



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) 4

IN THE QATAR FINANCIAL CENTRE

CIVIL AND COMMERCIAL COURT

APPELLATE DIVISION

[On appeal from [2025] QIC (F) 56]

Date: 18 February 2026

CASE NO: CTFIC0050/2025

MOHAMMED AFZAL HOSSEIN

Claimant/Applicant

v

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

Defendant/Respondent

JUDGMENT

Before:

Lord Thomas of Cwmgiedd, President

Justice Dr Hassan Al-Sayyed

Justice Ali Malek KC

Order

1. Application for permission to appeal is refused.

Judgment

Background

1. The Applicant, by an application made on 6 December 2025, seeks to appeal against a judgment of the First Instance Circuit (Justice Fritz Brand; [2025] QIC (F) 56) striking out a claim brought on 10 October 2025 against the Respondent (**‘Gulf’**) for loss and damages sustained in an accident on 8 May 2019. The application for permission, although made 31 days after the issue of the judgment is in time as under article 14.4 of the Rules and Procedures (the **‘Rules’**) of this Court (which reflects article 13 of the Qatar Civil Code, Law No. 22 of 2004, applicable before the other national courts), time is extended to the next working day where the last day for service falls on a day that is not a working day.

The proceedings before the First Instance Circuit

2. The Claimant had brought a claim in 2023 in respect of an accident he had suffered on 8 May 2019 when a car drove into him and a group of fellow workers. He was represented by Mr Mohsin Al-Haddad, the lawyer in the instant case. The claim was settled by a written settlement agreement dated 24 January 2024 between the Claimant, other claimants injured in the same accident, and Gulf as insurers; Mr Mohsin Al-Haddad acted for the Claimant in making that settlement agreement and the Al-Mahmood Law Firm acted for Gulf. We will set out the nature of that claim later.

3. In 2025, the Claimant, again represented by Mr Mohsin Al-Haddad, sought to bring a claim in respect of the same accident against the same insurers, Gulf. The 2025 claim was brought against them as the insurers of the driver of the car under a compulsory policy of motor insurance as there is a direct right of action against the insurer. In the Claim Form the Claimant relied on the criminal conviction of the driver and his right to bring the action against the insurer which had issued a compulsory insurance of the vehicle as provided for in article 58 of the Executive Bylaw on Road Traffic made under Law No. 10 of 1979.
4. The Registry recalled the settlement agreement of 24 January 2024, and referred the proceedings to the First Instance Circuit, asking the Claimant's lawyer to explain why the Claimant was entitled to bring the claim. The response was, as summarised by the First Instance Circuit:

... the settlement agreement does not preclude all future claims; that it pertains rather to the claims that existed at the time that the settlement agreement was signed.
5. The First Instance Circuit in a judgment dated 6 November 2025, rejected the argument advanced on the basis that the terms of the settlement agreement covered all the losses suffered by the Claimant (whether already sustained or prospective), and struck the claim out under article 10.3 of the Rules, following the judgment of this Court in *Marilon QFZ LLC v Dalba Engineering & Projects Co Limited* [2023] QIC (A) 2 where a summary disposal of an application wholly without merit was made. On the arguments put before it, the First Instance Circuit was plainly right to strike the claim out and to save Respondent insurer the costs in terms of time and money that would have had to have been expended in dealing with a claim that was an abuse of the process of this Court.

The application for permission

6. A different explanation of the Claimant's right to bring the claim was put forward in the application for permission to appeal. It was contended that the settlement agreement of 24 January 2024 did not preclude the proceedings issued in 2025 as the claim made in 2025 was a different claim to that made in 2023 and not within the scope of the settlement agreement. In summary it was submitted:

- i. The proceedings in 2023, Case No. CTFIC0007/2023, were founded on the contract between the Claimant and his employer whose liability as an employer was insured under an employer liability/workman's compensation policy issued by Gulf. The 2023 claim was therefore a claim in contract in respect of a workplace injury insured under a policy in respect of that liability.
 - ii. The proceedings in 2025, Case No. CTFIC000/2025, were founded on a claim in tort enforcing rights against Gulf as insurer of the driver of the vehicle under a road traffic accident policy.
7. We have examined this submission and hold that there are two clear reasons why the grounds of this application are wholly misconceived. It is therefore dismissed without the necessity of referring the application to Gulf as the Respondent to this application and the Defendant to the claim, as the claim and this application are plainly an abuse of the process of the court.

The nature of the claim in the 2023 proceedings

8. First the claim brought in 2025 is the same claim as that brought in 2023 in respect of the same basis of liability.
9. That is clear from the judgment of the First Instance Circuit in *Mohammed Afzal Hossein v Gulf Insurance Group BSC* [2023] QIC (F) 35 (Justices Rashid Al-Anezi, Fritz Brand and Dr Yongjian Zhang) which considered the nature of the 2023 proceedings. Gulf had challenged the jurisdiction of this Court to determine the claim. In determining the issue of jurisdiction the Court explained that the claim was brought initially against the employers of the Claimant, Nasser Al Ali Enterprises WLL under article 19 of the Labour Law (Law No. 14 of 2004; which provides for the liability of the employer for injuries sustained at work), and against Gulf as (i) the insurer of the employer's liability risks, and (ii) as the insurer of the driver of the car that caused the accident under a motor insurance policy

compulsorily required by article 58 of the Executive Bylaw on Road Traffic made under Law No. 10 of 1979.

10. The First Instance Circuit went on to explain that as the claim against the employer was time barred under the provisions of the Labour Law, that part of the claim was abandoned, and the action continued only in respect of the motor policy which was not time barred. The Court held at paragraphs 9 and 10:

9. Moreover, it is clear from his Reply that the real basis of his claim against the Defendant does not rely on the labour legislation or the insurance policy of his employer, but on the compulsory insurance relating to the vehicle involved in the accident.

10. In this regard it seems to us that the Defendant's liability under the motor vehicle policy is supported by the judgment of the Criminal Court which held the Defendant liable, together with the convicted driver of the vehicle, for the blood money contemplated by Qatari criminal legislation. It is apparent from the judgment that the liability, which was subsequently settled by the Defendant without demur, could only be based on the motor vehicle policy and not the labour policy.

11. It is therefore clear that the contention that the claim made in the present proceedings is different to the claim brought in 2023 is wrong as the claim made in 2023 was also a claim under the motor policy. It follows that the argument made on the application is wholly without foundation and fails.

The scope of the settlement agreement

12. Second and in any event the settlement agreement made between Gulf, the Claimant in the action in 2023 (as the second party) and four others injured and named in claim CTFIC0010/2023 encompassed all claims arising out of the accident.

13. The material terms of the settlement agreement were:

Clause 2:

The First Party [Gulf] shall undertake, within one week of signing this Agreement, to issue two cheques with the following details:

1. A cheque in the amount of QAR 150,000 (one hundred and fifty thousand Qatari riyals) in favour of the Second Party, which is considered the full settlement amount in Case No. CTFIC0007/2023.
2. A cheque in the amount of QAR 200,000 (two hundred thousand Qatari riyals) in favour of the Third Party, which is considered the full settlement amount in Case No. CTFIC00100/2023.

Clause 3

1. Upon receipt of the settlement payments outlined in Clause 2, both the Second and Third Parties shall relinquish **any claims, rights, or judgments issued by judicial or quasi-judicial entities pertaining to Incident No. 4009-21-2019**, from which these two lawsuits originated, and shall definitively and irrevocably absolve the First Party and the employees thereof from the same. **(emphasis added)**
2.

Clause 4:

Each party acknowledges, only after the other party has fulfilled its obligations set out in this Agreement, that [it] all of its rights toward the other party have been fulfilled, and that it is discharged of the same and completely and irrevocably waives all rights, debts, receivables and trusts that it holds against the other party. Furthermore, any amounts that have been ruled by virtue of judgments issued by any judicial or quasi-judicial entity shall be forfeited, including any payments made on behalf of third parties with or without their knowledge. Each party also acknowledges that, by virtue of what it has been awarded, it may not demand the other party for anything arising from any prior relationship, transaction, bond, or cheque preceding the date of signing this Settlement Agreement.

.....

14. The settlement agreement plainly encompassed the claim in respect of the liability under the motor policy as that was the subject of the claim in the 2023 proceedings.
15. But even if the 2025 claim had been a claim made on a different basis of liability, the settlement agreement covers all claims “*pertaining*” to the accident whatever the basis of liability. That is clear from the wording of the settlement agreement, particularly as the settlement agreement also settled the claims brought by the other claimants in respect of the accident on 8 May 2019.

Conclusion

16. For the reasons given, permission to appeal is refused. The application discloses no arguable error in the First Instance Circuit's approach, is wholly misconceived and constitutes an abuse of process in the light of the nature of the 2023 claim and the comprehensive settlement concluded on 24 January 2024

By the Court,



[signed]

Lord Thomas of Cwmgiedd, President

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

Representation

The Claimant/Applicant was represented by the Mohsin Al-Haddad Law Firm (Doha, Qatar).

The Defendant did not appear and was not represented.