



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) 9

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

Date: 7 April 2026

CASE NO: CTFIC0042/2025

O

Claimant

v

P

1st Defendant

AND

Q

2nd Defendant

JUDGMENT

This judgment was issued to the parties on 7 April 2026. This copy has been anonymised by the Court for publication.

Before:

Justice James Allsop AC

Order

1. The Defendants have leave to file and serve – no later than 16.00 on 21 April 2026 – a counterclaim together with a supporting memorandum and supporting documents.
2. The Claimant, if he wishes to rely upon the evidence of the expert, Ms [***], should exhibit a translation of said report with any necessary annexures and supporting documents to a statement of Ms [***] identifying the circumstances of her retainer and the carrying out of her work, and her views as to the work done to the extent that the report may need any supplementation. Such statement is to be filed and served at a reasonably proximate date, depending on the reasonable convenience and availability of Ms [***], and to the extent possible no later than the end of April 2026.
3. By no later than 16.00 on 21 April 2026, the Claimant must file and serve any statement and evidence in support of his claim that the Defendants engaged in fraudulent misrepresentation in and about the entry into any contractual relationship with him.

Judgment

1. On 26 December 2025, the Court made orders for further submissions upon the matters set out in the judgment of that date ([2025] QIC (F) 70). I do not repeat the contents of that judgment, save to say that it dealt with the legal effect of, and the potential difficulties caused by, the arbitration clauses in some, but not all, of the subject contracts. I set out in paragraphs 109 to 111 of the judgment some possibilities for resolution through the use of an arbitral tribunal.
2. On 13 January 2026, the Claimant filed a document entitled “*Reply and Defence*”. The document was different from the “*Memorandum of Reply and Defence*” also internally referred to as “*Defence and Reply*” which had been earlier filed in answer to the Defendants’ Defence. I take the document filed on 13 January 2026 to be the submissions

made in purported compliance with the orders made on 26 December 2025. Some aspects of that order were not complied with. However, it is unnecessary to take that matter any further at this point.

3. On 25 January 2026, the Defendants filed submissions in reply to the document filed by the Claimant on 13 January 2026. The most important matter relevant to the judgment of 26 December 2025 and the procedural conduct of this matter is that the Defendants expressly and unequivocally waived any reliance upon the arbitration clauses upon which it had hitherto been relying. The consequence of that waiver is that the Court is not constrained in any way by arbitration clauses in hearing the whole of the controversy.
4. The submissions of the Defendants (put into singular at times in the document, but clearly for both Defendants) further responded to the Claimant's submissions and to its case. Two substantive topics were raised by the Defendants. The first was that the body of contractual relationship between the Claimant and the Defendants was not to be construed or interpreted as either Defendant undertaking to carry out any contracting works or material execution of work in its own capacity. The Defendants submit that the First Defendant's responsibility was confined to management and technical supervision functions. The First Defendant was stated to be the "*project supervisor and manager*". As such, the First Defendant was said to be "*the agent of the Claimant*", and not a contracting performing party undertaking construction. The essence of the Defendants' position is that:

... the role of the Defendants was defined in a precise, conclusive and unambiguous manner. Their mandate was expressly limited to management, supervision, coordination and the assignment of works to specialised contractors on behalf of the owner.

5. Thus, the Defendants say the Claimant has sued the wrong persons:

[T]he Defendants are not the persons against whom the right claimed may be asserted, nor does any direct liability arise against them in respect thereof. They were not the original parties to the disputed obligation, nor did the effects of that obligation devolve upon them.

6. It is not clear from the pleading by the Defendants how the persons who were the builders came to enter any contractual relationship(s), if any, with the Claimant.

7. The second substantive topic raised by the Defendants in their submissions of 25 January 2026 was that they wish to file a counter-claim against the Claimant for asserted breaches of contract being “*the unlawful termination [of relevant contracts], the seizure of the site and equipment, the disruption of works, and the deprivation of its dues*” as well as, “*compensation for actual losses, loss of profits, the value of executed but unaccounted work and all resulting legal consequences.*”
8. The two sides appear to have diametrically opposed cases on the contracts. The Claimant’s case is that the Defendants (or at least the First Defendant) were (and was) contractually responsible for design and construction as contractual counterparties to the Claimant. The Defendants’ case is that they themselves were agents of the Claimant in supervising contracts, presumably it is said between the Claimant and the executing builders and contractors. Though, it should be said, this bilaterality between the Claimant and the executing builders is not clear from the submissions. Nor do the Defendants identify any contractual documents governing what is said to be the arrangement between the builder(s) and the Claimant.
9. It is clear that the arbitration clauses and their enforcement, now having been waived, do not deprive the Court of authority to hear the case, nor require the Court to refer any aspect of the dispute to arbitration.
10. It is also clear that the first matter that needs to be resolved is the true nature and character of the contractual relationship or relationships of the parties. Once that question or body of questions has been resolved, it will be necessary to come to grips with the work that was done by the Defendants or the builders, its conformity or otherwise with any requirements of the contracts or specifications, its value, and the responsibility, if any, of the Defendants or one of them for the state of affairs of which the Claimant complains. Involved in such will also be the enquiry whether the Claimant is responsible to the Defendants or one of them for any breach of contract in terminating the contractual arrangements.
11. It is to be noted that the expert report of Ms [***] upon which the Claimant relies is long and detailed. It is in Arabic and it will need to be translated and put into evidence if it is to be relied upon before me.

12. The foreshadowed counterclaim should be filed. Given the time that has passed since the filing of the Defence a period of two weeks from the date of this judgment should be more than adequate. If more time is required by the Defendants, they have leave to approach the Registrar to seek an extension of this time.
13. I will not order a defence to the counterclaim until I see the latter document.
14. While that counterclaim is being prepared, both parties should also consider the question whether they need to file any witness statements by way of any admissible matrix of fact evidence against the background of which the contracts should be construed and interpreted.
15. Further, if the Claimant wishes to rely upon the evidence of Ms [***], her report should be translated and exhibited to a statement identifying the circumstances of her retainer and setting out her views on the work done, to the extent that the report may require supplementation.
16. The Claimant has pleaded serious allegations of fraudulent misrepresentation. He should file, within two weeks of the date of this judgment, any statement setting out his evidence, whether of conversations with the Second Defendant, written communications or otherwise, in support of his claim of fraud and misrepresentation.
17. After the counterclaim has been filed, the Registry will arrange a case management conference to deal with any further procedural matters and to get the matter ready for hearing.
18. There may be other evidential steps that need to be taken, but that will become clearer after the counterclaim with supporting memorandum and supporting documents has been filed and served.

By the Court,



[signed]

Justice James Allsop AC

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

Representation

The Claimant was represented by the Bin Hindi Law Firm, Lawyers & Legal Consulting (Doha, Qatar).

The Defendants were represented by the Law Firm of Mohammed Saud Al-Khater, Lawyer & Legal Consultant (Doha, Qatar).