



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

Neutral Citation: [2025] QIC (F) 52

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

Date: 19 October 2025

CASE NO: CTFIC0035/2025

MELIS ARSOUZI

Claimant

V

PROMAN LLC

Defendant

JUDGMENT

Before:

Justice Fritz Brand

Order

1. The Claimant's claims are dismissed with no order as to costs.

Judgment

1. The Claimant, Melis Arsouzi, is a Turkish national. The Defendant, ProMan LLC, is a company established and licensed in the Qatar Financial Centre ('QFC'). On 1 January 2025, the parties entered into a written contract of employment in terms whereof the Claimant was employed by the Defendant as a Senior Executive Assistant from the contract date for an indefinite period (the '**Employment Agreement**'). Clause 11 of the Employment Agreement provided however that it could be terminated by either party on one month's notice. On 15 July 2025, the Claimant's employment was terminated with one month's payment in lieu of notice.
2. Following these events, the Claimant commenced proceedings in this Court by serving a Claim Form on the Defendant on 1 September 2025, in which she seeks an order from this Court to reinstate her employment. Alternatively, the Claimant seeks payment of the sum of QAR 144,500 by way of salary arrears and other end-of-service benefits allegedly owed to her.
3. As the present dispute arises from an employment contract between an entity established in the QFC and its former employee, this Court has jurisdiction in terms of article 9.1.1.3 of the Court's Rules and Procedures (the '**Rules**').
4. According to the Claim Form, the amount claimed comprises the following:
 - i. The Claimant's full salary up to the end of 2025 (i.e. four and a half months, amounting to QAR 67,500).
 - ii. Payment in lieu of unused annual leave (10.5 days, amounting to QAR 5,250).
 - iii. The amount of the annual travel ticket stipulated in the Employment Agreement (QAR 4,250).
 - iv. Health insurance coverage for the remainder of the year (QAR 2,500).
 - v. The annual bonus, based on annual performance, in the estimated amount of QAR 15,000 for the year.

- vi. Compensation for arbitrary dismissal and material, moral, and psychological damage sustained by her (QAR 50,000).
5. The Defendant responded to the claim by filing a Statement of Defence with supporting documents to which the Claimant, who is not legally represented, filed a Reply. After perusing the pleadings and supporting documents submitted by both parties, I concluded that the dispute can be determined on the papers without the hearing of evidence or argument. Hence, I proceed to do so.
6. The Defendant's answer to the Claimant's claim for reinstatement, alternatively for her salary until the end of 2025, rests on clause 11 of the Employment Agreement, which provides:

11. TERMINATION OF EMPLOYMENT

11.1 Except during the probation period, where clause 2.2 will apply, in case of termination of employment, each party must provide the other with the following prior written notice:

- *(a) One (1) Month – of [sic] the contract is terminated during the first and second year of employment;*
- *(b) Two (2) Months – if the contract is terminated after the second year of employment;*

11.2 The Employer may terminate the employment at any time without notice or payment in lieu of notice in one of the circumstances described in Article 24 of the Regulations.

7. Since (i) the Claimant was no longer under probation, and (ii) her Employment Agreement was terminated during the first year, the Defendant was entitled, under clause 11.1, to terminate the Employment Agreement on one month's notice, which is what it did. In her Reply, the Claimant relies on various provisions of Qatari law. But the short answer to this reliance is in article 2(4) of the QFC Employment Regulations 2020 (the '**Employment Regulations**'), which provides, in relevant part, that "*no laws, rules and regulations of the State relating to employment shall apply to Employees [of QFC Institutions] whose employment is governed by these Regulations*".
8. Having regard to article 23 of the Employment Regulations, clause 11 of the Employment Agreement relied upon by the Defendant was valid and enforceable. Accordingly, the Employment Agreement was validly terminated on 15 July 2025. It follows that the Claimant has failed to establish any basis for her claim for reinstatement

of her employment. By the same token, she also failed to establish any basis for her alternative claim of QAR 67,500 representing her salary for 4.5 months until the end of 2025. Because the Employment Agreement was lawfully terminated in accordance with its express terms, the Claimant has no claim for a salary after that termination.

9. The same goes for her claims under paragraph 4(ii) for unused leave; and paragraph 4(iv) for “*health insurance coverage for the remainder of the year*” which both rest on the mistaken premise entertained by the Claimant that she was entitled to be employed by the Defendant for the remainder of 2025.
10. As to the claim under paragraph 4(iii) for “*the amount of the annual travel ticket stipulated in the contract*” (QAR 4,250), the Defendant’s answer relies on article 9.2.8(a)(v) of its Human Resources Manual, which was expressly incorporated into the Employment Agreement by clause 10. This article provides: “*Should an employee resign, or their services be terminated before completing the first year of service, the value of the allowance shall be deducted from their final dues*”.
11. As to the Claimant’s claim under paragraph 4(v) for her annual bonus in an amount of QAR 15,000, the Defendant relies on article 9.4 of its Human Resources Manual, which provides.

9.4 Annual Bonus

- a) *An annual bonus may be granted subject to the discretion of the Chairman and the Chief Executive Officer and shall be calculated in accordance with the Company’s financial performance results and the employee’s annual performance.*
12. Since the grant of an annual bonus was therefore expressly rendered subject to the discretion of the Defendant’s Chairman and its Chief Executive Officer, it follows that the Claimant has no claim to this bonus as of right. Of course, this discretion had to be exercised properly and in good faith, but there is no evidence to suggest that the Defendant’s senior officials had failed to do so (see *Mark Krombas v Epicure Investment Management LLC* [2023] QIC (F) 39).
13. In the light of my finding that the termination of the Employment Agreement was not unlawful or arbitrary, it goes without saying that her claim for general damages under paragraph 4(vi) cannot succeed.

14. In the end, the Claimant has failed to establish a basis for any of her claims, which means that they must all fail. What remains is the matter of costs. Since the Defendant is the successful party, it follows that, under the general principle formulated in article 34.2 of the Rules (namely, that the unsuccessful party pays the costs of the successful party), the Defendant is entitled to its costs. However, as appears from the proviso to article 34.2 of the Rules, this general principle is not written in stone, in that “*the court can make a different order if it considers that the circumstances are appropriate.*” In this case, I indeed find it appropriate to make a different order. The Claimant was unrepresented; had she been legally represented, this litigation, which was always hopeless, would probably not have ensued. In the circumstances, an order saddling her with the Defendant’s costs would be to add the proverbial insult to injury. Accordingly, I propose that 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 self-represented.

The Defendant was represented by the Abdulla Al-Saadi Law Firm (Doha, Qatar).