



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 (C) 3

**IN THE QATAR FINANCIAL CENTRE
CIVIL AND COMMERCIAL COURT
COSTS ASSESSMENT**

Date: 5 April 2026

CASE NO: CTFIC0035/2022

RUDOLFS VEISS

Claimant

v

PRIME FINANCIAL SOLUTIONS LLC

Defendant

JUDGMENT

Before:

Mr Umar Azmeh, Registrar

Order

1. The Defendant is to pay to the Claimant the sum of **QAR 95,925** forthwith.
2. An enhanced rate of interest of 7% per annum will apply to the costs noted in paragraph 1, above, from the third working day after the date of this judgment.

Judgment

Introduction

1. This case has a long substantive history, none of which is relevant to this judgment. The procedural history relating to this judgment can, however, be put very briefly.
2. The Claimant is a former director of the Defendant. On 9 January 2025, Eversheds Sutherland (International) LLP (**'Eversheds'**) filed an application for summary judgment on behalf of the Claimant. That application related to the recovery of costs incurred by the Claimant in defending criminal and regulatory proceedings pursuant to an indemnity in the Defendant's articles of association, qualified by article 61(2) of the QFC Companies Regulations 2005.
3. On 16 February 2025, the Court (Justice Fritz Brand) granted summary judgment, awarding the Claimant QAR 783,787.50 and GBP 298,530 by way of recovery of costs ([2025] QIC (F) 8). The Court also awarded the Claimant reasonable costs and disbursements incurred by him in the summary judgment application and the indemnity application.

Submissions

4. Eversheds submitted a costs application along with various annexes comprising the ledgers for the work recorded dated 6 January 2026. The costs claimed are as follows:
 - i. Indemnity application: QAR 57,478.
 - ii. Summary judgment application: QAR 16,074.
 - iii. Enforcement application (relating to the costs noted in paragraph 3): QAR 14,677.

iv. Costs submission filed in the instant case: QAR 26,692.

Total: **QAR 114,921**.

5. Further the Claimant seeks interest on the sum above at the rate of 5% per annum from the date upon which payment for the above- sum purportedly became due, namely 16 February 2026, and at 7% from 30 days after the date of this judgment.

6. The Claimant makes, inter alia, the following submissions:

i. The Claimant has been wholly successful in the proceedings.

a. The indemnity application was unopposed.

b. The Claimant was awarded 100% of his legal costs.

ii. The costs are reasonable.

a. The indemnity application was a “*substantial and complex undertaking, requiring a comprehensive review of prior judgments, orders, factual findings, and all legal costs...*” The work also entailed an analysis of the relevant legal provisions, a review of the regulatory and criminal proceedings documentation, and coordination with other counsel. The total hours on the application was 30.4, with the bulk of the work undertaken by an associate and paralegal with hourly rates that are standard for the market.

b. The summary judgment application was completed in 7.7 hours, with an appropriate spread of work between the same fee earners as in 6(ii)(a), above.

c. Given the Defendant’s failure to meet the legal costs awarded in [2025] QIC (F) 8, the Claimant was compelled to file and

enforcement application which expended 8.3 hours of fee earner time. This is a reasonable amount of time given the work and complexity of the enforcement process.

- d. The preparation of the costs application expended 13.2 hours, with the application covering the indemnity application, the summary judgment application and enforcement proceedings. Again, the division of work was appropriate between fee earners and was largely undertaken by a paralegal.

iii. The conduct of the Defendant has caused delay:

- a. The Defendant's complete non-participation in any of these proceedings prolonged matters and caused the Claimant to incur extra costs.
- b. The Claimant made repeated attempts to contact the Defendant but was met with silence.

- 7. The Defendant did not file or serve any costs submissions of its own. Its behaviour throughout the course of these proceedings has been disgraceful and disrespectful both to the Claimant and to the Court.

Approach to costs

- 8. Article 34 of the Court's Rules and Procedures reads as follows:

34.1. The Court shall make such order as it thinks fit in relation to the parties' costs of proceedings.

34.2. The unsuccessful party pays the costs of the successful party. However, the Court can make a different order if it considers that the circumstances are appropriate.

34.3. In particular, in making any order as to costs, the Court may take account of any reasonable settlement offers made by either party.

34.4. Where the Court has incurred the costs of an expert or assessor, or other costs in relation to the proceedings, it may make such order in relation to the payment of those costs as it thinks fit.

34.5. In the event that the Court makes an order for the payment by one party to another of costs to be assessed if not agreed, and the parties are unable to reach agreement as to the appropriate assessment, the assessment will be made by the Registrar, subject to review if necessary by the Judge.

9. In *Hammad Shawabkeh v Daman Health Insurance Qatar LLC* [2017] QIC (C) 1, the Registrar noted that the “... list of factors which will ordinarily fall to be considered” to assess whether costs are reasonably incurred and reasonable in amount will be (at paragraph 11 of that judgment):

- i. Proportionality.
- ii. The conduct of the parties (both before and during the proceedings).
- iii. Efforts made to try and resolve the dispute without recourse to litigation.
- iv. Whether any reasonable settlement offers were made and rejected.
- v. The extent to which the party seeking to recover costs has been successful.

10. *Hammad Shawabkeh v Daman Health Insurance Qatar LLC* noted as follows in relation to proportionality, again as non-exhaustive factors to consider (at paragraph 12 of that judgment):

- i. In monetary ... claims, the amount or value involved.
- ii. The importance of the matter(s) raised to the parties.
- iii. The complexity of the matters(s).
- iv. The difficulty or novelty of any particular point(s) raised.
- v. The time spent on the case.
- vi. The manner in which the work was undertaken.

vii. The appropriate use of resources by the parties including, where appropriate, the use of available information and communications technology.

11. One of the core principles (elucidated at paragraph 10 of *Hammad Shawabkeh v Daman Health Insurance Qatar LLC*) is that “*in order to be reasonable costs must be both reasonably incurred and reasonable in amount.*”

12. The relevant principles from the caselaw are now codified into Practice Direction No. 2 of 2024 (Costs).

Analysis

Amounts claimed

13. As a preliminary, I repeat what I said in *Sami Mahgoub Moustafa v Sharq Insurance LLC* [2025] QIC (C) 9 at paragraph 21:

In cases such as these, where one party has not engaged with the cost assessment process and has filed no substantive submissions in opposition to the cost claims made by their opponent, that party cannot expect this Court to under take a line-by-line assessment, picking apart every time entry put forward by the successful party. That is the job of the party in question, not this Court. It might also lead to the absurd situation in which through this cost assessment process, the Court acting alone taxes down costs more than an opponent would have been able to persuade the Court to do. Therefore, the approach going forward will be – of course to apply the usual principles and rules found in the Practice Direction and the case law – a broad approach to assessment in tranches of work.

14. This is the approach that I will follow in this case. I have reviewed the ledgers and the breakdown of work is as follows:

- i. Indemnity application – 30.4 hours: (circa) partner – 6.25% of time; associate – 58% of time; and paralegal – 36% of time.
- ii. Summary judgment application – 7.7 hours: (circa) partner – 19% of time; and paralegal – 80% of time.

- iii. Enforcement proceedings – 8.3 hours: (circa) partner – 12% of time; associate – 15% of time; and paralegal 83% of time.
 - iv. Costs application – 13.2 hours: (circa) partner – 15% of time; associate – 9% of time; and paralegal – 75% of time.
15. The hourly rates charged by each fee earner are comfortably within the market rate range for an international law firm in Doha. Dividing the hours by the total fees for each tranche of work, one gets the following blended hourly rate: QAR 1,890 (indemnity application); QAR 2,087 (summary judgment application); QAR 1,768 (enforcement proceedings); and QAR 2,022 (costs application).
16. I am satisfied that both the hourly rates and the division of work are reasonable for each tranche of work.
17. Looking at this case in the round and taking account of the Claimant’s submissions, the judgments and the documentation filed at each stage, I am going to make a modest reduction to the indemnity application to 25 hours (fees reduced to QAR 51,030 using the blended hourly rate) and the costs submission to 8 hours (fees reduced to QAR 14,144 using the blended hourly rate). Thus, the total I have prima facie allowed is **QAR 95,925**.

Reasonableness

18. My view is that, taking account of the time reduction that I have imposed above in paragraph 17, the remaining time spent on those items along with the summary judgment application and the enforcement application is reasonable, as is the total figure for the work (QAR 95,925):
- i. The conduct of the Defendant has been appalling, with absolutely no engagement whatsoever. This is in stark contrast to the Claimant and his lawyers who have acted with appropriate care.
 - ii. The Claimant has attempted to communicate with the Defendant many times and has received a wall of silence. The Defendant is clearly not interested in resolving these matters.

- iii. Given the silence of the Defendant, settlement was not an option in this case.
- iv. The Claimant has been entirely successful in the substantive case, receiving an award of 100% of the legal costs he sought.

19. As to proportionality:

- i. The amount the Claimant sought is well in excess of QAR 2m (using the exchange rate on 2 April 2026). QAR 95,925 is well under 5% of this figure: this is clearly reasonable.
- ii. This matter is clearly important to the Claimant who is lawfully owed a very large sum of money and who has not been paid that sum by the Defendant.
- iii. The matters were not overly complex but did require careful work. In any event, given how low the fees are in comparison to the overall debt sought, this is not a significant issue in the context of this case.
- iv. As noted the time spent – following my deductions – and the division of work is entirely reasonable for a recovery of a significant sum of money.

Interest

20. The Claimant seeks interest on these costs from the date that they became due, which he submits is 16 February 2025, namely the date of the judgment in which he was awarded the legal fees.

21. I am afraid I disagree with the Claimant. The costs sought QAR 114,921 – now reduced to QAR 95,925 – are not payable until the date of this judgment. In other words, even though the First Instance Circuit awarded the Claimant his costs in February 2025, those do not crystallise into a figure that is payable until this judgment is handed down. It may well be that the Claimant is entitled to interest on the legal fees that were awarded in that February 2025 judgment – in which case the Claimant can make an application to the Court for the

interest relating to that judgment if it remains unpaid – but these costs were not a debt in February 2025 in the same way that a definite figure contained within an unpaid invoice is prior to judgment being handed down.

22. That said, given the conduct of the Defendant in completely ignoring its obligations, I am of the view that enhanced interest is warranted. It is in the interests of justice to make such an award in this case taking account of: (i) the conduct of the Defendant, (ii) the significant sum of money owed to the Claimant, and (iii) the Defendant’s failure to comply with Court orders. That enhanced rate of interest will be 7% and will apply from the third working day after the date of this judgment.

Conclusion

23. The sum I award the Claimant is therefore **QAR 95,925** as his reasonable costs of these proceedings. That sum is due forthwith.

By the Court,



[signed]

Mr Umar Azmeh, Registrar

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

Representation

The Claimant was represented by Eversheds Sutherland (International) LLP.

The Defendant did not appear and was not represented.