



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

Neutral Citation: [2025] QIC (F) 68

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

Date: 24 December 2025

CASE NO: CTFIC0041/2025

AMANI AMORRI

Claimant

v

QLM SERVICES COMPANY LLC

Defendant

JUDGMENT

Before:

Justice Her Honour Frances Kirkham CBE

Order

1. The Court declares that the Defendant's dismissal of the Claimant was unlawful and discriminatory under the QFC Employment Regulations (as amended).
2. The Court directs the Defendant forthwith to deliver to the Claimant (i) a formal letter of termination of her contract of employment, and (ii) a clearance certificate.
3. Permission to the parties to apply in respect of this order.
4. The Court orders the Defendant to pay forthwith:
 - i. compensation of QAR 67,420 (salary and moral damages);
 - ii. \$3,500 to the Qatar Financial Centre Authority for contravention of article 42A of the QFC Employment Regulations (as amended); and
 - iii. the Claimant's costs of these Court proceedings, such costs to be determined by the Registrar if not agreed.

Judgment

Introduction

1. The Claimant, Dr Amorri, brings a claim against the Defendant, QLM Services Company LLC ('QLM'). She claims that she entered into a contract with QLM for employment as a Health Support Associate, and that QLM wrongfully terminated that contract by reason of her pregnancy.
2. Dr Amorri seeks the following:
 - i. A declaration that her dismissal was unlawful and discriminatory under the QFC Employment Regulations (as amended) (the '**Regulations**').
 - ii. An order directing QLM to issue an official termination letter and a clearance certificate.
 - iii. Compensation comprising:
 - a. Salary for two days worked: QAR 471.33.
 - b. Compensation under article 42A of the Regulations: QAR 42,420.

- c. Compensation for emotional distress: QAR 25,000.
 - d. Compensation under Schedule 1 to the Regulations for contravention of article 42A or such amount as the Court deems appropriate.
 - e. Compensation for breach of article 18(3) of the Regulations, to be assessed by the Court.
 - iv. An order for recovery of legal costs, including court filing fees and other necessary expenses.
3. QLM's case, as set out in its Defence and skeleton argument, is that:
- i. No employment relationship, whether express, implied, or otherwise, was ever established with Dr Amorri.
 - ii. Dr Amorri's non-disclosure of material information constituted a breach of the duty of good faith, and thus her "onboarding" at QLM was suspended.
4. The case was allocated to the Small Claims Track by the Registrar under Practice Direction No. 1 of 2022.
5. The Court has dealt with an earlier application by QLM which sought an order that the judgment in this case should be anonymised. The Court rejected that application as set out in [2025] QIC (F) 66.

Background

6. The parties filed pleadings, disclosed documents and filed witness statements and skeleton arguments. The case was listed for a remote trial on 4 December 2025. On 1 December 2025, Dr Amorri informed the Court that the birth of her baby was imminent – indeed the birth might have taken place on 4 December 2025 – and she asked for an adjournment. In its response QLM stated:

Given that the claim primarily concerns personal circumstances relating to the Claimant's health condition and the consequential impact on the Defendant's business operations, we respectfully submit that, in the interests of efficiency

and fairness, the Court consider issuing a summary judgment on the merits based on the evidence currently before it. In accordance with the Court's directions dated 05 November 2025, all Parties have diligently complied with the filing deadlines and have provided all documentation necessary for the Court to reach a just determination. Therefore, the Court is already in possession of the material required to bring this matter to a conclusion.

7. In her response Dr Amorri stated:

There are important factual matters in dispute, and for this reason, I respectfully oppose the Defendant's request for summary judgment. A hearing is necessary to allow the Court to consider the evidence from both sides properly.

8. The issues in this case are:

- i. Whether the parties entered into a contract of employment.
- ii. Whether Dr Amorri was in breach of any duty of good faith.
- iii. Whether QLM acted in breach of the Regulations in terminating Dr Amorri's contract of employment.
- iv. Whether Dr Amorri is entitled to any compensation and, if so, how much.

9. Both parties have filed detailed statements of case, witness statements and skeleton arguments. Both have disclosed documents. Without a hearing the parties would not have the opportunity to test the evidence: witnesses would not be cross-examined on their evidence. By their request for the matter to be dealt with on the papers and without a hearing, QLM have indicated that they do not wish to cross-examine Dr Amorri. She, however, has not indicated her willingness to forgo the opportunity to cross-examine QLM's witnesses.

10. Dr Amorri, in her statement, has given a detailed account of the events. QLM has filed witness statements made by (i) Dr Mohammed Mohammed (currently serving as QLM's Chief Medical Officer, Medical Department), and (ii) Mr Mark de Guzman (HR Associate in QLM's Administration Department). There is no significant difference between Dr Amorri's account and that given by Dr Mohammed and Mr de Guzman of relevant events. Cross-examination of QLM's witnesses is unnecessary to determine the issues.

11. This case is capable of determination without a hearing. The question of whether or not the parties entered into a contract can be determined by reference to the documents, which are clear. The subjective views of any one party as to whether or not a contract was formed are of no relevance here. It is not necessary to hear evidence on that point. The documents present a clear picture of the circumstances in which the contract was terminated.
12. QLM has provided no evidence, nor has it commented in its Defence or skeleton argument on the value of any compensation to be awarded to Dr Amorri if she is successful.
13. Neither party suffers an injustice if the issues are decided on the basis of the filed documents. It is in the interests of justice that cases are dealt with expeditiously and at proportionate expense. It is not necessary or desirable that there be a hearing, whether in-person or remote.

Factual history

14. Dr Amorri applied to QLM for employment as a Health Support Associate. She was interviewed on 4 June 2025 by members of QLM's Medical Department and Mr de Guzman. Her willingness to work shift patterns was raised; this was a general discussion, and no specific shift patterns were discussed. Dr Amorri's pregnancy was not discussed nor was she asked any question about pregnancy.
15. On 26 August 2025, QLM informed Dr Amorri that it wished her to proceed with her application. It asked her to submit documents, which she did. Dr Amorri completed QLM's Employment Application form and submitted this to QLM that day. The form asked the following questions: (i) "*Do you suffer from any disability or illness? If so What?*" Dr Amorri ticked the 'No' box, and (ii) "*Any other information you wish to add?*" Dr Amorri left the box blank.
16. On 4 September 2025, QLM's Chief Executive Officer sent Dr Amorri a letter. The heading to the text states "*OFFER OF EMPLOYMENT*". The letter began "*We are pleased to offer you an employment with our company on a monthly gross salary of QR 7,070 and your terms of employment will be ...*" The terms were then set out. The position was said to be that of Health Support Assistant. The letter listed other terms

including basic salary, allowances, annual leave, end of service gratuity, car loan, insurance, and non-compete and non-solicitation requirements.

17. The letter included: *“There shall be a probation period of six months for your employment. On satisfactory completion of your probationary period, your employment shall be confirmed”*.
18. The letter ended with the words: *“Please signify your acceptance of this offer by signing the attached copy of this letter”*.
19. At the end of the letter was a section which read: *“The above offer letter as per ref QLMHR25/200 with monthly salary of QAR 7,070 is accepted”*, and with a place for signature by Dr Amorri. She signed beneath those words and dated her signature as 7 September 2025. That day she emailed QLM stating that she had signed, and she returned to QLM the signed letter of offer.
20. On 8 September 2025, QLM emailed Dr Amorri confirming receipt of the signed offer letter and stating that it would proceed with the *“onboarding”* process.
21. QLM then sent an email stating *“In preparation for your official joining below kindly bring the following documents for verification”* (the documents were then listed). The documents showed Dr Amorri under *“Employee name”* in the role of Health Support Assistant. The commencement date was shown as Sunday 14 September 2025. The document also included an *“employee number”*.
22. On 10 September 2025, QLM sent an internal email announcing Dr Amorri as a new colleague. The email described her as an *“employee.”*
23. On the morning of 14 September 2025, Dr Amorri, and another new employee, attended at QLM’s premises. They met Mr de Guzman and dealt with formalities, including signing a number of documents at QLM’s request. In these she was described as an *“employee”*. Mr de Guzman conducted a presentation concerning QLM’s policies, culture and expectations. Dr Amorri was introduced to the team she was to join, including Dr Eman Mohamed, her manager, and Ms Loida Javier, the line manager.

24. Ms Javier asked Dr Amorri if she was pregnant. Dr Amorri replied that she intended to disclose her pregnancy. Ms Javier said that the matter would be discussed with HR.

25. In the early afternoon of 14 September 2025, Mr de Guzman sent an internal email to report that QLM had conducted the HR induction, and that Dr Amorri was now being handed over to Dr Mohamed. He said they were “*endorsing ... this new member of your team to undergo a more detailed technical training in your department...*” Dr Amorri spent the rest of that day integrating with her team.

26. At 21.33 on 14 September 2025, Dr Mohammed emailed QLM colleagues stating:

I would like to escalate a concern regarding one of the recently onboarded staff members. She is in an advanced stage of pregnancy and will shortly be unavailable due to maternity leave. This situation will render the head count unproductive, and considering our current constraints, we are not in a position to sustain a role that becomes inactive so soon after hiring. I kindly request HR to urgently review this case and take the necessary steps to bring this employment to an end in order to safeguard business continuity during these challenging times.

27. On 15 September 2025, an email reply to Dr Mohammed stated:

After further investigation ... kindly note that the employee has not disclosed that she is pregnant in the employee application form, nor did she seem visibly pregnant when she was onboarded yesterday... Kindly advise whether to proceed with her employment or not.

28. QLM decided to terminate Dr Amorri’s employment.

29. When Dr Amorri arrived for work on 15 September 2025, she was informed that, following discussions between the Medical Department and HR, QLM would not be continuing her employment due to her pregnancy. She was asked to attend the HR department. Dr Amorri became distressed. A member of the HR Department told her informally that her pregnancy was not a problem and that she would be entitled to take unpaid maternity leave.

30. She was then left for some time with no one speaking to her. Eventually, Dr Amorri was told that QLM had decided to terminate her employment. She was asked why she had not disclosed her pregnancy. She explained that she believed that her pregnancy would not affect her ability to perform her duties. She said that pregnancy could not be a reason for her dismissal; she would be able to work for three months before her

maternity leave and then return. Her manager replied that, after returning from maternity leave, Dr Amorri might have forgotten what she had learned.

31. At QLM's request she returned the materials she had been given. She asked whether any formal procedure was required before she left. The senior HR manager simply told her to leave.

32. On 16 September 2025, Dr Amorri emailed QLM stating:

I am writing to follow up on my employment status with QLM. As discussed I was instructed to stop working on 15.09.2025 due to my pregnancy yet I have not received any written confirmation of termination or clearance documentation. I have been waiting for the official termination letter but to date it has not been provided. It is important to note that this dismissal was a unilateral decision made by the company despite my commitment to fulfil my duties and continue working. Furthermore, the matter of the possibility of me being pregnant was not asked about neither during the interview nor at any stage of the hiring process, and there was no requirement for me to disclose it. For my legal protection and administrative requirements I kindly request the following documents: (1) An official termination letter confirming my employment at QLM and stating the effective date of termination and reason for termination. (2) A clearance letter confirming that all obligations on my part have been settled.

33. Dr Amorri goes on to refer to article 39 of the Qatar Labour (Law No. 14 of 2004), and 42A of the Regulations. Dr Amorri wrote:

Since I was dismissed explicitly because of my pregnancy this raises serious concerns regarding compliance with the law. Trust that the company will act properly and provide the required documentation without delay. I would appreciate your confirmation within 2 working days.

34. On 17 September 2025, QLM replied:

With regards to your email, kindly note that we could not complete your onboarding at QLM due to the fact that you failed to disclose your pregnancy in your employment application form. As such the onboarding team only found out that you were at an advanced stage of pregnancy on the date of joining, without disclosing this to the organisation at any stage of the recruitment process. Accordingly we were unable to proceed with issuing you an employment agreement to sign on your DOJ. To be explicitly clear this decision was made solely due to the failure to disclose material information during the recruitment process and not because of the fact that you are pregnant. As such your onboarding was not completed and no employment relationship was established with QLM. Please note that the company remains fully committed to equal opportunity and non-discrimination and this matter relates strictly to

the integrity of the recruitment process and the obligation to provide accurate and complete information.

Did the parties enter into a contract?

35. Whether or not a contract was formed is an objective question. In this case, the issue falls to be decided on the basis of the relevant documents, and not on any subjective views or beliefs of the people involved.
36. Details of the relevant documents and events are set out above. It is clear that a contract of employment was entered into by QLM and Dr Amorri. The terms of QLM's offer of employment are clearly set out in QLM's letter of 4 September 2025. Dr Amorri explicitly accepted the offer by signing a copy of the offer letter on 7 September 2025. All relevant terms are contained in those documents. The contract of employment was thus formed on 7 September 2025.
37. The subsequent exchanges between the parties indicate that QLM themselves recognised that they had engaged Dr Amorri as a Health Support Associate.
38. QLM's case is that the offer letter expressly conditioned employment on the completion of onboarding, so that any representations or impressions provided during the recruitment process were subject to revision pending fulfilment of these conditions. That submission is factually incorrect: the offer letter includes no such express condition.
39. There is no foundation for QLM's defence that no employment relationship was constituted. Its case that no contract would be formed until Dr Amorri had completed QLM's "*onboarding*" exercise on her first day is simply not credible. The "*onboarding*" steps were of the sort which new employees are commonly taken through on their first day of work. These steps were taken after contract formation. Even if there were any force in QLM's submissions as to the effect of the "*onboarding*" exercise, their own case is negated by the evidence in their internal emails that QLM considered that the "*onboarding*" exercise had been completed.
40. QLM relies on the fact that its offer letter of 4 September 2025 stated that the offer to Dr Amorri was conditional upon satisfactory completion of the probation period. They submit that "*contract confirmation*" would occur only at that point. This does not

provide QLM with any defence. It is not uncommon for a contract of employment to contain a requirement for successful completion of a probationary period. That does not mean that no binding contract would exist until satisfactory completion of such a period. The requirement, in this case, for a probationary period does not prevent formation of a contract.

41. QLM also submits that Dr Amorri's alleged breach of her duty of good faith prevented the formation of a contract. The questions of disclosure and good faith are discussed in the next section. Here, any non-disclosure did not prevent, and could not have prevented, formation of a binding contract.

42. QLM's defence that no contract came into existence is contrived and untenable. It is clear that a contract of employment existed between QLM and Dr Amorri. That contract was summarily terminated by QLM on 15 September 2025.

Was Dr Amorri guilty of acting in breach of the duty of good faith?

43. QLM's case is that Dr Amorri was under a duty to disclose the fact that she was pregnant in her application, and at the latest before she arrived for work on her first day. Her failure to disclose this amounted to a breach of her duty of good faith.

44. As set out above, QLM's application form did not ask the applicant to state whether she was pregnant. The form asked whether Dr Amorri suffered from any disability or illness. Pregnancy is neither an illness nor a disability. It is a normal physiological condition. Dr Amani's answers to that question are not inaccurate.

45. QLM's case is that an applicant's pregnancy is material information. Failure to disclose material information is contrary to the duty of good faith embedded in the QFC Contract Regulations 2005. The duty of disclosure under article 33 of the QFC Contract Regulations 2005 imposes an obligation to reveal facts that are materially relevant to the formation of a contract. QLM submits that Dr Amorri's omission created a material misapprehension on the part of QLM, undermining the possibility of reaching a consensus ad idem. It submits that pre-contractual dealings under the QFC regime require parties to act honestly, transparently, and in accordance with reasonable commercial standards. Dr Amorri's non-disclosure regarding a fact that directly affected her immediate availability has the ability to hinder her capacity to assume shift-

based duties, and suitability for a role involving physically demanding night rotations amounted to a breach of duty.

46. In his statement, Dr Mohammed referred to the operational requirements of his department and the requirements of the role of Health Support Associate. He referred to operational pressures which required constant staffing, rapid processing and immediate decision making throughout the day, and the need for uninterrupted focus. None of these tasks is incapable of being carried out by a pregnant woman. Dr Mohammed referred to shift working. He expressed the view that Dr Amorri would not be able to accommodate the department's urgent operational requirements.

47. Dr Mohammed's evidence in summary is:

The decision to suspend her onboarding was driven primarily by consideration for her wellbeing in light of her advanced pregnancy. In parallel it was also based on the operational needs at that time, as the role required immediate, uninterrupted presence to maintain continuity of medical operations and adequate staffing.

Is QLM liable to Dr Amorri?

48. Article 42A of the Regulations provides:

42A Termination after Marriage or Maternity Leave

The Employer cannot terminate the employment of a female employee for reasons of marriage or pregnancy. If an Employer terminates the Employment of a female Employee within the 6 months after her marriage or childbirth, the Employer must prove the termination is not because of marriage or pregnancy. If the Employer fails to provide such proof, the Employer must pay compensation equal to the salaries the Employee would have earned from the date of termination to the date on which the 6th month from marriage or childbirth ends.

49. Schedule 1 to the Regulations sets out the financial penalties for contraventions of the Regulations. For contravention of article 42A the financial penalty is up to \$3,500.

50. Thus, pregnancy is given protected status by the Regulations. In circumstances where it is unlawful to terminate a contract of employment by reason of pregnancy, it cannot be said that a prospective employee has an obligation to disclose pregnancy, in the absence of any health or safety risks or specific health issues, or that failure to do so

amounts to a breach of good faith. The burden is on the employer to prove that termination was not by reason of pregnancy.

51. QLM has not demonstrated that Dr Amorri was subject to a duty of good faith to disclose her pregnancy before the employment contract was entered into or after the contract was formed. QLM has not proved that Dr Amorri was in breach of such duty.
52. QLM now seeks to show that the role was one which a pregnant woman would not have been able to undertake. There is no evidence to support this. QLM's case is purely supposition. This was an office-based job with administrative duties. There is no suggestion that the role involved the ability to undertake physically demanding tasks or that the role involved any safety or other risks. QLM has provided no evidence to suggest that pregnancy would adversely affect Dr Amorri's ability to undertake the work. It suggests that Dr Amorri would not have been able to cope with working night shifts. But no one discussed with Dr Amorri how her pregnancy might impact her ability to perform the tasks required by the role. No one raised with her the effect (if any) on her well-being of undertaking the role. Her evidence is that she had been able to work night shifts in a previous role while pregnant.
53. Pursuant to article 42A of the Regulations, QLM must prove that termination of Dr Amorri's contract of employment was not because of her pregnancy. It has failed to do so. Dr Mohammed's evidence and QLM's internal emails show that QLM terminated the contract because Dr Amorri was pregnant. She would need maternity leave, and this would impact on "*business continuity*". Termination was contrary to article 42A of the Regulations and thus unlawful.
54. Further, QLM's failure to assess the situation objectively before terminating Dr Amorri's employment and their treatment of her on 15 September 2025 indicate clear and unacceptable discriminatory behaviour.
55. In summary, the parties entered into a contract of employment. QLM terminated it, summarily and without notice. It terminated in contravention of article 42A of the Regulations and thus unlawfully.

Compensation

56. By reason of QLM's breaches, Dr Amorri is entitled to be paid compensation as follows:

- i. In respect of the salary Dr Amorri would have been paid if her contract had not been terminated, she seeks payment of a sum equivalent to 6 months' salary, as provided by article 42A of the Regulations. As QLM has failed to prove that Dr Amorri's dismissal was not because of her pregnancy, QLM must pay her compensation as provided by article 42A, namely 6 months' salary i.e. $\text{QAR } 7,070 \times 6 = \text{QAR } 42,420$. That figure takes account of and includes payment for the two days on which Dr Amorri attended work.
- ii. QLM's behaviour was not only unlawful, it also caused Dr Amorri emotional distress. For her this was an upsetting and humiliating experience. Dr Amorri suffered distress as a consequence of QLM's actions and behaviour. She was asked to leave abruptly. This was not done in private. It was witnessed by other employees. No warning had been given. Understandably, Dr Amorri was upset not only by the decision but also by the way in which QLM approached her dismissal. For the emotional distress which she suffered as a result of QLM's actions and behaviour Dr Amorri seeks the sum of QAR 25,000. In the circumstances here that is a fair sum, payable in respect of her emotional distress and reflecting QLM's discriminatory behaviour, and thus I award moral damages in that sum.

57. Schedule 1 of the Regulations sets out financial penalties for contraventions of the Regulations. For contravention of article 42A the penalty is up to \$3,500. QLM is liable to pay the relevant authority a penalty in the sum of \$3,500.

58. QLM has failed to issue the documentation needed on termination of a contract of employment. It has offered no explanation. Its only excuse appears to be the untenable assertion that there was no contract of employment. Dr Amorri needs the formal documentation consequent upon termination of employment. She is entitled to the order she seeks requiring QLM to issue an official termination letter and a clearance

certificate. The parties should deal with these formalities immediately. The Court gives permission to either party to apply in the event that these obligations need clarification or if any further order is needed.

By the Court,



[signed]

Justice Her Honour Frances Kirkham CBE

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

Representation

The Claimant was self-represented.

The Defendant was represented by International Law Chambers LLC (Doha, Qatar).