



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

Neutral Citation: [2025] QIC (F) 51

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

Date: 16 October 2025

CASE NO: CTFIC0043/2025

F

Applicant

v

G

Respondent

JUDGMENT

Before:

Justice Fritz Brand

This judgment was issued to the parties on 16 October 2025. This copy has been anonymised by the Court for publication.

Order

1. The application is dismissed for lack of jurisdiction.
2. The Applicant is directed to pay the reasonable costs incurred by the Respondent in opposing the application, the quantum of such costs to be determined by the Registrar if not agreed.

Judgment

1. The Applicant, [***], is a law firm licenced in the Qatar Financial Centre (the ‘**QFC**’). The Respondent, [***], is a corporate entity established in the State of Qatar, but not within the QFC. The application is directly linked to an action instituted by the Applicant as Claimant in this Court ([***]; the ‘**Main Case**’) against another corporate entity called [***], which is incorporated in Lebanon (the ‘**Defendant**’).
2. The Applicant’s claim in the Main Case arises from an engagement agreement with the Defendant which was entered into on 20 May 2024 (though the Applicant claims it was first instructed in March 2023; the ‘**Engagement Agreement**’), under which the Applicant undertook to assist and advise the Defendant in arbitration proceedings between the Defendant and the Respondent (the ‘**Arbitration Proceedings**’). As compensation for the provision of these professional services, the Applicant and the Defendant agreed on the following fee structure, set out in Schedule 2 to the Engagement Agreement:

*The Client [the Defendant] has agreed to pay to the Firm [the Applicant] the equivalent of 4% [Four Percent] of any amount actually received by the Client as a result of any of the claims filed against the Adverse Parties whether following the enforcement of any arbitral award issued pursuant to the Arbitration or as a result of a settlement reached between the Client and any of the Adverse Parties or any [***] related entity at any stage. Any fees previously due and unpaid by the Client are hereby waived by the Firm.*

3. Clause 7 of the Engagement Agreement provides:

This Agreement may be terminated by the Client at any time provided that the Client shall be liable to the Firm for such Fees as have been accrued up until the date of termination.

4. On [***], two days before the award in the Arbitration Proceedings was due to be issued, as the Applicant contends in the Main Case, the Defendant terminated the Engagement Agreement without prior warning or complaint about the quality of the Applicant's services. The Applicant further alleges in the Main Case that the termination notice is a blatant attempt by the Defendant to avoid the payment of legal fees that have been earned by the Applicant over a period of two years in obtaining a favourable award in the Arbitration Proceedings.
5. While the Applicant does not know the value of the award or even in whose favour it was granted, it must be assumed, so the Applicant contends, that a favourable award was received by the Defendant, otherwise there would not have been a need to terminate the Engagement Agreement in an attempt to avoid the payment of legal fees. Accordingly, the Applicant's claim in the Main Case is essentially for an order, based on the assumption that the award was in favour of the Defendant, directing the Defendant to pay the equivalent of 4% of any sum awarded in favour of the Defendant, together with the legal costs incurred by the Applicant in pursuing its claim. Although the claim in the Main Case had been served on the Defendant, the latter is yet to file its Defence to the claim.
6. In the meantime, the Applicant has filed this application against the Respondent for an interim order:
 - i. directing the Respondent to disclose the award issued in the Arbitration Proceedings to both the Court and the Applicant; and
 - ii. if the award is in favour of the Defendant: (i) a freezing order preventing the Respondent from transferring the full value of the award to the Defendant, and (ii) an order directing the Defendant to pay the sum of 5% of the award into an escrow account pending judgment in the Main Case, such sum representing the amount due under the Engagement Agreement and an additional sum for costs and other amounts that may be awarded in any judgment in favour of the Applicant.

7. In support of the relief sought, the Applicant inter alia contends that:

*The relief sought is not intrusive to the Respondent; on the understanding that the award is in favour of the Defendant, the Respondent is in any event under an obligation to pay the 4%, it does not matter to the Respondent if this is paid directly to the Defendant or into an escrow account. The Defendant has shown very clearly that it is dishonest in its actions, and the granting of the relief sought will protect the Applicant's interest in the event of judgment in its favour, without which the Applicant may suffer significant loss. And that :“If the funds are not separately allocated and if they are paid directly to the Defendant, this might cause irreparable or immeasurable damage to the Applicant in furtherance of the conduct that has led to the dispute. The Defendant is a Lebanese company with no presence or assets in Qatar and enforcement of any judgment by the QFC court at a later stage, and once [***] [the Defendant] receives its monies from the Respondent, may prove to be very difficult if not impossible.*

8. The Respondent's first answer to the application relies on a challenge to the jurisdiction of this Court. In support of this challenge, the Respondent relies on the case of *Waqar Zaman v Meinhardt BIM Studios* [2024] QIC (F) 5, in which the Court stated the following in paragraph 7:

As a creature of statute, this Court has no inherent jurisdiction. Its jurisdiction is circumscribed by article 8.3 (c) of its creating statute, the QFC Law (No. 7 of 2005), and confirmed by the identical provisions of article 9.1 of the Regulations and Procedural Rules of the Court (the 'Rules').

(see also *Chancellor, Masters and Scholars of the University of Cambridge v The Holding W.L.L.* [2025] QIC (A) 6).

9. With reference to article 9.1 of the Court's Rules and Procedures (the '**Rules**'), the Respondent then contends, correctly in my view, that articles 9.1.1.1, 9.1.1.2, and 9.1.1.5 can find no possible application, which leaves articles 9.1.1.3 and 9.1.1.4 as the only potential candidates. In terms of these two articles, this Court has jurisdiction to determine:

9.1.1.3 Civil and commercial disputes arising between entities established in the QFC and contractors therewith and employees thereof, unless the parties agree otherwise.

9.1.1.4 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.

10. The Respondent argues that, having regard to articles 9.1.1.3 and 9.1.1.4, it is apparent that they do not apply. First, there is no contract between the Applicant and the Respondent, as contemplated in 9.1.1.3. Second, although it can be said that this application arises from a contract between the Applicant and the Defendant, and although the Applicant is an entity established in the QFC as contemplated in article 9.1.1.4, the Defendant is not an entity established in the State of Qatar, as required by that article. Accordingly, article 9.1.1.4 does not apply either.
11. Although the Respondent's argument is correct, as far as it goes, I believe it can be said to be flawed in that it presupposes the determination of a “dispute” between the Applicant and the Respondent while, in truth, there is no dispute between these two parties. The disputes presented for determination are between the Applicant and the Defendant arising in the Main Case. The relief sought by the Applicant in these proceedings is no more than an adjunct to those disputes.
12. As the basis for this relief, the Applicant relies primarily on article 10.3 of the Rules, which affords this Court jurisdiction to grant all such relief and make all such orders as may be appropriate and just, in accordance with the Overriding Objective of dealing with cases justly. On the basis of this article, the Court has in the past granted orders against non-parties to litigation akin to those sought by the Applicant herein, such as orders compelling disclosure and freezing injunctions (see e.g. *Azmeh and Nicol on the Law and Practice of the QFC Civil and Commercial Court and Regulatory Tribunal*, paragraphs 3.10 and 3.11).
13. In this light, there seems to be merit in the Applicant's submission that:

While the Respondent is not a QFC entity, it is registered in the State of Qatar, and neither the Qatar Financial Centre Civil Court Regulations and Procedural Rules [sic] nor the QFC Law prevent jurisdiction over such a party in circumstances when it is connected to a dispute over which the Court has jurisdiction.

14. My difficulty is that the submission is in direct conflict with the judgment of this Court in *Agudelo and Aponte v Horizon Crescent Wealth LLC and others v Qatar Financial Centre Authority* [2020] QIC (F) 11 (the ‘**HCW Case**’). In the HCW Case, the Claimants sought a disclosure order compelling the Qatar Financial Centre Regulatory Authority (the ‘**QFCRA**’), Qatar National Bank (‘**QNB**’) and Mashreq Bank to

disclose all bank statements, as well as a freezing order pertaining to HCW's bank accounts at these banks.

15. With regard to jurisdiction, the submission by Fieldfisher LLP, acting for the Claimants in the HCW Case, is recorded as follows in paragraph 15 of the judgment:

The Claimants submit that the Court has jurisdiction to make an order against QNB and Mashreq Bank: 'as the court has the equitable jurisdiction to make such third party disclosure orders where the party is likely to have relevant documents and the order is in the interests of justice. It is well established as a matter of common law that a disclosure order can be made against a third party where such disclosure is likely to assist in tracing assets in connection with a proprietary claim, as is the case here'.

16. Responding to this submission, the Court held, however, in paragraphs 16 and 17 of the judgment in the HCW Case:

Fieldfisher cite no authorities to support the submission that this Court has equitable jurisdiction in an application of this nature or indeed that the Court should in this type of case have regard to the common law. Neither QNB nor Mashreq Bank is a QFC company. Article 9 of the Court's Regulations and Procedural Rules defines the jurisdiction of the Court. Neither Mashreq Bank nor QNB falls within that definition. Accordingly, the Court does not have jurisdiction to join either QNB or Mashreq Bank as parties to these proceedings or to make an order for disclosure against either of them. The Court does not acquire those powers by way of some form of "equitable" jurisdiction, as has been suggested. This Court does not apply common law as a matter of course, and in any event it is not clear how practices in common law countries might explain how this Court would be enabled to exercise jurisdiction over Mashreq Bank or QNB which is not found in the QFC law or the Court's Regulations and Procedural Rules.

17. Since I can find no basis for distinguishing this case from the HCW Case, I conclude that this Court has no jurisdiction to grant the directions sought against the Respondent, which is not a QFC entity. For that reason, the application must fail.
18. As to the question of costs, no reason has been suggested by the Applicant, and I can think of none, why I should deviate from the general principle, confirmed by article 34.2 of the Rules, that costs should follow the event. Accordingly, that is the order I propose to make.

By the Court,



[signed]

Justice Fritz Brand

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

Representation

The Applicant was self-represented.

The Respondent was represented by Mr Josias de Salles and Mr Kyle Grootboom of Sharq Law Firm (Doha, Qatar).