



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

**Neutral Citation: [2026] QIC (F) 3**

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

**Date: 11 February 2026**

**CASE NO: CTFIC0037/2025**

**ABDULRAHMAN RAYYAN AL-RAYYAN**

**Claimant**

**v**

**TRICION DOHA QFC BRANCH**

**Defendant**

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**JUDGMENT**

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**Before:**

**Justice Ali Malek KC**

## Order

1. Claims dismissed.
2. No order as to costs.

## Judgement

### Background

1. The Claimant ('**Mr Al-Rayyan**') is an individual who currently resides in the United Arab Emirates. He left Qatar in 2024. The Defendant ('**Tricion**') is a branch of Tricion Inc. and is registered in the Qatar Financial Centre (the '**QFC**'). It is licenced to perform management operations for Tricion Inc. and its group companies.
2. Mr Al-Rayyan brings a claim against Tricion, alleging he was employed by Tricion and that Tricion has failed to pay salary and other remuneration to which he was entitled as an employee. In support of his claim, he relies on various documents, including an agreement dated 1 September 2021 and a very similar agreement executed in February 2023, that form the basis of his contractual claim as an employee. He also states that he performed material, operational, and commercial duties as an employee of Tricion for which he has not been paid.
3. The Claim Form seeks unpaid salary in the sum of QAR 45,000 per month from September 2021 as well as "*consequential damages*" of two years' unpaid tuition fees, six months' rent and "*damages for... financial hardship and reputational harm suffered*".
4. Tricion disputes that any contract of employment was entered into between Tricion and Mr Al-Rayyan. In particular, Tricion contends that Mr Hall (the Managing Director of Tricion) and Mr Al-Rayyan were friends and that there was no contract of employment between Tricion and Mr Al-Rayyan; it is said that the documents relied upon by Mr Al-Rayyan were never intended to be legally binding but were produced as a result of friendship to enable Mr Al-Rayyan to show sponsorship for Qatari residency permits and/or to assist in raising finance. Tricion says that the documents were created as a favour, and fictitious documents were produced on the basis that they would never be used by Mr Al-Rayyan against Tricion for financial gain. Other defences included lack of jurisdiction and limitation. It was

confirmed at the hearing that the former defence was not pursued since the Court has jurisdiction in this matter because of Tricion being registered in the QFC.

### **The evidence/hearing**

5. The evidence before the Court included the following:
  - i. A written contract dated 1 September 2021 described as a Contract of Employment (the '**2021 Employment Contract**'). An agreement on substantially the same terms was entered into on 20 February 2023 (the '**2023 Employment Contract**').
  - ii. A separate written agreement of the same date (1 September 2021) stating that there was no contract of employment and that the 2021 Employment Contract was executed solely for the purpose of obtaining residency and financial related approvals (the '**Acknowledgement Agreement**').
  - iii. Various documents dealing with Mr Al-Rayyan's apparent status with Tricion are referred to in the parties' skeleton submissions.
  - iv. Written statements from Mr Al-Rayyan and Tricion's representatives.
6. Mr Al-Rayyan was cross-examined on his witness statement. He elected not to ask any of Tricion's witnesses questions (Mr Hall, Mr Al-Emadi, and Mr Veetil). Their evidence was therefore unchallenged. Mr Al-Rayyan asserted that, apart from Mr Hall, none of these witnesses had personal knowledge of the matters covered by their evidence and that no weight was to be given to their evidence. As it happens, none of this evidence advanced matters significantly as they were at a high level of generality, and it is unclear who (apart from Mr Hall) had direct knowledge of the matters covered in this evidence.
7. The Court has considered the evidence in the round. Where the evidence conflicts, it resolves it by reference to credibility, consistency with contemporaneous documents, and consistency with the parties' objective conduct.

8. The Court received oral submissions from Mr Abdelrahman El-Nemr on behalf of Mr Al-Rayyan and from Mr Abullah Al-Haji on behalf of Tricion. These submissions were succinctly presented.

## The Facts

9. The 2021 Employment Contract is an important document. It is on this document that Mr Al-Rayyan is suing. There is limited documentary evidence concerning its background.

10. Mr Al-Emadi states in his witness statement that he is a mutual friend of Mr Al-Rayyan and Mr Hall. He says that, on an unspecified date and occasion, and in Mr Al-Emadi's presence, Mr Al-Rayyan requested Mr Hall to assist him with matters related to Mr Al-Rayyan's family in Qatar, including "*opening a bank account, and renting a residence by providing an employment contract with a high salary, as such documents are required by the governmental authorities in the State of Qatar*".

11. He gives evidence that a similar arrangement had been entered into involving Mr Hall. This was in relation to a Qatari company called the Ajyal Group and AJ Commercial Mediation ('AJM'). This company sponsored Mr Hall and at the direction of Mr Al-Rayyan (who owned 25% of the company), an employment contract was issued in favour of Mr Hall stating that QAR 45,000 per month would be paid but as Mr Al-Emadi states in his evidence:

*...the employment contract was only for purposes of establishing residency, opening a bank account, etc. Neither AJM nor [Mr Hall] ever expected to exchange any money based on this contract. [Mr Hall] later transferred his sponsorship to his own company, [Tricion].*

12. Before turning to the evidence of Mr Al-Rayyan and Mr Hall, it is necessary to look at the 2021 Employment Contract in more detail. It contains the typical provisions found in an employment agreement, including provisions addressing remuneration, duties, termination, and other incidental terms. It is, by clause 12.1, governed by the QFC Employment Regulations (as amended) and by clause 12.2, the "*Laws, Regulations and Rules of the QFC, including the QFC Employment Regulations, will apply to any*

*disagreement, grievance, dispute, legal action or proceedings arising out of or in connection with this Agreement”.*

13. The remaining key provisions for present purposes are these:

#### ***1. COMMENCEMENT OF EMPLOYMENT***

*1.1 This Agreement is for an undefined term, commencing on the 1st of September, 2021 (01/09/2021).*

*1.2 Either Party may terminate this Agreement at any time giving the other Party a written notice, in accordance with clause 2.2 and 10 of this Agreement.*

#### ***2. PROBATION***

*2.1. The Employee is subject to a probationary period of 6 months with effect from the Commencement Date.*

*2.2 During the probationary period either Party may terminate this Agreement at any time by giving the other Party at least two (2) weeks written notice.*

#### ***3. JOB TITLE AND DUTIES***

*3.1 The Employee's position is Executive Vice President (EVP).*

*3.2 The Employee may be required to undertake other duties from time to time as the Employer may reasonably require according to its organizational or business needs.*

*3.3 During the validity of this Agreement the Employee undertakes not to accept or take on any position, office or employment with employers other than the Employer identified in this Agreement, except with the prior written consent of the latter.*

#### ***5. WORKING HOURS***

*5.1 The weekly working hours are flexible and not to exceed 48 hours Per week.*

*5.2 The Employee working 6 hours or more Per day is entitled to daily intervals for prayers, meals and rest of at least one hour in the aggregate which are not included in the calculation of the working hours.*

*5.3 The Employee may be required to work additional hours as may be necessary for the proper performance of your duties, subject to Articles (30) and (31) of the Regulations.*

#### ***10. TERMINATION OF EMPLOYMENT***

*10.1 In case of termination of employment after the completion of the probation period, where clause 2.2. will apply, each party must provide the other with the following prior written notice:*

- (a) one (1) month if the continuous period of employment is between three (3) months and less than five (5) years, or*
- (b) three (3) months if the continuous period of employment is five (5) years or more.*

*10.2 The Employer may terminate the employment at any time without notice or payment in lieu of notice in one of the circumstances described in Article 24 of the Regulations.*

14. The 2021 Employment Contract, on its face, appears to be a normal employment contract. However, Mr Al-Rayyan, on the same date as the 2021 Employment Contract, entered into what was described as an “Acknowledgement and Release Agreement” (the Acknowledgement Agreement in 5(ii) above) with Tricion.
15. The preamble of the Acknowledgement Agreement states “A. [Mr Al-Rayyan] has requested an employment agreement for the purposes of renting an apartment or opening a bank account” and “B. [Mr Al-Rayyan and Tricion] wish to clarify the terms on which Compensation will be due to [Mr Al-Rayyan]”. It was signed by Mr Hall as CEO of Tricion and Mr Al-Rayyan.
16. The material terms of the Acknowledgement Agreement are these:

#### ***1. DEFINITIONS***

*1.1 “Profit Goal” shall mean the point at which Tricion achieves a net profit of at least USD \$1,000,000, as determined by Tricion’s audited financial statements prepared in accordance with [IFRS/GAAP].*

*1.2 “Compensation” shall include salary, allowances, bonuses, benefits, or any other form of payment or remuneration.*

*1.3 “Employment Agreement” shall mean a formal written agreement executed by both Parties outlining the terms of AR’s employment or engagement with Tricion.*

#### ***2. COMPENSATION TERMS***

*Until the Profit Goal is achieved and a new Employment Agreement is executed, Tricion shall not be obligated to pay AR any Compensation for services rendered prior to or during the term of this Agreement.*

### **3. PRIOR AGREEMENTS**

*Any employment agreement entered into prior to the Profit Goal (a “Prior Agreement”) shall serve solely as evidence of the Parties’ intent to collaborate and may be presented to third parties for purposes such as securing leases or financial services. Such Prior Agreements shall not create any legally binding obligation for Tricion to pay Compensation to AR.*

17. What the Acknowledgement Agreement records is some form of remuneration to Mr Al-Rayyan based on net profits payable only after Tricion achieves a net profit of at least \$1m on terms of an employment contract to be entered in the future. The Acknowledgement Agreement is premised on the basis that there was no existing employment contract between the parties that had legal effect.
18. The Court now turns to what is said by Mr Al-Rayyan. In his witness statement, he states that the parties entered into the 2021 Employment Contract and he relies on its terms. No mention is made of the Acknowledgement Agreement in his witness statement. However, in a response dated 4 November 2025 to a request for clarification from the Court, he stated:

*The second document, titled Acknowledgement and Release Agreement, was subsequently presented to me by Mr John Hall, who required that I sign it following the execution of the Employment Agreement. I was informed that its purpose was to satisfy internal corporate formalities required by Tricion’s parent office and to acknowledge profit-based internal accounting expectation. For the avoidance of doubt, the recitals in that document were drafted entirely by the employer, are not admissions by me, and as recitals are non-operative and cannot alter the effect of the signed Employment Agreement. It was never intended, nor represented to me, as a substitute or replacement for the Employment Agreement already in force.*

19. Mr Hall’s evidence as set out in his witness statement is that:

*I had a personal friendship with [Mr Al-Rayyan], and as a result of that relationship, he requested that I provide him with an employment contract showing a high salary, so that he could submit it to the relevant authorities in order to facilitate personal matters related to his family, including renting a residence.*

20. As to the Acknowledgement Agreement he says it “*clearly states that the employment contract was not a real employment contract and was executed for administrative purposes*”. Mr Hall does explain why he was content to provide this document for what he calls “*administrative purposes*”, but Mr Al Emadi’s witness statement says that Mr Al-Rayyan “*convinced [Mr Hall] that these procedures were normal and routine procedures in Qatar, and all companies usually do the same*”. The same point is made in Tricion’s Defence. It is Tricion’s case, therefore, that there was nothing wrong in providing untrue documents.

21. The Court notes that the 2021 Employment Contract and the Acknowledgement Agreement cannot both represent the parties’ true agreement as to Mr Al-Rayyan’s employment status. The first presents the relationship as one of employment, with the usual etceteras of an employment contract; the second denies that any employment relationship existed and asserts that no such legal rights or obligations were intended to arise.

22. It is therefore necessary for the Court to determine, objectively and by reference to the evidence as a whole, what legal relationship the parties truly intended to create, and what relationship in fact existed in practice.

23. The Court turns now to the evidence of what happened after the 2021 Employment Contract was entered into. Mr Al-Rayyan’s case turns on looking at subsequent conduct that he says is consistent with the binding nature of the 2021 Employment Contract and status as an employee. In this respect, he relies on two matters.

24. First, Mr Al-Rayyan relies on a number of documents that he contends support his employment status with Tricion. These are as follows:

- i. A letter dated 3 March 2021 sent by Mr Hall, as the CEO of Tricion Inc., to the Commander of the Qatar Emiri Air Force and Air Logistics Command. The letter is copied to Mr Al-Rayyan who is described as “*Tricion Qatari Representative*” at his email address.

- ii. The 2023 Employment Contract is substantially the same as the 2021 Employment Contract. On the same date, Mr Hall signed a No Objection Certificate ('NOC') confirming that Tricion had no objection to Mr Al-Rayyan opening a bank account in his name.
- iii. On their face alone, these documents strongly support Mr Al-Rayyan's case. But it is necessary to look at the background to the 2023 Employment Contract and NOC. There was an exchange of WhatsApp messages between Mr Al-Rayyan and Mr Hall dated 19 February 2023. Mr Al-Rayyan asked him to supply:

*...the same past documents regarding the same past documents regarding the no objection to establish an account at the bank and a salary certificate of no less than 30,000 QAR so I can leverage from QNB first, premier sort of incentives.*

Mr Hall replied saying that he had the old contract, which appears to be a reference to the 2021 Employment Contract, but that he might need help on drafting an Arabic NOC. The second WhatsApp message of 19 February attaches a draft of the 2023 Employment Contract and the NOC.

- iv. An undated document on Tricion's headed paper stating:

*Abdulrahman Al Rayyan was born in Qatar and educated at the University of Cambridge and the Gulf English School where he excelled at Business Management, Accounting and Marketing.*

*He is currently the primary point of contact for all projects in, and connected to, Qatar as the Executive Vice President of Tricion Doha QFC Branch. He is also Advisor to the Chairman of Bandary International Group – a portfolio of over three dozen companies worth billions of dollars with extensive government and commercial projects.*

*Prior to his current positions, Abdulrahman served as a Board Member of Rayyan & Partners Accountancy Firm and the Ajyal Group of which is was also a founder. He was also a Managing Director of YML Commercial Mediation LTD and Founder and Senior Managing Director of Bandary International Group's Food & Beverage.*

This document may have been supplied with a letter from Tricion Inc. dated 14 April 2023, as it refers to biographies. Mr Al-Rayyan stated in his oral evidence that he had not been educated at Cambridge University as stated in this biography.

- v. A “*to whom it may concern*” document dated 28 August 2023, signed by Mr Hall as CEO of Tricion Inc., stating:

*This letter is to confirm that Abdulrahman Al Rayyan, a Jordanian National, holding Qatar ID ... is Tricion’s Vice President of MENA Operations. Should you have any further inquiries, please feel free to contact me at...*

- vi. A salary certificate dated 14 February 2024, signed by Mr Hall of Tricion Inc., certifying that Mr Al-Rayyan was employed by Tricion and stating that he was receiving a monthly salary of QAR 45,000. Tricion’s case is that this document was a forgery. Mr Al-Rayyan denied this, contending that it had been sent to him by email. He no longer had access to the relevant emails. The Court is not satisfied on the evidence that it was forged. It is, however, another example of a document that is said by Tricion to be false.

25. Second, in addition to these documents, Mr Al-Rayyan relies on the fact that between 2021 and 2024, he was actively engaged in Tricion’s business in a senior executive capacity. He listed those activities as including “*strategic engagement, preparation and coordination of proposals, participation in planning and development initiatives, and representation of [Tricion’s] in dealings with institutional counterparties*”.

26. This work was set out in more detail in a submission filed by Mr Al-Rayyan:

*The Claimant’s work was not symbolic or superficial but constituted a top-level executive and representative role carried out for the benefit of the company within the State of Qatar including:*

- i. *Representing the company before the Qatar Emiri Air Force in relation to the aircraft cockpit development project;*
- ii. *Corresponding with His Excellency the Deputy Prime Minister and Minister of State for Defence Affairs concerning defence and strategic projects;*

- iii. *Coordinating the project for promoting geographic intelligence capabilities (GEOINT) under the supervision of Mr Robert Cardillo, former Director of the National Geospatial-Intelligence Agency (NGA);*
- iv. *Participating in the planning of visits by military intelligence and technical delegations;*
- v. *Managing and conducting official communications with governmental and security authorities; and*
- vi. *Performing additional tasks of a varied and significant nature as directed by the Defendant.*

*These tasks are:*

- **Documented** by official correspondence; B-030
- **Executed** in the Claimant's capacity as the representative of Tricion Doha QFC; and
- **Constitute** the core of the company's operations within the State of Qatar.

27. This account of what happened is contradicted in the evidence served by Tricion. Mr Hall says in his evidence, “*I can further testify that [Mr Al-Rayyan] never worked for the company, nor did he bring any projects or business to the company*”. Mr Al-Emadi says that Mr Al-Rayyan never requested any salary or wages from Mr Hall. Mr Veettil says in his statement that Mr Al-Rayyan “*never received any salary or wages from the company, and I am aware of this because I was deeply involved with such matters*”.

28. It is common ground that no salary or remuneration was paid by Tricion to Mr Al-Rayyan. However, Mr Al-Rayyan gave oral evidence at trial that he repeatedly made oral demands to Mr Hall for salary that were rejected on the basis that the Tricion lacked the financial resources to pay him. He says that expenses were paid using credit cards provided to him by Mr Hall. This covered both expenses while working for Tricion as well as personal expenses.

29. The breakdown in any relationship between Mr Al-Rayyan and Tricion is covered in the witness statements. Mr Al-Emadi says that Mr Al-Rayyan did not pay Mr Hall what was due in relation to a Lamborghini. This is also mentioned by Mr Veettil, who also makes mention of Mr Al-Rayyan bringing what he calls a “*fraudulent lawsuit*”.

30. Judgments have been obtained against Mr Al-Rayyan. The details of these judgments are somewhat obscure, and they were not provided to the Court. The Court was told that Mr Al-Rayyan is challenging them on the basis (inter alia) that they were made in his absence and without his knowledge. The Court does not consider these judgments to be relevant to the matters in dispute.

### **Decision**

31. The Court's task is not to determine status by labels alone. The fact that a document is called an employment contract is capable of being strong evidence of employment, but it is not conclusive if the evidence shows that it was not intended to operate as the true and enforceable agreement between the parties.

32. The Court must determine the parties' true relationship having regard to the written agreements, the surrounding circumstances, the purpose for which the documents were executed and the parties' subsequent conduct in practice.

33. Where, as in the present case, the parties have executed documents which are inconsistent, the Court must scrutinise the circumstances closely. A party cannot simply select the document that best suits its case without addressing the other evidence which bears on whether the relevant document was intended to take effect according to its terms.

34. The Court finds that the 2021 Employment Contract was not intended to create a genuine contract of employment. This conclusion is reached for the following reasons.

35. First, as to the background, the Court referred to the documents in Mr Al Emadi's evidence. He refers to a similar scheme to that related to Mr Al-Rayyan involving Mr Hall that pre-dated the 2021 Employment Contract. The fact that the salary amount was the same, QAR 45,000, in both documents suggests that the earlier agreement formed the basis for drafting the 2021 Employment Contract. The Court accepts Mr Al-Emadi's evidence that neither Mr Hall's contract of employment with AJM nor Mr Al-Rayyan's contract of employment with Tricion were intended to be binding and giving rise to rights to salary, whether in the amount stated of QAR 45,000 or any sum.

36. Second, Mr Al-Rayyan's case places heavy reliance on the 2021 Employment Contract. In isolation, it is a document which would ordinarily support the conclusion that Mr Al-Rayyan was an employee of Tricion. However, the 2021 Employment Contract cannot be considered in isolation.
37. The Acknowledgement Agreement is explicit in its terms and directly addresses the very issue that is now in dispute concerning whether or not it was intended that the 2021 Employment Agreement was legally binding or, as Tricion alleges, whether it was "*fictitious*". It follows that the 2021 Employment Agreement is not a free-standing document but must be considered alongside the other contemporary documents.
38. The Court finds that the Acknowledgement Agreement reflected the parties' true intention at the time and rejects the argument that it was a mere formality without legal effect or a document for Tricion's own internal purposes. It was a contemporaneous record of the basis on which the 2021 Employment Contract was executed. There is no evidence before the Court as to why Tricion would have needed the Acknowledgement Agreement for its own purposes.
39. Third, the Court finds that the 2021 Employment Contract was executed for a reason or reasons that included supporting Mr Al-Rayyan's residency approval process and to help get a bank account. That finding is supported by the existence and content of the Acknowledgement Agreement. As explained below, this means that Qatari authorities were vulnerable to being misled into thinking that Mr Al-Rayyan was employed by Tricion. Banks were similarly at risk of being misled. It follows that the 2021 Employment Contract was not intended to create enforceable employment obligations between the parties and did not govern their relationship *inter se*.
40. The 2023 Employment Contract and the NOC do not change the position. The 2023 Employment Contract does not create an employment relationship between Mr Al-Rayyan and Tricion or affirm the existence of such a relationship. It is in substantially the same terms as the 2021 Employment Contract. The WhatsApp messages above are consistent only with the 2023 Employment Contract being produced to enable Mr Al-Rayyan to show

it to banks. The salary figure of QAR 45,000 was made up to show (as Mr Al-Rayyan requested) a salary of more than QAR 30,000.

41. Fourth, the Court finds that the parties' conduct after the 2021 Employment Contract is consistent only with there being no contract of employment between them. Although Mr Al-Rayyan appears to have undertaken some work for Tricion, the nature and extent of that work are unclear, not least because of the absence of contemporaneous documents. The decisive question is not whether work was done, but whether it was done pursuant to an employment relationship characterised by mutual obligations. On the evidence, the practical incidents of employment were absent, or at best weak.

42. In particular:

- i. There is insufficient evidence of the ordinary features of employment, such as consistent payroll treatment, structured leave arrangements, performance management, or disciplinary processes.
- ii. The evidence does not show the degree of day-to-day direction and control that would ordinarily characterise employment.
- iii. Mr Al-Rayyan was not shown to have been integrated into Tricion's organisation in the manner typically expected of an employee.
- iv. The non payment of any salary over a sustained period confirms that there was no employment relationship. A real employee would have called for payment of salary. This never happened at the material time. Mr Al-Rayyan, in his oral evidence, suggested that there had been multiple oral requests for payments and that Mr Hall declined to pay due to financial difficulties. The Court rejects this evidence as being unlikely and lacking commercial sense. Had Mr Al-Rayyan been entitled to payment of salary, it is reasonable to suppose that he would have pressed for payment in written communications.

43. The overall picture is more consistent with an informal arrangement under which Mr Al-Rayyan performed tasks as and when required, rather than with a contract of employment. The Acknowledgement Agreement refers to remuneration being earned from profits.

44. In these circumstances, the Court cannot properly treat the 2021 Employment Contract or the 2023 Employment Contract as determinative of employee status when the evidence shows that it was not intended to operate as the parties' true contract, and it is clear that the parties did not intend these written agreements to have legal effect or give rise to binding rights and obligations. The claim for breach of any employment contract fails.

45. The effect of the finding that Mr Al-Rayyan was not an employee of Tricion means that Tricion's defence of limitation does not arise. Had it arisen, the defence would have failed. Clause 12.1 of the 2021 and 2023 Employment Contracts stated that they were governed by the QFC Employment Regulations (as amended). These regulations do not prescribe a specific limitation period for the bringing of employment claims. Nor do the contracts themselves impose any contractual time bar. In those circumstances, the applicable limitation period is determined by the general law of the QFC. Under QFC law, claims of this nature are subject to a six-year limitation period running from the date on which the cause of action accrued. The claim was brought within that period.

### **Illegality/ public policy**

46. That disposes of the contractual claim under an alleged contract of employment. However, it is necessary to mention a further matter that arises from the materials before the Court.

47. The parties' evidence necessarily raises a question of illegality and/or public policy. That is because the 2021 Employment Contract is said to have been executed as part of a regulatory approval process, alongside a contemporaneous written record stating that there was no employment relationship in truth. On the face of those documents, the 2021 Employment Contract was capable of being presented to third parties as evidence of a genuine employment relationship (including for residency and sponsorship purposes, and also in connection with banking and other financial arrangements), notwithstanding the parties' alleged private agreement that it did not reflect the true position. In that context,

the class of persons and bodies who may have been misled includes Qatari public authorities responsible for immigration, residency and sponsorship status (including in particular the Ministry of Interior) and financial institutions in Qatar, including banks. The 2023 Employment Contract was entered into for the same purpose.

48. The Court therefore considers whether, and to what extent, illegality or public policy affects: (i) the characterisation of the parties' relationship; and/or (ii) the relief sought by either party.

49. This Court will not grant relief in a manner which would involve it endorsing, facilitating, or giving effect to unlawful conduct or conduct contrary to public policy.

50. At the same time, it is important to distinguish between:

- i. determining, as a matter of private law, what relationship existed between the parties; and
- ii. enforcing a claim in a way which would require the Court to give effect to an unlawful purpose.

51. Allegations of illegality are serious. The Court should not make unnecessary findings of regulatory breach where such findings are not required to determine the civil dispute before it.

52. The Court has found that the 2021 and 2023 Employment Contracts were created for residency and other approval purposes or for financial purposes and were not intended to create a genuine employment relationship. The Court is not thereby enforcing any unlawful purpose. It is determining whether these contracts truly reflected the parties' relationship.

53. The Court makes no findings as to whether either party breached any applicable immigration or regulatory requirements, or whether any authority or bank was in fact misled. Those matters are not necessary to determine the issues before the Court. However, the Court records that the evidence suggests that documents were produced for the purpose of presenting a relationship materially different from the parties' true arrangements. The

Court does not accept that such a practice can be regarded as innocuous or acceptable, still less as justified by reference to alleged common practice. The deliberate creation or use of documentation apt to mislead governmental authorities or financial institutions is inherently improper and a serious matter. The Court makes no further findings on these issues because they were not fully explored at trial, including in cross-examination.

#### **Other claims: non contractual**

54. The Court is satisfied on the evidence that Mr Al-Rayyan did perform some work for Tricion. This is entirely consistent with the limited documentary record before the Court and reflects Mr Al-Rayyan's oral evidence. However, Mr Al-Rayyan has not advanced any pleaded alternative basis of claim seeking compensation for that work other than as an alleged employee. The claim has been pursued solely on the footing that there was a contract of employment, giving rise to the rights and remedies sought.
55. The Court's function is to determine the dispute on the basis of the pleaded claims and the issues properly presented for decision. It is not appropriate to grant relief on a materially different legal basis that has not been advanced by the parties. A claim for payment for services in the absence of a contract, or on the basis of unjustified enrichment or other non-contractual entitlement, would require separate legal analysis and distinct factual findings. These would include whether the services were requested or knowingly accepted, whether a legally relevant benefit was obtained, whether retention of that benefit lacked legal justification, and the proper measure of any compensation.
56. No such case was pleaded. The necessary elements were not addressed in the evidence or developed in submissions. Tricion was not called upon to meet such a claim.
57. In those circumstances, the Court will not determine or award relief on any alternative, non-contractual basis.

#### **Conclusion**

58. Having considered all the evidence, including the two written agreements and the parties' conduct in practice, the Court finds that Mr Al-Rayyan was not an employee of Tricion.

59. Mr Al-Rayyan did undertake work for Tricion, but he did so outside a contract of employment. Accordingly, claims which depend upon establishing employee status must fail. There is no additional or alternative claim for remuneration on a non-employment basis (whether in contract or restitution).

60. Finally, the Court makes no order as to costs. The Court has had regard to the circumstances in which the documents relied upon in these proceedings were created and used. On the evidence, both parties were involved in producing documents for external presentation, which did not reflect the true nature of their relationship. In those circumstances, and exercising its discretion, the Court considers it just and appropriate that each party should bear its own costs.

**By the Court,**



**[signed]**

**Justice Ali Malek KC**

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

### Representation

The Claimant was represented by Mr Abdelrahman El Nemr of Nahar Rashid Al-Nuaimi Law Office (Doha, Qatar).

The Defendant was represented by Mr Abdulla Al-Haji of Al-Haji Legal Consultant and Attorneys (Doha, Qatar).