



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

Neutral Citation: [2025] QIC (C) 8

**IN THE QATAR FINANCIAL CENTRE
CIVIL AND COMMERCIAL COURT
COSTS ASSESSMENT**

Date: 19 October 2025

CASE NO: CTFIC0047/2024

ZIA UR REHMAN

Applicant

v

FORVIS MAZARS LLC

Respondent

JUDGMENT

Before:

Mr Umar Azmeh, Registrar

Order

1. The Respondent is to pay the Applicant the sum of **QAR 210** within 7 days of the date of this judgment.

Judgment

Background

1. On 17 February 2025, the First Instance Circuit (Justices Fritz Brand, Helen Mountfield KC and Dr Muna Al-Marzouqi; [2025] QIC (F) 9) granted the declaration sought by the Applicant, namely that the provisions of the QFC Employment Regulations (as amended) applied to his former contract with the Defendant and that the Labour Law (Law No. 14 of 2004) did not apply. The Court also dismissed the Defendant's jurisdictional challenge and counterclaim. The Respondent was directed to pay the Applicant's reasonable costs of the proceedings.
2. The Respondent applied for permission to appeal to the Appellate Division. Permission was refused on 14 May 2025 (Lord Thomas of Cwmgiedd, President, and Justices Her Honour Frances Kirkham CBE and James Allsop AC; [2025] QIC (A) 7).
3. The parties did not agree on the reasonable costs and therefore it falls to me to assess the quantum of those costs.

Approach to costs assessment

4. Article 34 of the Court's Rules and Procedures reads as follows:

34.1. The Court shall make such order as it thinks fit in relation to the parties' costs of proceedings.

34.2. The unsuccessful party pays the costs of the successful party. However, the Court can make a different order if it considers that the circumstances are appropriate.

34.3. In particular, in making any order as to costs, the Court may take account of any reasonable settlement offers made by either party.

34.4. Where the Court has incurred the costs of an expert or assessor, or other costs in relation to the proceedings, it may make such order in relation to the payment of those costs as it thinks fit.

34.5. In the event that the Court makes an order for the payment by one party to another of costs to be assessed if not agreed, and the parties are unable to

reach agreement as to the appropriate assessment, the assessment will be made by the Registrar, subject to review if necessary by the Judge.

5. In *Hammad Shawabkeh v Daman Health Insurance Qatar LLC* [2017] QIC (C) 1, the Registrar noted that the “... *list of factors which will ordinarily fall to be considered*” to assess whether costs are reasonably incurred and reasonable in amount will be (at paragraph 11 of that judgment):

- i. Proportionality.
- ii. The conduct of the parties (both before and during the proceedings).
- iii. Efforts made to try and resolve the dispute without recourse to litigation.
- iv. Whether any reasonable settlement offers were made and rejected.
- v. The extent to which the party seeking to recover costs has been successful.

6. *Hammad Shawabkeh v Daman Health Insurance Qatar LLC* noted as follows in relation to proportionality, again as non-exhaustive factors to consider (at paragraph 12 of that judgment):

- i. In monetary ... claims, the amount or value involved.
- ii. The importance of the matter(s) raised to the parties.
- iii. The complexity of the matters(s).
- iv. The difficulty or novelty of any particular point(s) raised.
- v. The time spent on the case.
- vi. The manner in which the work was undertaken.
- vii. The appropriate use of resources by the parties including, where appropriate, the use of available information and communications technology.

7. One of the core principles (elucidated at paragraph 10 of *Hammad Shawabkeh v Daman Health Insurance Qatar LLC*) is that “*in order to be reasonable costs must be both reasonably incurred and reasonable in amount.*”

8. The relevant principles from the caselaw are now codified into Practice Direction No. 2 of 2024 (Costs).

Submissions

9. In his costs submission (which included invoices and exhibits), the Applicant sets out the background to the matter, including that the Respondent filed an unsuccessful complaint against him before the Labour Disputes Committee.
10. The Applicant claims the following:
 - i. QAR 210 – translation costs.
 - ii. QAR 11,995 – costs before the Labour Disputes Committee plus compensation for his time.
 - iii. QAR unspecified for compensation in relation to the time he spent on the case before this Court, taking account of the “*fair market value*” of his salary, namely QAR 30,000-35,000 to award 1.5x his monthly salary, equating to – at the lower end of the bracket – QAR 45,000 (see paragraph 2 of his submission).
11. The Respondent’s case is that no translation fee should be awarded as the Court can translate relevant documentation free of charge; nothing relating to the proceedings before the Labour Disputes Committee should be awarded as they comprise a different set of proceedings; and that his further claim is unsubstantiated and should be dismissed.

Analysis

12. I have no jurisdiction to award any compensation or other legal costs associated with the Labour Committee dispute: I can only award sums in relation to these proceedings.
13. The Applicant has unfortunately not given an account of the time he spent on this case. He seeks QAR 45,000, comprising some 1½ months of work time as his estimate of his own current fair market value of his salary. As noted in the Practice Direction, the hourly rate for a litigant-in-person is QAR 100. This would therefore equate to 450 hours. This is grossly disproportionate on any measure. It is more than the figures that he quoted in his submission that lawyers would have charged. Indeed, in my view, even

taking account for the fact that he is a litigant-in-person, even 100 hours for this case would be disproportionate.

14. Unfortunately, in the absence of a proper record of any of the time that he spent on this case, or even a mention of specific hours (which his submission does not contain), I am unable to award him any costs at all.
15. There is a significant amount of information on our practices and procedures, available on our website. Parties absolutely must familiarise themselves with these rules. As I mentioned in *Aegis Services LLC v EMobility Certification Services and others* [2024] QIC (C) 2 at paragraph 76 (**emphasis added**):

*The Defendants were entitled to their reasonable costs in full. Indeed, there was a further judgment which underscored the costs liability of the Claimant to the Defendants. The Defendants entered into an arrangement as early as 6 June 2023. It is unclear why their legal representation was not disclosed at this stage. Had it been, the clock for the fees they are able to recover would have started much earlier and they would by extension, given what I have found, have recovered a much higher figure. **The Defendants may well feel hard done by at this result, but as noted above it underscores the importance of being familiar with the rules and practices of this Court...***

16. Whilst translation is not compulsory before this Court, it is a reasonable cost. The Applicant translated the Settlement Committee document and the NoC. He is entitled to this sum.

Conclusion

17. I award the Applicant the sum of QAR 210, to be paid to him within 7 days of the date of this judgment.

By the Court,



[signed]

Mr Umar Azmeh, Registrar

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

Representation

The Applicant was self-represented.

The Respondent was represented by the Ahmed Mohamednoor Al Mushiri Law Office (Doha, Qatar).