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) 11

IN THE QATAR FINANCIAL CENTRE

CIVIL AND COMMERCIAL COURT

FIRST INSTANCE CIRCUIT

Date: 15 April 2026

CASE NO: CTFIC0053/2025

CHEIKH TIDIANE NIANG

Claimant

v

CLEMENT SPORTS QFC LLC

Defendant

JUDGMENT

Before:

Justice Fritz Brand

Order

1. The Claimant's claims are dismissed.

2. The Claimant is directed to pay to the Defendant forthwith an amount of **QAR 9,500**.

3. The Claimant is directed to pay the reasonable costs incurred by the Defendant in these proceedings, but excluding the costs occasioned by the application for the setting aside of the default judgment. The quantum of such costs is to be determined by the Registrar if not agreed.

Judgment

Background

1. The Claimant, Mr Cheikh Tidiane Niang, is a Senegalese national who was, at all relevant times, employed by the Defendant in the State of Qatar. The Defendant is registered and licenced in the Qatar Financial Centre (the '**QFC**'). Hence this Court has jurisdiction to entertain the dispute.

2. Procedurally the matter has a rather intricate history. It started when the Claimant filed his Claim Form, alleging that he was unfairly dismissed by the Defendant on 13 March 2025 after being denied emergency leave to attend to his critically ill wife in Senegal. Accordingly, he sought financial compensation for unpaid wages, withheld allowances, benefits not provided, and damages. The quantified parts of the claim were for (i) QAR 68,000 for eight months' salary of QAR 8,500 per month, allegedly due since March 2025, and (ii) QAR 3,000 which, according to the Claimant, was withheld from his salary during the period October 2024 to March 2025.

3. When the Defendant failed to enter an appearance to defend timeously, the Claimant brought a request for default judgment for the amounts of his claim under article 22 of the Rules and Procedures of this Court (the '**Rules**'). From the employment contract (the '**Employment Contract**') annexed to the Claim Form, it appeared, however, that the Claimant was employed under a fixed term contract which expired on 30 June 2025. It followed from this that, on the Claimant's own case, he was entitled to no more than three and a half months' salary, that is QAR 29,750, plus QAR 3,000, which comes to QAR

32,750 in aggregate. Accordingly, default judgment was granted in that amount ([2025] QIC (F) 59).

4. Subsequently, the Defendant launched an application for the setting aside of the default judgment under article 22.8 of the Rules on 27 November 2025. For its factual basis the application relied on a sworn witness statement deposed to by its managing director, Mr Christophe Clement. In a judgment handed down on 24 December 2025, this Court essentially held, despite opposition by the Claimant, that the Defendant had established a real prospect of successfully defending the claim, if granted leave to do so, as contemplated in article 22.8.1. In consequence, the default judgment was set aside ([2025] QIC (F) 69) and the Defendant was granted leave to file and serve its Defence, which it duly did.

The defence case

5. In its Statement of Defence, the Defendant relied on the factual allegations foreshadowed in the witness statement of Mr Clement filed in support of the setting aside application. In broad terms, these amount to the following. The Claimant had been employed by the Defendant as a fencing instructor since 16 February 2023. From the start, Mr Clement alleged, the Defendant observed a persistent pattern of misconduct and breaches of company policy by the Claimant. So, for instance, he was consistently late for classes and meetings; he engaged in physical aggression against a student; he frequently abandoned his post during fencing classes leaving children unsupervised; and so on and so forth.

6. In consequence, Mr Clement said, numerous verbal warnings were issued against him which were followed by four formal written warnings on 14 September 2023, 10 January 2024, 1 August 2024, and 9 March 2025, respectively. Each written warning identified specific breaches, reminded the Claimant of his contractual and policy obligations, and expressly warned him that further misconduct could result in immediate termination of employment. On the face of it, the Claimant acknowledged receipt of the first two of these letters by appending his name and his signature.

7. On 8 and 10 March 2025, Mr Clement contended, the Claimant reported sick without providing a medical certificate. On 11 March 2025 he failed to attend work without communicating with the Defendant at all. Subsequently, the Defendant established through

the Ministry of Interior portal that the Claimant had left Qatar without any approval or notice. In the result, so Mr Clement contended, the Defendant's summary dismissal of the Claimant on 13 March 2025 was justified.

8. Apart from denying liability for the amounts claimed by the Claimant, the Defendant brought a counterclaim for QAR 23,617.78. In formulating this counterclaim, the Defendant admitted liability for the following amounts:

   i. QAR 3,259.26 representing the Claimant's pro-rated salary for the period 1 March 2025 to 12 March 2025.

   ii. An amount of QAR 3,000 representing transport expenses of QAR 500 per month that were unjustifiably withheld from the Claimant for six months between September 2024 and February 2025.

   iii. The balance of compensation for annual leave not taken in an amount of QAR 865.19. According to Defendant's counterclaim, these amounts were then extinguished by set-off against the Defendant's claims against the Claimant, allegedly leaving a balance of QAR 23,617.78 in the Defendant's favour which is the aggregate amount of its counterclaim.

9. Apart from claims for smaller amounts representing deductions for absence from work and arriving late, the counterclaim relies in the main on clause 10.2 of the Employment Contract, which essentially provides that where the contract is prematurely terminated as a result of one party's breach, that party is liable to pay termination indemnities to the other party, to be "*calculated on the basis of a full salary multiplied by the number of the months remaining until the end of the contract*". Pursuant to this provision, so the Defendant claimed, the Claimant is liable to it in the sum of QAR 29,037.04, representing the Claimant's agreed salary of QAR 8,500 per month between 13 March and 30 June 2025.

10. In his Reply, the Claimant denied the allegations against him in all material respects. So, for instance, he denied that he received four warning letters, with the exception of the letter

of 9 March 2025 which accompanied his summary dismissal on 13 March 2025, alleging that the others were never received. Like most of Mr Clement's other allegations, he said, they are "*entirely false, fabricated, and unfounded*". In fact, so the Claimant averred, his signature purportedly admitting receipt of the first two warning letters was falsified.

11. Accordingly, the Claimant persisted in his claim that he was unfairly and unlawfully dismissed on 13 March 2025. In addition, the Claimant increased the quantum of his claim to QAR 98,639 as follows:

    i. The amount of QAR 32,750 awarded in the default judgment.

    ii. Dismissal compensation of 8,500 × 2 = QAR 17,000.

    iii. End-of-service benefits of QAR 8,500.

    iv. Housing allowance for one year at the rate of 2,700 × 12 = QAR 32,400.

    v. Accrued annual leave balance in the sum of QAR 865.

    vi. Outstanding compensation due in the sum of QAR 7,124.

Pre-trial

12. Because of the manifold disputes of fact arising on the pleadings, and more pertinently the Claimant's allegations of falsification and fraud, the matter could not be decided on the papers. Despite the relatively modest claims involved, it was therefore referred to an oral hearing, preceded by the filing of witness statements and skeleton arguments, which was conducted virtually on Sunday 12 April 2026. At the hearing, the Claimant appeared in person while the Defendant was represented by Mr Alexander Whyatt of Eversheds Sutherland (International) LLP.

13. According to the witness statements filed, the Claimant proposed to call two former employees of Defendant who were allegedly also the victims of unlawful and unfair dismissal. At the hearing, I refused to allow them to be called because it was plain from their witness statements that their evidence would patently be irrelevant and therefore inadmissible.

14. A similar ruling was made with regard to witnesses proposed by Defendant, alleging misconduct on the part of the Claimant, which was not advanced as the basis for his dismissal on the pleadings.

15. In the event, the Claimant was the only witness who testified in support of his case while Mr Clement was the sole witness called on behalf of the Defendant. The many factual disputes predicted in the pleadings were confirmed in the evidence of the two proponents. But, eventually two areas of dispute transpired to be pivotal to the outcome. The first of these related to the four written warnings, the first three of which the Claimant said he never received.

Warning letters

16. In an attempt to corroborate this denial, the Claimant maintained that his signature confirming receipt had been forged. It soon became apparent, however, that this account was so inherently improbable that it cannot possibly be sustained. Amongst others it raises the rhetorical questions as to why the Defendant would go to the length of forging the Claimant's signature on two of the warning letters and leave the other two unsigned; why the Defendant would enter the alleged forged signature below the name of the Claimant which is plainly written in the Claimant's hand; and why the Defendant would indicate the date of acceptance of the second letter in manuscript as 26 February 2024, while the letter was dated 10 January 2024.

17. Eventually it appears that the Claimant's opportunistic account was inspired by the fact the warning letters annexed to Mr Clement's first statement were unsigned. It later turned out, however, that when that first statement was filed, the Defendant's file, including the signed letters, were in the possession of the QFC Employment Standards Office, which compelled Mr Clement to annex the unsigned versions which he could retrieve from his computer. In consequence, it can safely be accepted in my view that the Claimant received the warning letters. This, as I see it, leads to inevitable inferences which are twofold. First, that the Claimant was forced to deny the warning letters simply because their contents were true. Second, that it is destructive of the Claimant's general credibility in that it demonstrates

the lengths to which he is prepared to go to support a case which is plainly untrue and unsustainable.

Conduct

18. The second pivotal area of dispute relates to the Claimant's conduct between 8 March 2025 and 11 March 2025. The Claimant's version in this regard is that he told Mr Clement on 9 March 2025 that his wife was very ill and that he therefore had to return to Senegal urgently, but that Mr Clement was unwilling to let him go. On the same day, so he testified, he wrote a letter to Mr Clement in which he formally asked for leave of absence for 7 days from 10 March 2025 to 17 March 2025 to visit his wife in hospital.

19. The contrary account of Mr Clement is, however, that on 8 March 2025 and 10 March 2025, the Claimant told him that he could not come to work because he was ill. On both occasions Mr Clement then told him to get a medical certificate, which he never did. According to Mr Clement, not a word was said by the Claimant at the time about his wife's illness or his intention to go to Senegal. The first time he heard about the Claimant's plans, so Mr Clement testified, was when he received the Claimant's letter (dated 9 March 2025) on 11 March 2025 and when heard from the immigration authorities on the same day that the Claimant had left Qatar. Mr Clement's version is plainly supported by the exchange of emails and WhatsApp messages between him and the Claimant. Although the exchange was in the French language, the following English translation is not in dispute:

> *8/3/2023, 06:33 – Cheikh Tidiane Niang*
> *Hello,*
> *I am sick. I will not be able to come to work today.*
>
> *8/3/2023, 07:29 – CLEMENT SPORTS:*
> *Hello,*
> *In that case, a medical certificate is required.*
> *Get well soon.*
>
> *8/3/2023, 23:15 – CLEMENT SPORTS:*
> *Good evening,*
> *I hope you are feeling better. Tomorrow there are classes in West Bay and I also have meetings*
> *that have been scheduled for two weeks already.*
> *It is too late for me to cancel them.*

10/3/2023, 11:58 – CLEMENT SPORTS:
Hello,
I remind you that part of your job is to help Nelson set up the equipment.
You therefore must be present at least 15 minutes before receiving the children, that is 45 minutes
before the start of classes.
Today at 15:15…

10/3/2023, 12:29 – Cheikh Tidiane Niang:
Hello,
I am still sick. My head and throat are still hurting.
I will not be able to come to work.

10/3/2023, 12:38 – CLEMENT SPORTS:
Hello,
In that case, a medical certificate is required.
Get well soon.

10/3/2023, 12:38 – Cheikh Tidiane Niang:
Same.

10/3/2023, 13:16– CLEMENT SPORTS:
What is your medical treatment?

20. It is clear to me that in the light of this exchange, the Claimant's account of events is simply untenable. This means that Mr Clement's version is to be accepted. On that account the Claimant failed to attend work on 8 March 2025 and 10 March 2025 without obtaining a medical certificate, as requested, and on 11 March 2025 he abandoned his work and departed from Qatar without obtaining or even seeking prior leave to do so.

Unlawful termination

21. The contractual relationship between the parties is governed by the Employment Contract and the QFC Employment Regulations (as amended) (the '**Regulations**'). In terms of article 17(B) of the Regulations, a Fixed Contract of Employment, such as the one under consideration, can be terminated without notice in accordance with article 24 of the Regulations. It is clear to me that, on Mr Clement's case, which I accept, the Defendant was entitled to terminate the Claimant's employment contract as and when it did on 13 March 2025, on more than one of the grounds contemplated in article 24. It follows, in my view, that the Claimant's claims based on unlawful termination of the Employment

Contract must fail. This includes (i) his claim for the amount of QAR 32,700 awarded in the default judgment, and (ii) his further claim of QAR 17,000 for unlawful termination (which was in any event unsubstantiated on the facts).

Accommodation

22. The Claimant's claim in an amount of QAR 34,400 for accommodation was introduced for the first time in his Reply to the Defendant's Statement of Defence. In argument it transpired that this claim rests on a previous version of the Employment Contract dated 6 January 2023, which was replaced and superseded by the Employment Contract concluded on 8 January 2025. In terms of clause 13 of the latter, it "*constitutes the entire agreement between the parties and supersedes any prior agreement, communication, statement, or arrangement, whether written or oral, relating to the subject matter of the agreement*". Since that contract does not provide for the costs of accommodation, the claim under this rubric must also fail.

Liquidated damages

23. The balance of the Claimant's claims rests on admissions by the Defendant. The Defendant's case is, however, that these admitted claims are exceeded and are therefore extinguished by the larger amount of its counterclaim.

24. This brings me to the Defendant's counterclaim which is founded, in the main, on clause 10.2 of the Employment Contract. This clause provides, as I have said, that in the event of unlawful termination, the guilty party is liable to pay an amount "*calculated on the basis of the full salary multiplied by the number of months remaining until the end of the contract*". As I see it, clause 10.2 constitutes a provision for liquidated damages as contemplated in article 107 of the QFC Contract Regulations 2005. In terms of article 107(1), a provision in a contract for liquidated damages is enforceable in principle, irrespective of the aggrieved parties' actual harm. But, article 107(2) provides:

> *However, notwithstanding any agreement to the contrary, the specified sum may be reduced to a reasonable amount where it is grossly excessive in relation to the harm resulting from the non-performance and to the other circumstances.*

25. The import of article 107(2) of the QFC Contract Regulations 2005 was explained as follows by the Appellate Division of this Court in *Zishan Anwar v Devisers Advisory Services LLC* [2025] QIC (A) 9 at paragraph 38:

> *In our view the language of Article 107(2) must be applied in the context of the purpose of Article 107 as a whole as we have set out. The question under that clause is not whether Devisers can show the damages to which it might be entitled resulting from the non-performance or whether Devisers would otherwise be keeping a sum that Devisers had not earned. The context of Article 107 as a whole recognises the essential enforceability of the clause but gives the court a power under Article 107(2) to modify that enforceability only to the extent that the sum is shown to be grossly excessive. As the UNIDROIT commentary on Article 107(2) makes clear. It is moreover necessary that the amount agreed be "grossly excessive", i.e. that it would clearly appear to be so to any reasonable person. Regard should in particular be had to the relationship between the sum agreed and the harm actually sustained.*

26. As to the harm actually sustained by the Defendant in consequence of the Claimant's breach, Mr Clement explained that, following the Claimant's unauthorised departure and abandonment of employment in March 2025, the regular fencing coaching schedule for the remainder of the academic year up to 30 June 2025 was materially disrupted. In April 2025, the first week of a holiday camp had to be cancelled due to insufficient coaching capacity. As a direct result of this cancellation, the Defendant suffered a loss of QAR 17,221. During the second week of the camp, Mr Clement was able to obtain the services of a substitute fencing coach at a cost of QAR 2,625. In addition, Mr Nelson Victorio, who ordinarily performs accounting and administrative duties, was required to act as an assistant coach throughout the fencing programme, including during the holiday camps for which he had to be paid overtime. Apart from these direct expenses, Mr Clement was obliged to undertake substantial additional teaching, supervision, and operational duties for which he did not receive any additional remuneration.

27. Having regard to the full picture emerging from Mr Clement's uncontroverted evidence, it is clear to me that the Defendant did indeed suffer a loss as a result of the Claimant's breach which is partially quantified and partially unquantifiable. The remaining question is, therefore, whether in view of this loss, the liquidated damages claimed of QAR 29,037 can be said to be grossly excessive. In considering this question, regard must of course be had

to the saving of the Claimant's salary. Stated somewhat differently: can it be said that the Defendant had suffered damages in an amount approaching QAR 58,000 (that is, QAR 29,000 x 2)? I think not. Taking a broad view, I think the Defendant will be amply compensated for its loss by an amount of QAR 15,000.

28. In calculating the quantum of the counterclaim, the smaller claims established by the Defendant amounting to about QAR 1,700 in aggregate must be added to the QAR 15,000, resulting in a total claim of QAR 16,700. To be set off against this is the Defendant's admitted indebtedness to the Claimant in an aggregate amount of about QAR 7,200. Resulting from these calculations, I find the Claimant liable to the Defendant in the sum of QAR 9,500.

Costs

29. With regard to the question of costs, I can see no reason why costs should not follow the event, as contemplated by article 34.2 of the Rules. Hence, I propose to direct that the Claimant is to pay the costs incurred by the Defendant in these proceedings, but excluding the Defendant's costs occasioned by its application for the setting aside of the default judgment, which should in my view be attributed to the Defendant's own fault.

By the Court,

[signed]

Justice Fritz Brand

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

Representation

The Claimant was self-represented.

The Defendant was represented by Mr Alexander Whyatt of Eversheds Sutherland (International) LLP (Doha, Qatar).