



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

Neutral Citation: [2025] QIC (F) 67

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

Date: 21 December 2025

CASE NO: CTFIC0034/2025

L

Claimant/Applicant

v

M

Defendant/Respondent

JUDGMENT

Before:

Justice Fritz Brand

This judgment was issued to the parties on 21 December 2025. This copy has been anonymised by the Court for publication.

Order

1. Pursuant to article 14(3) of the QFC Arbitration Regulations 2005 (as amended), the Court directs the appointment of a sole arbitrator under clause 31 of the Labour Supply Contract between the parties, dated [***] 2015, for the purpose of determining disputes arising out of or relating to the Contract, be undertaken and effected by the Registrar.
2. The costs occasioned by this application are to stand over for later determination.

Judgment

Background

1. Both parties are corporate entities registered and licenced to do business in the State of Qatar, but outside the Qatar Financial Centre (the ‘QFC’). The Defendant entered into a construction contract relating to Msheireb Downtown Doha Project. Subsequently, the parties entered into a subcontract, referred to as a Labour Supply Contract (the ‘Contract’), dated [***] 2015, in terms whereof the Claimant undertook to supply the labour force to be engaged by the Defendant in the Contract.
2. Arising from the Contract, the Claimant instituted action against the Defendant for payment of QAR 856,196 allegedly owing in the X Court. On [***] 2025, that Court gave judgment in favour of the Claimant for the amount claimed.
3. On appeal [***], the judgment was overturned on the basis that X Court lacked jurisdiction by virtue of an arbitration clause in the Contract. This prompted the Claimant to approach this Court for the appointment of an arbitrator in terms of the provision for arbitration in clause 31 of the Contract.
4. Clause 31 provided in relevant part:

If a dispute cannot be settled amicably within 14 days ... the dispute may be referred by either party to be finally settled by arbitration in accordance with the Arbitration Rules of the London Court of International Arbitration by one arbitrator appointed by [the defendant].

Any arbitration shall take in Qatar and the seat is the Qatar International Court and Dispute Resolution Centre in the Qatar Financial Centre, Qatar and the

proceedings shall be conducted, and all documentation shall be in the English language...

Proceedings before this Court

5. The Defendant has simply failed properly to engage in these proceedings. In consequence, the Claimant's application to this Court for the appointment of an arbitrator is unopposed.
6. The case has had a slightly unhappy history, but I am grateful to the Registry for being proactive and enabling it to reach this stage. Given that the parties were unable properly to progress the matter, it was listed for trial before me. Notice was sent to both parties via Registered Post. The order contained therein stated that the matter was listed for remote trial on 3 December 2025; that if either party wished to file further documentation it must do so no later than 30 November 2025; that each party was to confirm to the Court via email no later than 16.00 on 27 November 2025 if it intended to appear at trial; and that if either party did not confirm that it intended to appear at trial, the Court would either proceed in the absence of that party or vacate the trial and determine the matter on the papers.
7. In the event, on 27 November 2025, a representative of the Defendant emailed the Court noting that it was in liquidation under a named liquidator with a firm based in West Bay, Doha. The email also asked for the papers to be filed and served on the liquidator, and that the Defendant be given a further opportunity to respond to the claim.
8. The Letter of Issue is dated 24 August 2025. According to records provided to the Court by the Claimant, the claim documentation was sent to the Defendant's business address – prior to it going into liquidation – on 4 September 2025. As this was Registered Post, this provides an effective, deemed date, of service of 8 September 2025. The address to which the Claim Form and other documentation was served is the same address to which the Court Order noted at paragraph 6, above, was sent to the Defendant by the Court. It is wholly inadequate for the Defendant simply to write an email to the Court in the manner in which it has done, which provides scant explanation for not responding to the claim, and which does not make any formal application supported by any evidence whatsoever. I therefore refuse the request made in that email.

9. As for liquidation, as the proceedings began prior to the Defendant going into liquidation – according to the Defendant on 9 November 2025 – and the Defendant has not provided me with any reason that the proceedings should not continue (indeed, it has simply requested more time to respond to the claim, implying that it believes the claim can continue), I will proceed to judgment.

The issues

10. Yet, since both parties are non-QFC entities, the question arises under what legal regime the application should be considered. The reason for the question arising is that there are two arbitration regimes which may potentially apply, the one governed by the Law No. 2 of 2017 Promulgating the Civil and Commercial Arbitration Law (the ‘**2017 Arbitration Law**’), and the other by the QFC Arbitration Regulations 2005, as amended (the ‘**QFC Regulations**’).
11. The Appellate Division of this Court made it clear in *The Chancellor, Masters and Scholars of the University of Cambridge v The Holding WLL* [2025] QIC (A) 6 (the ‘**Cambridge Case**’) that the jurisdiction of the QFC Court could only be extended by primary legislation. In that case, two non-QFC entities sought to opt-in to the QFC Court for litigation based on the former article 9.2 of the Court's Regulations and Procedural Rules, which stated in part that the Court may take into account the expressed accord of the parties in deciding that it shall have jurisdiction. Our Regulations and Procedural Rules (now called the ‘**Rules and Procedures**’) are secondary legislation, and the question therefore in the Cambridge Case was whether secondary legislation can allow opt-in by non-QFC parties. The answer was a firm “no”.
12. In *D v E* [2025] QIC (F) 38, it was confirmed that the Cambridge Case does not preclude two non-QFC entities from choosing this Court as the Competent Court of their arbitration where the seat is the State of Qatar, usually expressed as “Doha” or “Qatar” (that is to say where the governing law that applies to that arbitration is the 2017 Arbitration Law) given the fact that the law allowing this Court to be the Competent Court (i.e. the 2017 Arbitration Law itself) is primary legislation. The definition of “Competent Court” in that Act is as follows:

The Civil and Commercial Arbitration Disputes Division of the Court of Appeal, or the First Instance Chamber Circuit of the Civil and Commercial Court of the Qatar Financial Centre, based on the agreement of the parties.

13. The arbitration clause in *D v E* stated the following:

Any disputes, claims or counterclaims arising out of or relating to this Agreement, or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, should be determined by arbitration in Doha, Qatar, before one arbitrator. The arbitration shall be administered by the Qatar International Court and Dispute Resolution Centre (QICDRC) pursuant to its rules.

14. With reference to this clause, the Court in *D v E* inter alia made the following findings:

- i. Although the reference is to the “*Qatar International Court and Dispute Resolution Centre*”, this must in the context be understood to mean “*QFC Court*”, as “*QICDRC*” is not a legal entity (paragraph 16).
- ii. “*Arbitration in Doha, Qatar*” in the clause could mean one of two things - that is to say, either one of the two seats in Qatar the QFC (under the QFC Regulations) or ‘Qatar’ (under the 2017 Arbitration Law) (paragraph 26).
- iii. “*Arbitration in Doha*” must be read with “*administered by the ... (QICDRC)*”. This was drafted by commercial people providing for the “*QICDRC*” (read as “*QFC Court*”) to administer the arbitration. As a Court, the QFC Court can only act as a Supervisory/Competent Court, and this is what “*administer*” must mean in this context (paragraph 28).
- iv. The clause could be read in one of two ways. One might mean arbitration “*in*” Doha (i.e. a Doha seat, of which there are two) administered by the QFC Court with a QFC seat pursuant to the QFC Regulations. However, as neither party is a QFC entity, the Cambridge Case might put the efficacy of the clause in doubt (paragraphs 28, 29 and 44).
- v. However, another meaning of the clause might be QICDRC (viz. the QFC Court) chosen as a Competent Court supervising arbitration in Doha i.e. but this time the other of the two seats, namely under the 2017 Arbitration Law (paragraphs 32 and 33). This construction was preferred by the Court. This avoids any doubts about two non-QFC entities using the QFC Regulations following the Cambridge Case (paragraph 34).

15. But in this case the arbitration clause is formulated with much greater clarity than in *D v E*. It pertinently determines the seat of the arbitration as the “*QICDRC*”. Now, of course, as mentioned above the ‘*QICDRC*’ is not a legal entity and is also not a seat of arbitration. However, the *QICDRC* (viz. QFC Court) is inextricably tied to the QFC and therefore on a purposive interpretation, I construe the clause as choosing the QFC as the seat of the arbitration (governed by the QFC Regulations).
16. Under those QFC Regulations the QFC Court can act as the Competent Court and therefore I construe the scheme envisaged by the parties as a QFC-seated arbitration with the QFC Court as the Competent Court.
17. This also brings article 6(1) of the QFC Regulations into play which expressly provides that “*Parts 1 to 4 of these Regulations apply where the QFC is the seat of the Arbitration.*”
18. That raises the question: does this construction offend against the principle established in the Cambridge Case? I think not.
19. On the contrary, I believe it is supported by the admirably clear summary in paragraph 45 of the Cambridge Case, that:

*As we have already mentioned, article 132 of the Constitution provides that the jurisdiction of the courts is to be set out in primary legislation. Any extension of jurisdiction would impact upon the jurisdiction of the other Qatari Courts as set out in the primary legislation establishing their jurisdiction. Therefore, when in 2017 the Law of Arbitration in Civil and Commercial Matters (Law No2 of 2017) was issued, specific jurisdiction in arbitration matter was conferred upon this Court by that primary legislation. As was observed by the FIC in *A v B* [2023] QIC (F) 15 at paragraph 8(i) when considering the jurisdiction provisions, the other national courts are the default courts in Qatar and only special provision can give this Court jurisdiction. (my emphasis)*

20. Accordingly, the primary legislative provisions of the 2017 Arbitration Law fit seamlessly into the Constitutional scheme by expressly bestowing jurisdiction on this Court to serve as the seat of arbitration proceedings between non-QFC entities. That jurisdiction is not derived from the secondary legislation in the QFC Regulations. The QFC Regulations were in existence when the primary legislation was promulgated. In accordance with the principles of statutory interpretation, it must therefore be presumed that the primary legislature was aware of article 2 of the QFC Regulations when the

2017 Arbitration Law was promulgated. As I see it, it must therefore be accepted that when the 2017 Arbitration Law afforded non-QFC parties the option to elect the QFC Court as the Competent Court in respect of arbitration in general in Qatar, this extends to the QFC Regulations regardless of whether any or no party is a QFC entity. This interpretation, will after all, have no impact on the jurisdiction of other Qatari Courts.

21. It follows, as I see it, that the application for the appointment of an arbitrator must be considered with reference to article 14 of the QFC Regulations. Since the requirements of that article have in my view been satisfied, the relief sought should be granted. Further relief sought, which impacts on the procedure to be adopted during the arbitration can in my view be left for the arbitrator to decide. As to the costs of this application, I find it appropriate to direct that these costs are to stand over for later determination.

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 not represented and did not appear.