محكمة قطر الدولية
ومركز تسوية المنازعات
QATAR INTERNATIONAL COURT
AND DISPUTE RESOLUTION CENTRE

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

Emir of the State of Qatar

Neutral Citation: [2025] QIC (F) 49

IN THE QATAR FINANCIAL CENTRE

CIVIL AND COMMERCIAL COURT

FIRST INSTANCE CIRCUIT

Date: 9 October 2025

CASE NO: CTFIC0016/2025

D

Claimant

v

E

Defendant

JUDGMENT

Before:

Justice Ali Malek KC

Justice Dr Georges Affaki

Justice James Allsop AC

Order

1. Within 21 days, the parties must agree upon a sole arbitrator for the purposes of clause 6.4 to resolve the dispute brought by the Claimant as to the transfer of shares in the Share Purchase Agreement.

2. Failing such agreement and notification to the Court as such, the Court will take steps and make any necessary order to appoint a sole arbitrator for the purposes of clause 6.4 under article 11 of the Qatar Arbitration Law (Law No. 2 of 2017).

Judgment

1. On 26 August 2025, this Court made orders and published reasons in this matter ([2025] QIC (F) 38). In its reasons, the Court expressed its satisfaction that it has jurisdiction, that is, curial authority to appoint an arbitrator to hear and determine a dispute between the Claimant and the Defendant pursuant to an arbitration clause in the relevant agreement between the parties. These reasons should be read together with the Court's earlier judgment.

2. That satisfaction was subject to the Claimant not having waived its contractual rights derived from the arbitration clause (clause 6.4) in the Share Purchase Agreement (the '**SPA**'). Thus, the Court gave directions for the parties to file submissions and any supporting material on the question of waiver.

3. The parties have now filed submissions in support of their position.

4. In light of all the available material filed, for the following reasons, it is clear that the Claimant has **not** waived his rights under clause 6.4 of the SPA to have the dispute referred to arbitration.

5. The claim concerns a sale of shares in a company for QAR 450,000. These shares represent 24.5% of the company's capital. The sale occurred pursuant to the SPA dated 30 May 2024. The Claimant claims that, having paid the purchase price, the Defendant failed to transfer the shares (see [2025] QIC (F) 38, at paragraph 2-7).

6. As explained in paragraphs 8-10 of the Court's earlier judgment, the Claimant, believing that this Court had no jurisdiction in the matter, sought to enforce clause 6.4

of the SPA in the Civil and Commercial Arbitral Disputes Circuit in the Court of Appeal (the '**CA**') by seeking from the CA an order appointing a sole arbitrator to resolve its claim. The CA concluded that it did not have jurisdiction or authority to appoint an arbitrator under clause 6.4 of the SPA; rather, it said that this Court had such jurisdiction.

7. It is important to understand that the Claimant did not seek substantive relief in relation to the transfer of shares in the proceeding in the CA. Rather, the relief sought by the Claimant was confined to seeking an order for the appointment of a sole arbitrator under and pursuant to clause 6.4 of the SPA.

8. Meanwhile, the Defendant, as a Claimant, commenced an action in the Investment and Trade Court. It was this separate action to which the Court referred in paragraph 12(ii) of its earlier judgment. In those proceedings, the Defendant (i.e., E) alleges substantive relief of over QAR 1,000,000, alleging unlawful competition and misappropriation of funds from the company by the Claimant (as a Defendant in those second proceedings), and removal of the Claimant from the company. As the Claimant put in its Reply in these proceedings:

> *... the merits of the case do not concern the Share Sale Agreement which stipulates arbitration, but rather other claims based on denying the Share Sale Agreement and considering it as non-existent, ...*

9. The Defendant (as Claimant) before the Investment and Trade Court, alleges that the SPA is a nullity for various reasons.

10. Once these essential facts are appreciated, it is clear that there has been no waiver. First, by bringing the action in the CA for the appointment of an arbitrator under clause 6.4 of the SPA, the Claimant was not acting inconsistently with that clause but rather was seeking to act under the clause. He had a mistaken belief that the Court (this Court) mentioned in the clause had no jurisdiction to appoint an arbitrator. So, he went before the CA.

11. Second, the second proceeding was not initiated by him. The Defendant brought it. The Claimant's participation (as a Defendant) in a case brought by the Defendant (as Claimant) is not an act inconsistent with the arbitration agreement in clause 6.4 of the SPA. The dispute reflected in the claims of the Defendant (as Claimant) in the second

proceedings is not the same dispute as reflected in the limited claim under the arbitration agreement brought by the Claimant, first in the CA, and now in this Court, only for the appointment of an arbitrator under clause 6.4 of the SPA.

12. Third, any conclusions that might be drawn from the Claimant (as Defendant in the second proceedings) not seeking to stay the second proceedings can be seen as irrelevant because it is concerned with a second and different claim in separate and different proceedings (brought by the Defendant) to that which he brings to seek to have an arbitrator appointed under clause 6.4 of the SPA to determine his dispute with the Defendant. The claim brought by the Defendant is a different dispute to that which the Claimant brought in the CA and now here. In any event, such inaction in not seeking to stay the Defendant's proceeding is not an unequivocal and clear omission inconsistent with his rights under clause 6.4 of the SPA.

13. There has been no unequivocally inconsistent act or omission by the Claimant contrary to clause 6.4 of the SPA and his rights thereunder.

14. We propose to give the parties an opportunity to agree upon an arbitrator. Failing their agreement, the Court will take steps to appoint an arbitrator under article 11 of the Arbitration Law (Law No. 2 of 2017).

By the Court,

[signed]

Justice James Allsop AC

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

Representation

The Claimant was represented by Mr Ahmed Bin Mohammed Al Thani of Qatar International Law Firm (Doha, Qatar).

The Defendant was represented by Mr Salah Al-Jalahma of the Salah Al-Jalahma Law Firm (Doha, Qatar).