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 (A) 3

IN THE QATAR FINANCIAL CENTRE

CIVIL AND COMMERCIAL COURT

APPELLATE DIVISION

[On appeal from [2025] QIC (F) 28]

Date: 15 February 2026

CASE NO: CTFIC0019/2025

GULF INSURANCE GROUP (GULF) B.S.C.(C)

Claimant/Respondent

v

ALJABER ENGINEERING W.L.L.

Defendant/Appellant

JUDGMENT

Before:

Lord Thomas of Cwmgiedd, President

Justice Sir William Blair

Justice Her Honour Frances Kirkham CBE

Order

1. Permission to appeal is granted and the appeal allowed.

2. The judgment of 29 June 2025 entering default judgment against the Appellant/Defendant is set aside.

3. The Respondent/Claimant is to re-serve the Claim Form on the Defendant if it wishes to proceed.

4. The Respondent/Claimant is to pay the costs of the proceedings before the First Instance Circuit and the Appellate Division, to be assessed by the Registrar if not agreed, with permission to apply to set aside the Order as to costs by no later than 22 February 2026.

Judgment

1. The Appellant/Defendant ('**AlJaber**') seeks permission to appeal against default judgment granted against it in favour of the Respondent/Claimant ('**Gulf**') on 29 June 2025 ([2025] QIC (F) 28) and the judgment of the First Instance Circuit (Justice Fritz Brand; [2025] QIC (F) 33) given on 21 July 2025 refusing to set aside that default judgment.

The issue of proceedings

2. Gulf, a company registered in the Qatar Financial Centre ('**QFC**') and part of an international insurance group, insured AlJaber under a number of insurance policies.

3. In April 2025, Gulf commenced proceedings against AlJaber for insurance premiums in the sum of QAR 4,634,423 which, it said, had not been paid. On 24 April 2025, the Registry issued the Claim Form.

4. Gulf contends that it served the Claim Form on AlJaber by sending it by registered post on 28 April to AlJaber's registered or principal office address in accordance with article 18.3 of the QFC Civil and Commercial Court Regulations and Procedural Rules, which came into force on 15 December 2010 (the '**2010 Rules**'). These provided that service could be effected by:

> *18.3.1* *personal service*
>
> *18.3.2* *delivery to the party's home address, or in the case of a corporate body or limited liability partnership, its registered or principal office address*
>
> *18.3.3* *recorded or registered post to the address identified in Article 18.3.2 above;*
>
> *…*

5. Article 18.5 required the Claimant to notify the Registry as to the date and manner of service of the Claim Form.

6. There was and is provision for electronic service, but such service was not effected and no issue as to electronic service arises in this appeal.

7. When the 2010 Rules were replaced on 5 June 2025 by the Rules and Procedures before the Civil and Commercial Court of the Qatar Financial Centre (the '**2025 Rules**' or the '**Rules**'), an amendment was made so that service was also permitted, in the case of a company or limited liability partnership, on the "*National Address*" where available.

The obtaining of default judgment

8. Although provision had been made by Practice Direction for Summary Judgment (No. 2 of 2019), there was no provision for default judgment until it was provided for in the 2025 Rules. Article 22 of the 2025 Rules provides that:

> *22.1* *"Default judgment" means judgment issued without any hearings if the Defendant fails to file a Defence in accordance with these Rules and Procedures.*
>
> *22.2.* *The Claimant may obtain default judgment by submitting a request to the Court Registry, where the claim is for:*

(a) a specified amount of money; or

(b) an amount to be determined by the Court.

22.3. Upon submission of the request to the Court Registry, if the claim is for a specified amount, the Court may issue default judgment for the claimed amount. The Court has discretion to grant interest and costs as part of the remedy.

9. After the 2025 Rules had come into force, Gulf applied for default judgment on the basis that the Claim Form had been served and a defence had not been served within the prescribed 28-day period. The application was considered by the First Instance Circuit which entered judgment against AlJaber on 29 June 2025 ([2025] QIC (F) 28).

10. On 14 July 2025, AlJaber made an application to set aside the default judgment under article 22.7 of the 2025 Rules on the basis that the claim had not been served on it and that it had a good defence. AlJaber contended that:

    i. On 1 July 2025, AlJaber became aware of the default judgment when searching the Court's online database and asked the Registry for proof of service of the Claim Form.

    ii. The Registry responded on 2 July 2025: "*Our records show that* [AlJaber] *was served by post on 28 April 2025, but the package was not accepted and was returned to* [Gulf]".

    iii. The Claim Form had not been received by it.

11. The First Instance Circuit in a judgment given on 21 July 2025 ([2025] QIC (F) 33) held that service had been effected by sending the Claim Form to the address of AlJaber by registered or recorded post. That was sufficient under the Rules; it was not necessary to prove receipt. It declined to exercise its discretion under article 22 of the 2025 Rules to set aside the default judgment for the reasons set out in the judgment. On the evidence adduced before it, it was right to do.

The application for permission to appeal

12. On 3 September 2025, AlJaber applied for permission to appeal against the default judgment of 21 July 2025 and the judgment of 29 June 2025. The grounds in relation to service were that:

    i. The Claim Form had been sent to Building 55, Zone 11, Street 11, Qatar. The package was not accepted. This was not the correct address for AlJaber.

    ii. The correct address for AlJaber was Building 80, Zone 69, Street 102, Doha, P.O. Box 2280. AlJaber pointed out that this was the address recorded on its trade licence and the address to which Gulf had sent invoices for the premiums due and the policies.

    iii. The Claim Form was only received by AlJaber on 4 August 2025 when it was sent by the Registry.

13. There were other grounds advanced, but if the Claim Form was not served, neither the other grounds of appeal nor the contention by Gulf that the appeal against the granting of the default judgment was out of time is relevant.

14. In their Response to the application for permission to appeal dated 10 September 2025, the Al-Mahmoud Law Firm, Gulf's legal representatives, annexed the manuscript slip requesting delivery by Qatar Post, the sheets handed to the member of the law firm and the photographs of the package, but did not explain how what had been done constituted sending the package containing the Claim Form to the address of AlJaber; the address on the labels which Qatar Post affixed to the package was not the address of AlJaber which the law firm had identified as the delivery address on the slip which it had handed to Qatar Post.

15. By an Order dated 26 October 2025, we directed Gulf - without prejudice to the contention of Gulf that the application was out of time - to provide a written submission to the Court explaining:

i. how the address for service of the Claim Form on the Appellant was chosen and determined;

ii. the method by which the Claim Form was served upon the Appellant;

iii. the address at which such service was effected; and

iv. the legal or procedural basis upon which the Respondent contended that such service constituted valid service in accordance with the Rules in that the address was the "*registered or principal office address (or National Address, where available)"* as set out in article 18.3.2 of the Rules.

16. In its submission of 4 November 2025 answering these questions, the Al-Mahmoud Law Firm responded in writing that:

> *1. Determination of the Notification Address for Aljaber*
> *On 30/04/2025 CE, the Defendant was duly served with the claim form and all accompanying documents at its official national address, through its registered postal address, P.O. Box 22801.*
>
> *2. Method of Notification Used to Serve the Claim Form:*
> *The notice was effected by registered mail (a copy of the notification statement is attached hereto).*
>
> 3. *Address at Which Notice Was Actually Sent*
> *The Defendant was served at its national address: Doha, Qatar, Lusail, Fox Hill Towers, P.O. Box 22801, Tel. 40409797.*

17. In light of the fact that these answers did not explain the basis on which the address on the package was said to be the address of AlJaber and how it was said the Claim Form had been served in accordance with the 2010 Rules, we granted permission on the issue of whether service had been effected in accordance with the 2010 Rules. We directed an oral in person hearing at which the parties were to explain to us their respective contentions as to the evidence on service of the Claim Form.

The evidence about service

18. The material set out before us and the explanations provided to us at the oral in person hearing showed that:

i. A member of the Al-Mahmoud Law Firm, which was acting for Gulf in these proceedings, took a package containing the Claim Form to an office of Qatar Post. He filled out in manuscript a slip at the office of Qatar Post giving the address to which the Claim Form was to be delivered as "*Doha, Lusail, Fox Hill Towers, Zip Code 22801, Telephone Number 40409797- 40409600*". The slip filled out by a member of the Al-Mahmoud Law Firm was stamped on 28 April 2025 by Qatar Postal Services Co.

ii. Qatar Post then printed two sheets which set out the tracking number and the address for delivery on each as "*Building 55, Zone 11 Street 11 Qatar*". The phone number set out was "*40409797*". The two sheets were handed to the member of the Al-Mahmoud Law Firm showing the date of posting as "*04/28/2025*" at "*15:04:07*" together with the receipt for payment.

iii. It is clear from the photographs taken of the package after it had been returned that the two sheets printed by Qatar Post and affixed to the package bore the same address and information as those handed to the member of the Al-Mahmoud Law Firm (referred to above in paragraph 18(ii)).

iv. This package was then taken by Qatar Post to the place printed on the sheets. The Qatar Post employee who took the package to that address then affixed a standard "*return to sender*" label marking two boxes on the form as "*Unclaimed*" and "*No answer on Mobile/SMS*" and writing on it "*couldn't call the number*".

v. The package was then returned by Qatar Post to the Al-Mahmoud Law Firm.

19. Mr Omar Hadid, the contracts manager at AlJaber who represented AlJaber at the hearing, and Mr Musab Hamza of the Al-Mahmoud Law Firm who appeared for Gulf, each told us at the hearing that each had tried to get an explanation as to what had happened from Qatar Post, but Qatar Post had declined each request.

Our conclusion on the evidence

20. On the basis of the material before us, it is clear:

i. Although the Al-Mahmoud Law Firm, acting on behalf of Gulf, filled out a slip requesting that Qatar Post deliver the package to an address which was the address of AlJaber, Qatar Post delivered it to the address on the printed label, which was not an address of AlJaber.

ii. The member of the Al-Mahmoud Law Firm who took the package to the office of Qatar Post was handed the sheets with the tracking number and the address shown as Building 55, Zone 11, Street 11, Qatar. We infer that he did not realise that the address on the sheet was not the address to which he had requested the package be sent on the slip listing the address. There was no evidence before us as to why the error was not appreciated at that time or subsequently.

iii. We were told by Mr Hadid that the single phone number on the sheet was a fax number; the other number (which was the correct phone number) had not been included on the sheet affixed to the package. That account by Mr Hadid would appear to explain why Qatar Post recorded on the return to sender slip that there had been no answer to its telephone call.

iv. When the package was returned to the Al-Mahmoud Law Firm, the law firm did not ascertain why it had not been delivered or even check that the address was the one to which it had requested Qatar Post deliver the package. Had the law firm done so, it would have appreciated that the package had not been delivered to the address it had requested.

21. It follows that there is no evidence that the package containing the Claim Form was sent by registered post to an address for AlJaber in accordance with the provisions of article 18 of the 2010 Rules. Therefore, the Claim Form was never served in accordance with article 18.

22. We therefore allow the appeal, set the default judgment aside and direct that the Claim Form be re-served. It is therefore not necessary for us to consider any of the other grounds of the application.

Costs

23. As is apparent from what we have set out, the Al-Mahmoud Law Firm should have immediately appreciated the mistake that had been made in putting the wrong address on the package containing the Claim Form, should then have explained what had happened, and re-served the Claim Form. It is deeply regrettable that the law firm did not do so. It would have saved very considerable cost and expense and the wholly unnecessary applications to this Court.

24. It is therefore our Order that Gulf must bear the entire costs of the proceedings between 28 April 2025 and the date of this judgment; this Order will take effect unless Gulf applies to the Court within 7 days of the issue of the judgment to set aside the Order as to costs accompanied by its written submissions as to the reasons as to why it should not pay such costs.

Procedure for obtaining a default judgment

25. In the light of the issues raised in this appeal, the Court will issue a Practice Direction which will require the party contending that proceedings have been served in accordance with article 18 of the Rules and that it is entitled to seek a default judgment to serve a statement verified with a statement of truth which:

    i. Identifies the method of service relied on.

    ii. If the service was at an address set out in article 18.3.2, it identifies the address and certifies whether the address was the home address, or the registered or principal address, or National Address.

    iii. If service was by registered post, certifies that the address to which the Claim Form was sent by the Qatar Post was the address set out in (ii), above, and attaches a copy of the postal service document setting out the tracking number and the address to which the Claim Form was to be delivered.

    iv. If service was effected electronically, the statement must set out the means adopted, the electronic address of the recipient used, and whether there was any response to

the electronic message indicating that the message had not, or may not have, been received by the intended recipient.

By the Court,

[signed]

Lord Thomas of Cwmgiedd, President

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

Representation

The Respondent/Claimant was represented by Al-Mahmoud Law Firm (Doha, Qatar).

The Appellant/Defendant was self-represented.

DIGITALLY SIGNED AND VERIFIED
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