



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) 13

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

Date: 27 April 2026

CASE NO: CTFIC0008/2026

RATHMORE CONSULTING LLC

Claimant

v

HORTON INTERIORS LLC

Defendant

JUDGMENT

Before:

Justice Fritz Brand

Order

1. The Defendant is ordered to pay to the Claimant forthwith:
 - i. The sum of AED 80,000 together with interest on the said amount calculated at the rate of 5% from 9 October 2024 until the date of payment.
 - ii. The reasonable costs incurred by the Claimant in pursuing its claim against the Defendant and in opposing the Defendant's counterclaim, to be assessed by the Registrar if not agreed.
2. The Defendant's counterclaim is dismissed.

Judgment

Introduction

1. The Claimant, Rathmore Consulting LLC, is a corporate entity established and licensed to do business under the regulations of the Qatar Financial Centre (the '**QFC**'). The Defendant, Horton Interiors LLC, is incorporated under the laws of the United Arab Emirates with its principal place of business in Dubai. The dispute arises from an agreement between the parties which came into existence when the Defendant accepted a written proposal by the Claimant, dated 22 May 2024 by way of a purchase order, dated 19 June 2024.
2. Relying on this agreement, the Claimant's claim is for AED 80,000, while the Defendant, relying on the same agreement, filed a conditional Counterclaim for AED 15,000 plus unquantified damages; conditional, because it is subject to the Defendant's jurisdictional challenge being unsuccessful.

Procedure

3. Because of the relatively small sums and the nature of the issues involved, the claim was allocated by the Registrar to the Small Claims Track of this Court under Practice Direction No.1 of 2022 (the '**Practice Direction**'). After the claim was served on the Defendant, it filed opposing papers and a conditional Counterclaim which was followed by the

Claimant's reply. In its opposing papers, the Defendant challenged the jurisdiction of this Court to determine the dispute and denied the merits of the claim.

4. It appears from the papers that there is a clear factual dispute between the parties. Nonetheless, I consider that where cases have been allocated to the Small Claims Track, it is important that such cases be determined as quickly and efficiently as possible and that it is in keeping with the Practice Direction for the Court to go on to determine the claim, usually on the papers, without the need for a trial. This ensures that the objective of the Practice Direction – to deal with small claims quickly and efficiently – is met. Accordingly, I have decided to determine the case on the basis of the written material before me and without hearing oral evidence or argument.

Jurisdiction

5. Logic dictates that I shall deal with the Defendant's jurisdictional challenge at the outset. The basis relied upon by the Claimant for its contention that this Court has jurisdiction to determine the dispute, is twofold. First, it relies on article 9.1.1.3 (which reproduces article 8(3)(C)(3) of the QFC Law, Law No. 7 of 2005) of the Rules and Procedures of this Court (the '**Rules**') which provides, in the context of article 9.1.1:

The First Instance Circuit of the court shall have jurisdiction to decide the following disputes:

Civil and commercial disputes arising between entities established in the QFC and contractors therewith ...unless the parties agree otherwise.

6. Second, the Claimant relies on clause 44 of its Standard Terms and Conditions, which are incorporated as part of its proposal of 22 May 2024. It reads:

44. The rules of the Qatar Financial Centre (QFC) govern the Agreement between the Company and Rathmore Consulting, relating to our services. If any claim, dispute, or difference of any kind whatsoever arises out of or in connection with the Agreement (for example, any question regarding their existence, validity, or termination), the Company and Rathmore Consulting each agree to submit to the exclusive jurisdiction of the QFC courts.

7. The Defendant's contentions to the contrary, as to why this Court does not have jurisdiction, are manifold, including the following:

- i. The proposal was not signed on behalf of the Defendant, hence clause 44 of the Standard Terms and Conditions does not form part of the agreement.
 - ii. The proposal was overtaken and amended by the Defendant's purchase order of 19 June 2024 which does not contain a jurisdiction clause.
 - iii. The Claimant instructed lawyers in Dubai to send a letter of demand, which letter pertinently relied on UAE law and in consequence the Claimant is estopped from asserting that this Court has jurisdiction.
 - iv. The Defendant is not a QFC entity and has no links with the QFC. Moreover, the agreement relates to a project in Dubai and to a contract (the main contract) which is governed by the laws of the United Arab Emirates.
8. I find all these objections unpersuasive and misconceived. The fact that the proposal was not signed on behalf of the Defendant is of no consequence since its terms were plainly accepted by the Defendant through conduct, particularly since the purchase order, on which the Defendant so heavily relies, expressly referred to and incorporated the terms of the proposal. The defence of estoppel is unfounded in that there is no allegation that the Defendant relied on the purported presentation contained in the letter of demand or that acted on such reliance to its prejudice, which are the essential elements of the estoppel defence.
9. The fact that the Defendant has no link with the QFC, or that the agreement relates to a main contract which is governed by the laws of the United Arab Emirates, or that it pertains to a project in Dubai, is all immaterial and beside the point. This is particularly so in the light of article 9.1.1.3 of the Rules which affords this Court jurisdiction in a civil and commercial dispute (which this clearly is), arising between an entity established in the QFC (such as the Claimant), and a contractor therewith (such as the Defendant), unless the parties agree otherwise (which, even on the Defendant's own account, they plainly did not). Accordingly, I find that this Court has jurisdiction to determine the dispute.

The substantive dispute

10. This brings me to the merits of the claim and the disputes arising therefrom, the factual background of which is broadly as follows:

- i. The Claimant provides professional services in the building industry, including the rendering of advice and assistance to contractors in the formulation of delay claims, also referred to in the industry as extension of time or 'EOT' claims, under construction contracts.
- ii. On 4 August 2023, the Defendant, as the contractor, entered into a construction contract with Omniyat Projects Management LLC, as the employer, for work on the Opus Penthouse in Business Bay, Dubai. The contract price was agreed at AED 23,700,000, with delay damages for the works set at AED 20,000 per day.
- iii. Since the commencement date of the contract, so the Defendant contended, it has suffered significant delay and disruption to the works, mainly as a result of design changes introduced by the employer. In consequence, it requested the Claimant to provide it with a proposal to formulate an extension of time claim, utilising the baseline programme and the contractor's monthly progress updates of the programme, as the basis of the submission, considering the effects of causes of delay on the time for completion for the period from the commencement date up to a cut-off date of 30 April 2024.
- iv. In response to the Defendant's request, the Claimant submitted the proposal dated 22 May 2022, which constitutes the basis of its claim. Apart from the Claimant's Standard Terms and Conditions for Consultancy Work incorporated in the proposal, to which reference has already been made, the proposal also contained the following express terms which turned out to be of relevance in the context of the present dispute: it tendered a lump sum fee for the execution of the Claimant's mandate in an amount of AED 100,000. Regarding the terms of payment, it stipulated that 50% of the fee would become payable prior to the execution of the

mandate and the remaining 50% upon submission of the draft claim to the Defendant for internal review and comment:

Once submitted, Rathmore will provide up to two (2) written letter responses to any queries or comments received from the employer or its representatives, anything over and above this will be considered as additional services.

If a further update of the claim is required beyond the cut-off date of 30 April 2024 ... this will be the subject of a separate proposal, and additional fees will apply.

Rathmore has excluded from its price producing, recreating and/or correcting the baseline programme and the Contractor's progress updates if there are any missing updates, errors or inconsistencies in the same.

11. On 19 June 2024, the Defendant accepted the proposal, by way of a purchase order, which stipulates the following terms of payment instead of those proposed by the Claimant in its proposal:

20% advance payment prior to mobilization.

60% upon submission of final report to the contractor for submitting to Employer.

20% prior to the final decision on the EOT.

12. Apart from these changes, the terms of the Claimant's proposal were accepted without any qualification or amendment. The Claimant, in turn, accepted the payment terms stipulated by the purchase order.

13. It is common ground that the Defendant paid the initial 20% and that the balance of the lump sum fee, amounting to AED 80,000 remains outstanding. Similarly, it is not in dispute that on 4 September 2024, the Claimant delivered the final EOT claim, incorporating the Defendant's comments, to the Defendant and that on 10 September 2024, the Defendant submitted this claim to the employer.

14. Following upon this submission, the employer's representative returned formal comments on the EOT claim on 24 September 2024 and instructed the Defendant to reproduce and resubmit the claim with extensive amendments. In addition, the employer's representative

advised the Defendant to include all delays up to the date of the employer's representative's letter in late September 2024, which was well beyond the agreed cut-off date of the Claimant's scope of work on 30 April 2024.

15. Broadly, the Defendant's complaint is that in November and December 2024, the Claimant had failed to undertake the further work instructed by the employer's representative in its letter of 24 September 2024. In consequence of this failure, so the Defendant alleges, it was compelled to instruct another consultant to prepare and submit the required response at a cost of AED 15,000, which constitutes the basis of its Counterclaim.

16. The Claimant's answer to this claim is that the work required by the instructions of the employer's representative was well outside the scope of the work undertaken by it in terms of the agreement in that: it required a reproduction or resubmission of the claim after submission to the employer's representative; it was work on the Defendant's own programme data; and it required an update to the claim beyond the cut-off date. As I see it, the position taken by the Claimant is well supported by the express terms of the agreement between the parties to which I have referred. In this light, I hold that neither the Defendant's defence to the claim, nor its counterclaim, can be sustained.

Interest

17. In terms of the agreement between the parties, payment by the Defendant was to be made within thirty days of the invoice date. Since the date of the Claimant's first invoice was 9 September 2024, I hold that the Claimant is entitled to interest on the amount of its claim, to be calculated from 9 October 2024, at the standard rate of 5% per annum, until the date of payment.

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 self-represented.