



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 (F) 5

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

Date: 29 March 2026

CASE NO: CTFIC0067/2025

QFC EMPLOYMENT STANDARDS OFFICE

Applicant

v

EXPERT CREDIT SOLUTIONS CONSULTANCY LLC

Respondent

AND

ESSRA MOHAMMED SALEH

Interested Party

JUDGMENT

Before:

Justice Fritz Brand

Justice Helen Mountfield KC

Justice James Allsop AC

Order

1. Where the ESO makes an order requiring a QFC entity to make a payment to a third party which remains unpaid by the due date, both the third party and the ESO of its own motion under articles 7(1) and (4) of the QFC Employment Regulations (as amended), have the power to apply to this Court for a judgment in terms of that order.
2. The Respondent must pay the Applicant the costs of and occasioned by these proceedings on an indemnity basis, to be assessed by the Registrar if not agreed.

Judgment

Introduction

1. On 4 June 2025, the QFC Employment Standards Office (the '**ESO**' or the '**Applicant**') made a determination in an employment dispute brought before it by Mrs Essra Saleh (the '**Interested Party**') against her former employer, Expert Credit Solutions Consultancy LLC (the '**Respondent**') – Complaint Number 24/2024 (the '**Determination**'). The Determination was made under the ESO's powers in article 57(2)(A) and (C) of the QFC Employment Regulations (as amended) (the '**Employment Regulations**').
2. The Determination concluded that the Respondent had made unlawful deductions from Mrs Saleh's salary, failed to provide a work environment free of risks of harassment, had

constructively dismissed her, and had failed to pay final entitlements on the termination of her employment. It did not uphold claims in relation to additional salary increments or commission payments. It ordered the Respondent to pay Mrs Saleh the sum of QAR 22,560 within 10 calendar days of the notification. It also noted that it may make a separate order relating to financial penalties for breaches of the Employment Regulations, though in the event we have no evidence before us to suggest that it did so.

3. The order contained a sub-heading, underlined and in bold, which provided for the “**Time limit and process for appealing to the Regulatory Tribunal (“the Tribunal”) at the Qatar International Court and Dispute Resolution Centre (QICDRC)**”. It then set out, across three detailed paragraphs, how the Respondent could appeal to the Regulatory Tribunal if it wished to do so. The Determination and order were handed to the Respondent, in hard copy, on 4 June 2025, and acknowledged by the Respondent on 5 June 2025.
4. The Respondent did not appeal against the ESO’s order. Nonetheless, it failed to pay the sum owing to Mrs Saleh by virtue of the ESO’s order within the ten-day timeframe specified in the order or at all. The ESO has no further enforcement powers of its own. Accordingly, after much correspondence, it made an application to this Court for enforcement of the Determination and its orders, and the case was set down for an in person hearing.
5. Very shortly before the hearing date, the Respondent paid the sums owing to Mrs Saleh. That meant that the order sought by the Applicant, namely, that “*the Respondent must pay the amount of QAR 22,560.00 to the Interested Party by 19 February 2026*” had become otiose (although, as she pointed out, the Interested Party had to wait for eight months for her payment and if and to the extent that it is a debt, was entitled to interest on it for the period of non-payment).
6. Even though the principal sum sought had been satisfied by the date of the hearing, we decided nonetheless that it was in the public interest to hear this case and to make a declaration as to the correct legal position as to how orders of the ESO may be enforced, because this is a point of wider public importance for the rule of law in the QFC, and we

were informed that there were other applications awaiting the determination of this one. The ESO, the Respondent and the Interested Party all came to Court and had the opportunity to make submissions before us.

Jurisdiction

7. This Court is a creature of statute, and has only the jurisdiction conferred on it by the QFC Law (Law No. 7 of 2005) and the QFC Court Rules and Procedures (the ‘**Rules**’) (see *The Chancellor, Masters and Scholars of the University of Cambridge v The Holding WLL* [2025] QIC (A) 6 paragraphs 18-20). However, we are quite satisfied that we have jurisdiction to consider the present dispute under those provisions.
8. The ESO is a QFC Institution as defined by article 6 of the QFC Law. The Respondent is a legal entity (a limited liability company) established and licensed to do business in the QFC.
9. As a QFC Institution, the ESO issued a Determination against the Respondent as a QFC entity, under statutory powers conferred upon the ESO by articles 57(2)(A) and (C) of the Employment Regulations.
10. Article 57(4) of the Employment Regulations provides that “*a person on whom the Employment Standards Office imposes a requirement under this Article shall comply with such a requirement*”.
11. It follows that when the Respondent failed to comply with the orders set out in the Determination, there arose a civil dispute between the ESO and the Respondent because the Respondent was failing to comply with a statutory requirement to comply with an order made by the ESO in exercise of its statutory powers. If there were any doubt as to the ambit of a “*civil dispute*”, it was established in *Abdulla Jassim Al Tamimi v Qatar Financial Centre Authority and Qatar Finance and Business Academy LLC* [2018] QIC (F) 9 that the Court’s jurisdiction is not limited to contractual disputes only.
12. Accordingly, the Court has jurisdiction to determine this dispute pursuant to article 8(3)(c)(2) of the QFC Law, which provides that the Court has jurisdiction over “*civil and*

commercial disputes arising between the QFC authorities or institutions and entities established in the QFC”.

13. Article 9.1.1.2 of the Court’s Rules, made under the QFC Law, also provides that the Court has jurisdiction to decide “*civil and commercial disputes arising between QFC bodies, institutions and the entities established therein*”.

14. It follows that we do not need to rely on the alternative jurisdictional submission that the Court has implied power to determine the dispute by virtue of articles 7 and 57 of the Employment Regulations.

The ESO’s power to enforce a statutory debt owed to a third party

15. Article 6(2) of the Employment Regulations provides that the ESO shall administer the Employment Regulations and all aspects of employment within the QFC. Its functions, in pursuance of that statutory purpose, are set out in article 7 of the Employment Regulations. The ESO’s functions under article 7 include investigating contraventions of the Employment Regulations “*and to enforce*” those Regulations (article 7(1)); and “*all other functions provided for in these Regulations considered by it to be necessary, desirable or appropriate to achieve, further or assist in relation to any of the above*” (article 7(4)).

16. Rule 2 of the QFC’s Compliance and Enforcement Rules also refers to the ESO’s duty “*to ensure compliance with and enforce*” the Employment Regulations (emphasis added).

17. The ESO submitted, and we agreed, that its power, and indeed duty, to enforce the Employment Regulations is not limited to the express procedural powers and duties set out in Part 12 of the Employment Regulations, but also by virtue of article 7(4) included taking all steps necessary, desirable or appropriate to achieve further or assist it in ensuring compliance with (or “*enforcing*”) the Employment Regulations.

18. If an entity established in the QFC does not comply with a provision or provisions of the Employment Regulations, the ESO’s own powers extend to issuing a Determination to that effect, and ordering the entity to take steps, including payments of sums owing to

employees or former employees, in order to enforce the provisions of the Employment Regulations.

19. But where, as here, the QFC entity fails to comply with the ESO's orders in a timely manner, the ESO does not have its own enforcement mechanisms. Nor is enforcing ESO orders within the statutory jurisdiction of the Regulatory Tribunal, whose power extends only to hearing appeals against regulatory decisions. It follows that the ESO's function of ensuring compliance with provisions of the Employment Regulations necessarily includes the power to apply to the Court to assist it in enforcing its orders, so as to achieve that function of enforcing the provisions of the Employment Regulations. As this Court remarked in *CEM Business Solutions LLC v Employment Standards Office and Anand Jambunathan* [2019] QIC (C) 2 at paragraph 15, "... it is in the interests not only of the [ESO], but of the wider QFC, that its determinations are upheld and enforced...".

20. A particular sum which the ESO has ordered that an employer should pay to an employee or former employee by a particular date, and which has not been paid by the date specified in the order becomes on that date a statutory debt, which the ESO has statutory power to pursue and enforce in this Court on the employee's or former employee's behalf. This is a development of the position established in *QFC Employment Standards Office v Meinhardt BIM Studios LLC* [2024] QIC (F) 45, because that was a case where this Court held that the ESO could enforce its own debt claims in relation to an order which required a QFC entity to pay a financial penalty for breach of the Employment Regulations to the ESO itself. In this case, we extend that principle to hold that the ESO also has power to enforce a statutory debt arising from its order in relation to sums owed to a third party – namely an employee or former employee to whom the ESO has ordered a QFC entity to make a payment. Upon receiving that sum, the ESO can then ensure enforcement of its order by paying that sum to the person to whom it is owed.

Conclusion on the ESO's application in this case

21. We conclude that the ESO is right to submit that, once it had made an order against the Respondent ordering the payment of QAR 22,560 to the Interested Party and this sum remained unpaid, the ESO itself had power to enforce the statutory debt owing to the

Interested Party by applying to this Court for it to be paid to it, so as to avoid the employee having to pursue the debt personally.

22. Since the debt originally pursued was ultimately paid before the date of the hearing before us, we did not need to make the orders ought by the ESO as to the specific sum to be paid, and substitute a declaration as to the powers of the ESO.

Whether the ESO's power to apply to this Court to enforce its orders ousts the power of individuals to make such applications

23. The ESO's primary submission was that it had sole power to enforce its determinations. If that submission were correct, it would follow that an individual who had applied to the ESO to vindicate their rights under the Employment Regulations would not have standing to apply to this Court to enforce the statutory debt arising from any unfulfilled order of the ESO.

24. We do not consider that this is the correct legal position. True it is that this Court has held that a complainant concerned that their employment rights under the Employment Regulations have been breached has two possible, but strictly alternative routes of redress. Either the complainant can apply in the (no-costs) jurisdiction of the ESO for a regulatory determination, or they can apply to this Court, but they cannot do both. As the Court observed in *Abdulla Jasim Al Tamimi v Qatar Financial Centre Authority and Qatar Finance and Business Academy LLC*; *Abdulla Jasim Al Tamimi v Employment Standards Office* [2018] QIC (A) 3 at paragraphs 50 and 72, once a complainant applies to the ESO, they have given up the right to bring proceedings in this Court.

25. It does not, however, follow that once the ESO has made an order declaring what their employer owes them, the employee has no standing to bring their own proceedings to enforce that debt in this Court. We note that in various cases on behalf of individuals concerning Meinhardt BIM Studios LLC, this Court permitted a number of employees who had ESO awards against that entity to enforce the awards as statutory debts. If, as we accept, an award made by the ESO under its statutory powers amounts to a statutory debt, we see no good public policy reason why the person with a primary entitlement to those monies should not sue for them directly.

26. The ESO suggested that it might lead to confusion if either the ESO itself or the beneficiary of its order could sue for its enforcement. However, we think there is a distinction between (i) the public policy decision not to allow two sets of ‘*competing*’ proceedings on the merits of an employment dispute to proceed in two alternative fora, and (ii) granting the ESO sole standing to enforce statutory debts arising from its orders, and we do not think the same logic holds in relation to both. It makes sense to prevent an employee from bringing a complaint to the ESO and a claim in this Court on the basis of the same facts, because of the risks of duplication of work and inconsistent findings of fact, and because it would be unfair to allow a complainant two bites of the cherry. But the situation is different once the ESO has made a finding of fact and ordered payment of defined monetary sums. The sum in the order then becomes a statutory debt, which is a new legal obligation separate from the underlying cause of action which created the decision, order and debt arising from the sums in the order falling due.

27. We do not see a reason to oust the employee’s entitlement to come to this Court to seek to enforce the debt for themselves if they wish to do so, recognising that it is likely that they would normally prefer that the ESO should enforce the debt on their behalf, and the presumption should be that the ESO will enforce. However, that does not oust the employee’s right to do so directly if they wish. So, where an order of the ESO creates a statutory debt for the benefit of an employee or former employee who has applied to the ESO for relief and that sum remains unpaid by the date specified in the order, either the ESO or a complainant to the ESO may apply to this Court to enforce the terms of the order. The other possible applicant should – as happened here presciently by the Registrar – be joined as an Interested Party.

Interest and costs

28. An unpaid debt attracts an entitlement to interest, but there was no application for interest in this case, and so we make no order for payment of interest on this application. We note that we would ordinarily expect the ESO to seek interest on a statutory debt which it seeks to enforce on behalf of a complainant before it.

29. There is then the issue of costs. We note that the Respondent did make the payment required by the order, a matter of two or three days before the hearing in this Court. However, by then the costs of the hearing, including instructing counsel, had been incurred, and this was entirely foreseeable. It is unconscionable simply to leave a statutory debt unpaid until so shortly before a hearing that costs are inevitably incurred by the counterparty, and we agree that this is a case where it is appropriate to order indemnity costs. We therefore award the ESO its costs of attending the hearing against the Respondent on an indemnity basis, to be assessed by the Registrar if not agreed.
30. It is true that the dispute resulted in a test case which probably increased the costs incurred by the ESO above what might have been incurred if this were merely an individual enforcement action, but the reasonableness of the costs recoverable from the Respondent falls within the province of the Registrar, if not agreed between the parties.

By the Court,



[signed]

Justice Fritz Brand

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

Representation

The Applicant was represented by Mr Thomas Ogg of Counsel (11KBW, London, United Kingdom), instructed by Clyde & Co LLP (Dubai, UAE).

The Respondent was self-represented.

The Interested Party was self-represented.