محكمة قطر الدولية
ومركز تسوية المنازعات
QATAR INTERNATIONAL COURT
AND DISPUTE RESOLUTION CENTRE

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

Emir of the State of Qatar

Neutral Citation: [2026] QIC (C) 1

IN THE QATAR FINANCIAL CENTRE

CIVIL AND COMMERCIAL COURT

COSTS ASSESSMENT

Date: 11 January 2026

CASE NO: CTFIC0013/2025

M

Applicant

v

N

Respondent

JUDGMENT

Before:

Mr Umar Azmeh, Registrar

This judgment was issued to the parties on 11 January 2026. This copy has been anonymised by the Court for publication.

Order

1. The Respondent must forthwith pay the Applicant the sum of **QAR 101,001**.

Judgment

Introduction

1. On [***], an arbitral tribunal issued an award by consent requiring the Respondent to pay to the Applicant the sum of QAR 1,700,000 within 90 days of that award, namely by [***].

2. Unfortunately, the Respondent did not see fit to honour that award and refused to make payment to the Applicant.

3. As a result of that refusal, the Applicant commenced proceedings to enforce that award before the QFC Court by way of an application filed on 12 March 2025. Happily, those proceedings were successful and concluded on 10 July 2025, with the Applicant receiving the monies due under the [***] award through various enforcement measures.

4. The Applicant subsequently approached the Respondent to seek agreement on its legal costs. Agreement was not reached and therefore the matter comes before me for assessment.

Approach to costs

5. 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.

6. 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.

7. *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.

8. 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*."

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

Submissions

10. Eversheds Sutherland (International) LLP, on behalf of the Applicant, filed and served submissions on 13 October 2025, which inter alia stated as follows:

i. The total costs incurred during the enforcement proceedings as at that date were QAR 121,953, which encompassed the enforcement proceedings (QAR 74,008) and the costs proceedings (QAR 47,945).

ii. The costs are reasonable for the following reasons:

a. The Applicant was successful in the enforcement proceedings: despite repeated reminders to pay, the Respondent failed to do so; this compelled the Applicant to commence proceedings before the QFC Court and the SJC Enforcement Court; those proceedings were complex and necessitated significant engagement with both courts; and that the outcome (namely the successful recovery of the award) demonstrates that the Applicant's actions were justified and effective, and that the costs of this process should be borne by the Respondent.

b. The Applicant sought to avoid proceedings: the Applicant acted in good faith and attempted to secure voluntary payment, including offering staged payments; the Respondent did not engage properly; and, therefore, the Applicant exhausted all reasonable attempts to secure the money and was left with no alternative other than formal proceedings.

c. The costs are proportionate (enforcement): the application to enforce was detailed and necessitated significant liaising with the QFC Court and the SJC Enforcement Court, including in-person visits; resources were properly allocated and the work comprising 35 hours was proportionate to the size and complexity of the proceedings which involved new and unfamiliar procedures; and the allocation of the internal resources of the lawyers and the hourly rates are reasonable.

d. The costs are proportionate (costs): the total of 24.9 hours are reasonable in relation to the complexity of the matter which entailed a review of previous correspondence and documentation; and the resource allocation was also appropriate.

11. Annexed to the Applicant's submissions were the Final Consent Award, various email correspondence relating to payment of the award, and the enforcement application.

12. The Respondent's submissions dated 11 November 2025 made, inter alia, the following points:

i. No further submissions on costs should be permitted after the Respondent's submission, or if such submissions were permitted, no costs should be permitted.

ii. I should consider whether these proceedings are a nullity as the submissions by the Applicant neither refer to an existing process nor appear properly to commence a new process.

iii. The QFC Court does not have jurisdiction to make the determination because (a) neither party is a QFC entity; (b) the Final Consent Award does not note the applicable enforcement court; and (c) simply enforcing the award does not necessarily mean there is further jurisdiction to determine costs of enforcement.

iv. The costs claimed are grossly exaggerated as the figure claimed is approximately one-third of the reasonable costs of the arbitration proceedings (GBP 79,659.30).

v. The costs of the enforcement proceedings seem to be made up primarily of administrative matters which could have been undertaken by non-lawyers, and the rates charged are excessive.

vi. As no court order was made for costs prior to enforcement, the matter is now res judicata.

13. Annexed to the Respondent's submission was various email correspondence concerning the costs of the enforcement.

14. The Applicant's Reply, dated 18 November 2025, stated inter alia as follows:

i. The nullity argument made by the Respondent is baseless because, among other things, the Rules and Procedures of the Court make provisions for costs of the "*proceedings*"; and the enforcement proceedings were properly before the QFC Court and the jurisdiction to make a costs order flows from that jurisdiction.

ii. The jurisdiction of the QFC Court is founded in the parties' agreement in the subcontract which designates the QICDRC as the seat of arbitration; the costs application is not an addition to the award but an independent statutory power that is separate; and jurisdiction is now res judicata in any event.

iii. The award finalised the costs of the dispute and the arbitration and could not have resolved the costs of enforcement; in any event, arbitration costs are irrelevant to the enforcement costs as they are different processes; the costs of the arbitration are limited as they were subject to agreement the enforcement was not "simple"; and the work was not primarily administrative and required complex legal analysis.

iv. The submission that the costs matter is res judicata demonstrates a fundamental misunderstanding of the Court's procedures – the enforcement application contained a request for costs, and these are dealt with after the relevant substantive matter.

v. The additional costs for the Reply comprise QAR 9,818 (4.9 hours) which brings the total claimed to QAR 131,771.

Analysis

Costs of Reply

15. The Respondent submitted that after its Response to the Applicant's costs submissions I should not permit further submissions or if I did that no costs should be awarded. I decline this invitation: in this Court the applicant has the right of reply as a matter of course. This is a matter of procedural fairness. I see no reason to deviate from this rule on this occasion.

Proceedings as a nullity

16. The practice in this Court is that once the substantive issues in a particular case are dealt with, the costs of that case are dealt with through this costs assessment process. Each case has a case number beginning in this Court with 'CTFIC', and the costs proceedings are part of that case number. The instant case has the case number CTFIC0013/2025. Simply that the costs application did not bear this case number is a clear matter of form over substance and is not something that renders these costs proceedings a nullity. It is very clear to which case this relates.

Jurisdiction

17. Taking each argument on jurisdiction in turn:

i. The Respondent submits that this Court has no jurisdiction to deal with the matter as neither party is a QFC entity. It is right that neither party is a QFC entity. However, Law No. 2 of 2017 (the '**2017 Law**') gives this Court the jurisdiction to act as a Competent Court in arbitrations seated in Qatar. This jurisdiction extends to either Doha/Qatar seated arbitrations (namely under the 2017 Law) – see for example *D v E* [2025] QIC (F) 38), or QFC seated arbitrations (namely under the QFC Arbitration Regulations 2005 as amended (the '**Regulations**') – see *L v M* [2025] QIC (F) 67). This is whether or not any party is a QFC entity. Therefore, even with an imperfect arbitration clause which might not be entirely clear as to whether the matter is seated in Doha/Qatar or the QFC, this Court would have jurisdiction whichever way the clause were constructed.

ii. It is right that the Final Award does not note the applicable enforcement court. It reads as follows: "*Place of Arbitration: Qatar International Court and Dispute Resolution Centre (QICDRC) in the Qatar Financial Centre, Qatar (QFC)*." As noted in both *D v E* and *L v M*, the 'QICDRC' is not a 'seat' of arbitration. The QICDRC is the umbrella name for the QFC Court, QFC Regulatory Tribunal, and other ancillary departments/services. Neither is it an arbitral institution. However, the QFC is a seat of arbitration (wherein arbitration is governed by the Regulations). In *L v M*, the Court was faced with a similarly imperfect (and similarly worded) arbitration clause which noted that the seat of the arbitration was the "*Qatar International Court and Dispute Resolution Centre in the Qatar Financial Centre*". The Court, at paragraph 15, noted the following:

> *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).

I see no reason not to follow the reasoning of the Court to construe the clause in the instant case in the same manner in which this Court did in *L v M*, namely with the seat of the arbitration being the QFC and therefore with the Regulations applying. The QFC Court is the default Competent Court under the Regulations. With that in mind, it would be in my view illogical for these matters to be dealt with by another court. Even if I am wrong about this and the 2017 Law applies rather than the Regulations, it is clear that the parties wished for this Court to deal with this matter, and again decoupling this process to be dealt with by another court has no foundation in logic – as mentioned, this Court may still act as a Competent Court.

iii. This application does not seek "*to add*" to the arbitral award, but seeks costs of the application for enforcement. These are costs incurred by the Applicant given the intransigence of the Respondent in simply refusing to pay its dues. As noted by the Applicant, this is a statutory power under article 34 of the Court's Rules and Procedures (which are secondary legislation) for costs.

Res judicata

18. The Respondent submits that given that the Applicant's application for enforcement sought costs and that costs were not awarded prior to this process, that lack of an order for costs means that a determination has already been and that res judicata applies. The Respondent has not pointed to any authority that supports the contention that the lack of a decision by the Court can have the same effect as a decision by the Court on the issue (see *Mohammed Afzal Hossain v Gulf Insurance BSC (C)* [2025] QIC (F) 56 which suggests that res judicata depends on an "*order of the Court*" at paragraph 6). Furthermore, the practice in this Court is for costs to be determined after the substantive issue, in this case enforcement, has been dealt with. Res judicata does not apply. There is nothing in this point.

Enforcement costs

19. As a preliminary, this enforcement process was not a simple one. The primary reason for this was because the enforcement procedures underwent significant change with the passing of the Judicial Enforcement Law (Law No. 4 of 2024). This was the first arbitration award that the QFC Court was asked to enforce since that law came into force. The procedures were therefore untested. There was necessarily a significant amount of liaising to do with both the QFC Court and the SJC Enforcement Court (and, of course, this was also therefore the first occasion on which the SJC Enforcement Court had received an application for the enforcement of an arbitral award from the QFC Court so there were two sets of procedures to go through). My view is that this process was complicated. There were, for example, issues concerning powers of attorney (not required at the QFC Court but required at the SJC Enforcement Court), payment of fees, which individual should be named on the application, and final judgment certificates to obtain etc: none of these were previously required and there was necessarily some trial and error involved.

20. As a second point to make clear, the hourly rates charged by Eversheds Sutherland (International) LLP are standard in the market in Qatar for an international law firm and are therefore reasonable (see, for example, *Sami Mahgoub Mohammed Moustafa v Sharq Insurance LLC* [2025] QIC (C) 9 at paragraph 24).

21. As a final preliminary point, I repeat something that ought to be trite but clearly it is not given the number of times that it is made: if parties ignore their financial obligations – indeed in this case this was an agreed outcome – and compel the other party or parties to resort to court to enforce those obligations, they must understand that additional financial liabilities will likely follow. In this case, the Respondent agreed to pay QAR 1,700,000, and simply ignored that obligation. Ironically, the Applicant recovered that sum, and therefore clearly the Respondent was able to meet that financial obligation. Had it simply paid when the sum became due way back in February 2025, it would not be facing an application of over QAR 130,000 by way of costs. The Applicant submits its costs in this scenario would have been zero. It is a highly unsatisfactory way to proceed.

22. The Respondent has not identified specific items in any of the three ledgers submitted by the Applicant that it contends are unreasonable, although it makes the general point that the initial claim of QAR 121,953 is "*grossly exaggerated*", and that the QAR 74,004 seems "*to have been made up primarily of administrative matters … none of which comprise particularly complex legal issues and could easily have been undertaken by non-lawyers*". It makes the further point that approximately half the hours are allocated to lawyers rather than paralegals, presumably suggesting that the lawyer component ought to be lower. Given that no specific items have been addressed, I will not undertake that exercise by myself, developing the line of reasoning that I used in *Sami Mahgoub Mohammed Moustafa* [2025] QIC (C) 9 at paragraph 21: parties cannot expect – where they do not highlight specific items or undertake that analysis by themselves – the Court to perform this function for them. Again, as I noted in that judgment in the same paragraph, it may create unfairness on the costs seeking party. However, the quantum will still be assessed carefully to ensure that a reasonable figure is awarded, as the law requires me to do.

23. The Applicant claims 35 hours for a total of QAR 74,004. Looking at the matter in the round, I am satisfied that 30 hours was reasonable to undertake this difficult enforcement task which had no precedent in the QFC Court. I am satisfied that the 1.9 hours of partner time is a reasonable proportion of the total (QAR 7,049). I agree with the Respondent that more of the work ought to have been undertaken by a paralegal. Therefore, of the remaining 28 hours, I allocate 10 to the senior associate (QAR 29,700) and 18 to the paralegal (QAR 30,510). This is a total of **QAR 67,259**.

24. In terms of the costs, the Applicant's bill for the initial costs submission is for 24.9 hours totaling QAR 47,945. I am satisfied that 30 minutes of partner time is reasonable (QAR 1,454). I am going to trim down the Senior Associate's time from 6.5 to 3 hours for the tasks noted therein (QAR 8,910). The paralegal undertook just under 18 hours to draft and amend this costs submission. This is effectively two full days of work. This is not in my view a reasonable amount of time to spend on this submission. I am prepared to allow a full day's work on this for drafting, discussing and amending the submission for a total of

8 hours (QAR 13,560). This is a total allowed for the initial costs submission of **QAR 23,924**.

25. The Applicant's Reply seeks QAR 9,818 for 4.9 hours of work. Given the number of issues that the Respondent raised in its Response, I am satisfied that this is reasonable and the split of work within the team is also appropriate. I will allow this in full for a total of **QAR 9,818**.

26. My preliminary figure by way of costs is therefore **QAR 101,001**.

Reasonableness

27. For costs to be allowable they must be reasonable, which in this Court means reasonable in amount and reasonably incurred. I am satisfied that all the tasks noted on the ledgers provided by the Applicant are reasonable and therefore the costs relating to those tasks reasonably incurred.

28. As to the specific reasonableness tests set out in Practice Direction No. 2 of 2024 (Costs):

    i. The conduct of the Respondent has been poor. It agreed to pay a certain amount and then simply ignored its obligation, despite reminders and an offer of staged payments. No explanation whatsoever has been given. I repeat, had it paid what it agreed to pay – the amount in any event recovered by the Applicant – it would not be facing any costs. It is the author of its own misfortune.

    ii. The Applicant indeed attempted to resolve the matter by offering staged payments: clearly this was not taken up by the Respondent.

    iii. I have no evidence of specific settlement offer during the costs process but the sum in the Final Award was a settlement in itself; thus, the Respondent effectively settled and agreed to pay a sum, only to renege on its own agreement.

iv. Of course, the Applicant has been entirely successful in recovering the sum the Respondent agreed to pay and did not pay through the enforcement process. That said, this factor is not relevant to this situation as the Practice Direction, using specific language of a party being "*successful*", is referring to litigation success rather than recovery by way of enforcement. I therefore do not take account of it.

29. As to proportionality, Practice Direction No. 2 of 2024 (Costs) directs me to the following:

i. The amount to be enforced was QAR 1,700,000. My preliminary figure of QAR 101,001 is under 6% of that total. To a certain extent I agree with the Applicant that one ought not to conflate the costs of the arbitration to the costs of enforcement as they are not directly comparable and are completely different processes. That said, a disproportionate level of costs in relation to the global sum in the arbitration would not be acceptable. However, QAR 101,000 to secure a sum of QAR 1,700,000 is clearly proportionate in my mind.

ii. The matter was clearly important in that this was an agreed outcome which prevented costs from going even higher. Agreements are meant to be kept – particularly in a situation in which they are designed to reduce costs – and the Applicant was fully justified in pursuing the matter in this way.

iii. As noted, the enforcement process was complicated and raised a number of difficult matters to be explored for the very first time.

iv. With the deductions that I have made I am satisfied that the time I have allowed and the manner in which the work was undertaken, namely the spread of resources within the Applicant's legal team, was entirely appropriate.

30. I have come to the clear conclusion that the final sum of QAR 101,001 is entirely reasonable: each item was reasonably incurred and reasonable in amount following the

deductions that I have made. I also reiterate that the overall sum I am now awarding is proportionate taking account of the factors in the preceding paragraph.

Conclusion

31. I direct that the Respondent must pay to the Applicant the sum of QAR 101,001 forthwith.

By the Court,

[signed]

Mr Umar Azmeh, Registrar

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

Representation

The Applicant was represented by Eversheds Sutherland (International) LLP

The Respondent was self-represented.