



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) 8

IN THE QATAR FINANCIAL CENTRE

CIVIL AND COMMERCIAL COURT

APPELLATE DIVISION

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

Date: 7 April 2026

CASE NO: CTFIC0019/2025

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

Claimant/Applicant

v

ALJABER ENGINEERING W.L.L.

Defendant/Respondent

JUDGMENT

Before:

Lord Thomas of Cwmgiedd, President

Justice Sir William Blair

Justice Her Honour Frances Kirkham CBE

Order

1. The application to set aside the Order as to costs made on 15 February 2026 is dismissed.
2. The Claimant/Applicant is to pay the Defendant/Respondent's costs incurred in this application on the indemnity basis, to be assessed by the Registrar if not agreed.

Judgment

Introduction

1. On 15 February 2026, this Court allowed the appeal of the Defendant in the action ('**AlJaber**') against the default judgment of the First Instance Circuit which had ordered AlJaber to pay the Claimant ('**Gulf**') QAR 4,634,423 due by way of insurance premiums together with interest and costs. The appeal was allowed on the basis that the Claim Form had not been served on AlJaber in accordance with article 18.3 of the Court's Regulations and Procedural Rules 2010 (the '**2010 Rules**').
2. In the order then made the Court also ordered that:

The Claimant, Gulf, 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 no later than 22 February 2026.

3. On 19 February 2026, Gulf made an application to set aside the Order on costs (the '**Order**'). First it contended that (i) AlJaber had been "*lawfully and validly served with the Claim Form and all its supporting documents*", (ii) Gulf had complied with the directions of the Court as to service of the Claim Form, and (iii) it had acted in good faith "*as regards*

completion of service via registered mail". Second, it asserted that the insurance premiums were due. Third, it submitted that Gulf should not have to pay the costs as it was "*the primary and principal aggrieved party by the allowance of the appeal and the setting aside of the [First Instance Circuit] judgment*"; it contended that, in addition "*in its endeavour to effect the service (alleged to be invalid) [it] expended considerable effort, time and money. Furthermore it acted in good faith in its claim ...*".

4. A clear and well drafted Reply was made to the application by AlJaber answering the contention made and relying on the reasons for making the Order set out in paragraph 23 of the judgment. In its rejoinder to that Reply, Gulf again asserted that the Claim Form had been properly served and, if there had been an error in service, that was the fault of Qatar Post and not Gulf. It also contended that AlJaber had incurred no legal costs as it had been self-represented.

Our conclusion on the application

5. This application is hopeless and totally without merit:
 - i. The first ground advanced by Gulf was misconceived as it was based on its failure to understand the judgment given on 15 February 2026. That judgment set out the detailed findings the Court made as to Gulf's attempt to effect service by registered post in accordance with article 18 of the 2010 Rules. Clear findings were made that what had been done did not amount to service in accordance with the 2010 Rules, as the Claim Form had not in fact been sent by registered post to an address for AlJaber in accordance with the provisions of the 2010 Rules. Gulf did not therefore comply with the 2010 Rules or directions of the Court. That judgment was the basis on which the Court determined the appeal and cannot be questioned in an application in respect of the costs which followed on that basis of determination.
 - ii. Any fault on the part of Qatar Post was immaterial. Gulf could and should have realised immediately that there had been a problem with purported service and taken steps to resolve the problem (as explained in the judgment). The costs that were incurred were incurred as a result of the conduct of Gulf as the judgment set out.

- iii. Article 33.2 of the 2010 Rules provides that *“The general rule shall be that the unsuccessful party pays the costs of the successful party...”*.
6. The Court applied the provisions of that article and gave reasons to support its conclusion that Gulf pay AlJaber’s costs. It explained that Qatar Post had printed on to the address label affixed to the package containing the Claim Form the wrong address for AlJaber. As a copy of that label was given to Gulf’s law firm, the law firm should have checked the address. If it had done so, as was said at paragraph 23 of the judgment:

... 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.
7. Gulf has not demonstrated any reason why the Court should have departed from the general rule, or indeed any ground on which the Order should be set aside:
 - i. The merits of the underlying claim for insurance premiums were irrelevant to the Order made as to the costs which had been incurred as a result of the way in which Gulf had set about attempting to serve the Claim Form, in not appreciating the error that had been made and in persisting in a contention that failed.
 - ii. The issues as to the amount of costs recoverable by AlJaber are for determination by the Registrar; the position as to recoverability is summarised in *Azmeh and Nicol on the Law and Practice of the QFC Civil and Commercial Court and Regulatory Tribunal* (LexisNexis UK, 2025) at paragraphs 13.10 and 13.11.
8. As nothing whatsoever has been put before us that in any way casts any doubt on the decision to order Gulf to pay the costs, the application is dismissed. In accordance with article 33.2 of the 2010 Rules, Gulf must pay the costs of this wholly unmeritorious application. As this was a hopeless application, following the principles set out in *Azmeh and Nicol* at paragraphs 13.14, the costs should be assessed on a full indemnity basis.

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 Al-Mahmoud Law Firm (Doha, Qatar).

The Defendant/Respondent was self-represented.