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

Emir of the State of Qatar

Neutral Citation: [2025] QIC (C) 10

IN THE QATAR FINANCIAL CENTRE

CIVIL AND COMMERCIAL COURT

COSTS ASSESSMENT

Date: 27 November 2025

CASE NO: CTFIC0028/2025

AIRDART TRADING QFZ LLC

Claimant

v

EXCELLENT FOOD TRADING WLL

Defendant

JUDGMENT

Before:

Mr Umar Azmeh, Registrar

Order

1. The Defendant is to pay to the Claimant the sum of QAR 3,500 by way of its reasonable costs forthwith.

Judgment

Background

1. On 7 September 2025, default judgment was issued on the Claimant's behalf in the sum of QAR 325,614. The Defendant was also directed to pay the reasonable costs incurred by the Claimant in relation to those claims, the quantum to be determined by me if not agreed.

2. On 16 October 2025, the Claimant notified the Court that the parties had been unable to agree on costs and sought QAR 12,500 by way of reasonable costs. On 6 November 2025, the Court wrote to the Defendant asking it to respond to the costs submissions of the Claimant by no later than 16.00 on 13 November 2025. The Defendant did not respond.

Approach to costs assessment

3. 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.*

4. 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.

5. *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.

6. 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*."

7. A further key principle, particularly pertinent in this case, is the notification principle. This essentially means that unless one party has notified the other party to litigation that it is legally represented, it is not entitled to its reasonable costs (*Fadi Sabsabi v Devisers Advisory Services LLC* [2023] QIC (F) 4). This is because a party proceeding in litigation not knowing that one's opponent is legally represented is unable properly to estimate its litigation risk. The principle was applied and developed in *Aegis Services LLC v EMobility Certification Services and others* [2024] QIC (C) 2, a case in which the successful Defendants were only awarded post-notification costs, namely costs after the point at which they had disclosed to the Claimant that they had engaged lawyers. Similarly, in *Waqar Zaman v Meinhardt BIM Studios LLC and another* [2025] (QIC) (C) 5, the Registrar was asked to make a pro bono costs order in relation to successfully resisting an application for permission to appeal; whilst deciding that in principle that the Registrar had jurisdiction to make a costs order, the Registrar determined that in this case the first point at which the Respondent had notified the Applicant that it had engaged legal representation was on the morning of the actual application for permission to appeal hearing. Using the notification principle, no costs order was made against the unsuccessful Applicant.

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

The instant case

<u>Claimant's submissions</u>

9. The Claimant's breakdown of the costs that it seeks is as follows:

    i. QAR 9,000: "*Drafting of pleadings, preparation of statements, review of documents, and legal research*".

    ii. QAR 1,000: "*Fees payable for registration of enforcement application before the Enforcement Court*".

iii. QAR 2,500: "*Administrative and legal fees for filing a travel ban request against the Defendant*."

10. The Claimant has provided a purported engagement letter dated 13 May 2025, along with a receipt for partial payment dated 23 October 2025. This engagement letter was provided during the cost assessment process, on 23 October 2025 itself, by email to the Court.

11. As noted, the Defendant did not respond to the invitation given to it by the Court for submissions.

Analysis

12. It seems to me that the Claimant is going to run into the same difficulty as the successful parties in *Fadi Sabsabi v Devisers Advisory Services LLC*, *Aegis Services LLC v EMobility Certification Services and others*, and *Waqar Zaman v Meinhardt BIM Studios LLC and another*.

13. When the claim was served via email on 29 July 2025, it was sent by a Mr Najeeb Syed from the Claimant using an 'airdart.me' email address. On 25 August 2025, after the period had expired for a Defence to be filed and served, Mr Syed again wrote from his airdart.me email address informing the Court that no Defence had been received and requesting default judgment. Moreover, the Claim Form, attached to the service email, on page 3 stated that the Claimant was "*SELF REPRESENTED (NAAJEEB HABEEB SYED)*".

14. I have noticed that copied into the Claimant's emails is "noushad.av@gmail.com". The lawyer that appears on the engagement letter and the receipt of partial payment is a one "*Advocate Noushad*". It appears that the email addressed referred to above probably relates to this individual. However, this is nowhere near sufficient to constitute notification that someone is legally represented. Given the fact that the Claim Form states that the Claimant is self-represented, and the fact that all emails on behalf of the Claimant were from an airdart.me email address (I ought to add with an Airdart email signature), there is no way that the Defendant could have known or inferred simply

from the Gmail address (noushad.av@gmail.com) that the Claimant was legally represented. I therefore deny the preparation and litigation costs in the sum of QAR 9,000 on the grounds that, on the evidence before me, the Defendant had not been notified that the Claimant was legally represented, applying the notification principle.

15. As for the enforcement costs in the sum of QAR 3,500 in total, these are fixed costs that would apply whether or not a party was legally represented. The Defendant did not satisfy the judgment and therefore has compelled the Claimant to approach the Enforcement Court. Enforcement costs are clearly reasonable costs – and the fees claimed are standard fees applicable in any enforcement case that must be paid in order to enforce any judgment – and I therefore award them in full.

Conclusion

16. The Defendant must pay the Claimant the sum of QAR 3,500 by way of its reasonable forthwith.

By the Court,

[signed]

Mr Umar Azmeh, Registrar

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

Representation

The Claimant was represented by Mr Noushad Al-Okkattil of the Fahad Al-Malki Law Office for Law and Legal Consultations (Doha, Qatar).

The Defendant did not appear and was not represented.