr Atallah, to confirm progress and approve deliverables as further detailed below.*
9. *During this period, Spine created numerous campaigns for La Maison, including photo shoots and content production, which were approved by the hotel management and subsequently posted on La Maison’s social media platforms (for example on their Instagram and Facebook accounts) under the supervision of Mr Johannesson. Mr Johannesson and Mr Ramesh Sundar, acting on La Maison’s behalf, were actively and consistently involved in coordination with the Claimant. Mr Johannesson as the signatory of the Agreement, gave instructions and relayed internal requirements to Spine, for example:*
 - *On 29 January 2023, he informed the [sic] Mr Atallah of the Claimant’s team via WhatsApp: “Processing first payment today with owner accountant”;*
 - *On 30 January 2023, Mr Bahij Taha (La Maison’s Executive Chef) sent decoration proposals for photoshoots to Mr Johannesson, who in turn forwarded them to Mr Atallah to discuss in a meeting;*
 - *On 6 February 2023, he followed up on content delivery: “When do you think we can receive pictures from the photo shoot? Like agreed – needed for Jad and Aleph approval.”;*

— On 14 February 2023, Spine requested an update on payment, to which Mr Johannesson responded, “We’re working on it with owner, soon resolved.”

— On 20 February 2023, Mr Johannesson requested that the Claimant prepare a presentation for use by La Maison’s sales team, stating: “Now that you’re gathering up good hotel pictures we need your help creating nice hotel presentation for iPad that sales can use on calls and meetings.”

10. At the request of La Maison upon signing the Agreement, Spine paid QAR 14,000 on behalf of the Defendant for digital advertising and social media “boosting”, on the condition and understanding – formed through a verbal arrangement – that such costs would be reimbursed.

11. However, despite repeated follow-ups by the Claimant and La Maison’s promises, the Defendant failed to make any payment whatsoever under the Agreement. At no point did the Defendant pay any part of the fees contractually payable and due to Spine.

12. In response to this continuing failure and in order to mitigate its losses, Spine suspended further performance on 13 May 2023. La Maison failed to remedy its breach by making payment. Instead, it continued to use and benefit from the services rendered by Spine, including the campaigns and content sent to its team, which it published and promoted on its social media channels.

13. In the months that followed, the Claimant made further efforts, primarily through verbal communications, to engage with the Defendant and seek an amicable resolution to the ongoing non-payment. These efforts were unsuccessful. The Defendant’s persistent failure to respond meaningfully or fulfil its obligations, combined with its continued inaction, effectively amounted to a complete abandonment by La Maison of the Agreement and its contractual responsibilities.

14. On 20 May 2025, following several unsuccessful attempts to resolve the dispute amicably, Spine issued a pre-action letter formally notifying La Maison of its claims and demanding payment of outstanding sums. To date, La Maison failed to settle any of the outstanding amounts or provide a response.

7. In the light of these detailed allegations, the Defendant’s first answer, viz. that the Agreement was not signed on behalf of the Claimant, seems opportunistic and tenuous. In the circumstances, it is plain that the Claimant regarded itself bound by the Agreement.

The substantive Defence, that those purporting to represent the Defendant had no authority to do so, seems to raise more questions than answers. Questions such as:

- i. How did it happen that the individual who signed the Agreement (annexed to the Claim Form as C-2) on behalf of the Defendant could use the stamp of the Defendant above his signature, which in itself was regarded in *Aegis LLC v Doha Insulation Trading & Contracting Services LLC* [2023] QIC (A) 3 as indicative of ostensible authority?
 - ii. How did it happen that those purporting to act on behalf of the Defendant were allowed by it to request and accept the Claimant's services under the Agreement over an extended period, and on numerous occasions, if the Agreement was indeed unauthorised?
 - iii. Is it denied that the individuals mentioned were held out to occupy the positions alleged, for instance that Mr Johannessen was held out to be the General Manager of the Defendant?
 - iv. When and how did the Defendant raise the defence of lack of authority when the numerous demands for payment were made, including the detailed demand of 25 May 2025 which was addressed to the Defendant's present legal representatives by legal representatives acting on the Claimant's behalf?
8. The “*explanation*” as to why the Defendant did not oppose the claim is equally unpersuasive in the light of the lengthy correspondence which preceded the issuance of the claim. But I will accept, at least for present purposes, that the Defendant was not in wilful default. The major difficulty with the Application, as appears from what I have said, is that it does not disclose the real prospect of a successful Defence, as contemplated by article 22.8.1 of the Rules, which renders this case indistinguishable from *Gulf Insurance Group B.S.C v Al Jaber Engineering* [2025] QIC (F) 33.
9. The Defendant's further allegation is that, even if it failed to satisfy the test in article 22.8.1 of the Rules, there are other compelling reasons why default judgment should be set aside under article 22.8.2. But the only considerations relied upon in support of this allegation is that (i) refusal to do so would deprive the Defendant of its fundamental

right to have the dispute adjudicated on its merits; and (ii) that the balance of convenience favours the setting aside default judgment, in that the Claimant will still have the opportunity to prove its claim.

10. But although points (i) and (ii) in the paragraph above are weighty considerations, they both presuppose that the Defendant has disclosed a prima facie answer to the claim. In this regard, we must not lose sight of the “*Overriding Objective*” of this Court as formulated in article 4.1 of the Rules, namely, “*to deal with all cases justly*”, and its concomitant obligation in article 4.3.1 of “*ensuring that litigation before the Court takes place expeditiously and effectively, using appropriately no more resources of the Court and the parties than necessary*”. Setting aside default judgment and referring the matter to trial in a case such as this, where the Defendant has disclosed no sustainable defence, will offend these provisions, in that it will result in an unwarranted waste of money and time.
11. For these reasons, the Application for setting aside default judgment is refused. As to the matter of costs, I see no reason why the Defendant should not be directed to pay the costs incurred by the Claimant in opposing the Application, as it was entitled to do.

By the Court,



[signed]

Justice Fritz Brand

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

Representation

The Claimant/Respondent was represented by the Al Marri & El Hage Law Office (Doha, Qatar).

The Defendant/Applicant was represented by the Sharq Law Firm (Doha, Qatar).