



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) 4

IN THE QATAR FINANCIAL CENTRE
CIVIL AND COMMERCIAL COURT

Date: 8 April 2026

CASE NO: CTFIC0026/2025

SPINE LLC

Claimant/Applicant

v

LAMAISON HOTEL LLC

Defendant/Respondent

JUDGMENT

Before:

Mr Umar Azmeh, Registrar

Order

1. The Defendant must pay to the Claimant the sum of **QAR 60,720 forthwith**.

Judgment

Background

1. On 5 August 2025, the Court (Justice Fritz Brand) issued default judgment in favour of the Claimant in the sum of QAR 231,919 ([2025] QIC (F) 36).
2. The Defendant applied for default judgment to be set aside, and on 22 September 2025, that application was refused by the Court (Justice Fritz Brand; [2025] QIC (F) 46).
3. The Defendant subsequently applied for permission to appeal from both judgments of the First Instance Circuit. The Appellate Division refused permission to appeal on 27 November 2025 (Lord Thomas of Cwmgiedd, President, and Justices Her Honour Frances Kirkham CBE and Dr Talal El-Emadi; [2025] QIC (A) 11).
4. Both judgments of the First Instance Circuit directed that the Defendant pay the reasonable costs of the Claimant to be assessed by me if not agreed.

Submissions

5. The Claimant filed and served its submission on 12 January 2026, comprising its application for costs and interest, along with a number of annexes. The Claimant's submissions are, inter alia, as follows:
 - i. It was compelled to file the claim given the Defendant's lack of engagement pre-action to settle the matter amicably.
 - ii. That while the principal sum was satisfied by the Defendant on 26 October 2025, the interest accrued under the default judgment went unpaid which necessitated enforcement action, action that was only unsuccessful because the Enforcement Court had closed the file after the principal sum had been paid.
 - iii. The Defendant has not, despite attempts by the Claimant, properly engaged on costs, which amount to QAR 108,119.60, up to and including the costs application (QAR 88,039.60 being the costs of the

substantive case and QAR 20,080 being the costs of the costs application). The Defendant offered a “*token sum of QAR 5,000*” in full and final settlement of costs, and its behaviour has been “*uncooperative*”, “*unreasonable*” and has “*caused significant delays in the resolution of this matter and is directly responsible for the costs incurred*”.

- iv. The work undertaken for the substantive matters included preparation of the claim, responding to the application to set aside default judgment, research, advising on appeal, and taking steps to enforce the judgments. The sums claimed are reasonable and proportionate to the nature and value of the claim, and the Claimant generously limited its actual time.
 - v. The conduct of the Defendant was unreasonable, for example failing to respond to pre-action letters, failing to respond to the claim, ignoring requests for payment, deliberately delaying proceedings, failing to engage in good faith, making a disproportionate offer in relation to costs, and compelling enforcement proceedings.
 - vi. The Claimant also seeks interest it submits is still due under the original judgment.
6. The Defendant’s response, filed and served on 9 February 2025 along with a number of factual and legal exhibits, makes, inter alia, the following points:
- i. The following categories of costs “*outside the scope of the Registrar’s determination and should be excluded*”: pre-litigation costs, enforcement costs, costs related to appellate proceedings, and correspondence-related costs.
 - ii. QAR 118,116.50 is neither reasonable nor proportionate given that it represents some 45% of the substantive claim.
 - iii. Interest should not be allowed as this “*improperly expands the scope of the costs application and reopens matters that ought to be final.*”

- iv. The Claimant's own conduct during the proceedings has "*unnecessarily obfuscated, convoluted, and overly complicated what ought to be relatively straightforward proceedings.*"
- v. The Claimant chose to bring enforcement action prior to proceedings being finalised and that this alone should be sufficient for no costs to be awarded. The enforcement action caused disruption to the Defendant's business and is the reason the sum was paid in full despite being under appeal.
- vi. The lack of an engagement letter or invoice suggests that the matter has been undertaken – as is customary – on a lump sum basis, and that according to article 37 of Law No. 23 of 2006, the sum should not exceed 25% of the value awarded in the case. Without proper documentation, the ledger is only indicative of what is reasonable. Work that is not directly legal work, i.e. "*clerical*" or "*administrative work*" is not recoverable.
- vii. The conduct of the Claimant has complicated proceedings and put improper pressure on the Defendant.
- viii. An award of interest is not permissible.
- ix. An award should not exceed QAR 5,000.

7. The Claimant filed and served its reply on 17 February 2026. It made, inter alia, the following points (an updated ledger and the engagement letter were included):

- i. A narration of the procedural history.
- ii. That the scope of a costs order is deliberately broad, encompassing "*all costs reasonably incurred in the prosecution, continuation and enforcement of the claims*".
- iii. The entire costs order could have been awarded had the Defendant paid a debt that it ultimately did indeed pay following a court order.

- iv. The claim for interest is not a new claim nor an attempt to expand the recoverable amount but the implementation of an existing determination.
- v. The sum claimed for the preparation of the Reply is QAR 15,376.

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

Miscellaneous points

13. First, I will address the hourly rates. The letter of engagement dated 29 June 2023 sets out hourly rates as follows: partner (QAR 2,800), senior associate (QAR 2,300), associate (QAR 2,000), junior lawyer/paralegal (QAR 1,200) and other (QAR 500). These are low rates in the market in Doha and therefore are clearly reasonable in my view. The work has clearly been agreed on an hourly rate basis rather than the fixed-fee suggested by the Defendant. As noted, up to and including the first costs submission, the total claimed was QAR 88,039.60 in 69.59 hours at a blended hourly rate of QAR 1,265.

14. Second, the offer made by the Defendant is utterly derisory and unrealistic. The suggestion that this entire litigation ought to cost comfortably under \$1,400 is not a serious proposition. It is entirely unsurprising that it was rejected by the Claimant.
15. Third, on the question of interest, I agree with the Defendant that this judgment cannot deal with interest. However, the interest on the principal sum awarded by the First Instance Circuit has not been paid as directed. It would be an absurd proposition if, not having satisfied the proper award made by this Court, a defendant could subsequently claim that this was the end of the matter and that a claimant was unable to recover the full sum it was owed. The Claimant should approach the Court for an updated interest judgment to enforce with the Enforcement Court should it seek the outstanding interest.
16. Fourth, pre-action work is part of the costs of the proceedings. By way of example, preparation of pleadings must occur pre-action, and those clearly are recoverable. Proper pre-action work is recoverable as it represents a continuum of work comprising the “*proceedings*” within article 34 of the Rules and Procedures. I agree with the Defendant that work in relation to the application for leave to appeal cannot be recovered as the Claimant was not called upon by the Court in relation to that phase of the litigation.
17. Fifth, as to enforcement, the Defendant has attacked the Claimant on two grounds. One that the enforcement process ought not to have commenced, and that the enforcement put unreasonable pressure on the Defendant’s business which is why the principal sum was paid. The fact remains that the Claimant was able successfully to register its enforcement matter with the Enforcement Court and that is something that I am unable to go behind. Furthermore, enforcement proceedings are designed to put pressure on a judgment debtor to induce them to make good an outstanding judgment debt, including by disrupting business operations: this is not something that can be taken into account against the Claimant.
18. Sixth, nothing in the jurisprudence of the Court or in Practice Direction on Costs (No. 2 of 2024) suggests that “*administrative*” or “*clerical*” work is irrecoverable. It is a matter of degree and reasonableness. The principle that defendants ought to note is that these tasks would not have occurred had a judgment debt been satisfied as ordered.

However, the Defendant is right that in normal circumstances, research, for example, is not something that is recoverable, and this case would in my view fall into the normal circumstances category.

Specific items/tranches of work

19. The Statement of Claim is approximately 6.5 pages long and contained several annexes. It should not, in my view, have taken more 8 hours to finalise. However, I will also allow proper time for the Claimant's lawyers to have taken instructions and to have reviewed the material necessary for the preparation of the Statement of Claim. I will allow an additional 8 hours for the taking of instructions and reviewing the necessary material. For arranging service of the claim, I will allow 2 hours (which includes liaising with QPost and uploading the relevant documentation onto eCourt). Up to the point at which service was completed, therefore, I have prima facie allowed 18 hours.
20. The next phase of the case was the application to set aside default judgment. The Court directed a response from the Claimant. This of course had to address the test for default judgment and allude to the substantive merits of the claim. I will allow 14 hours for this document, which includes time reading and analysing the Defendant's application to set aside, and liaising with the client.
21. Enforcement is the next chronological phase of the work. Enforcement is – since the passing of the Judicial Enforcement Law (Law No. 4 of 2024) – a more time-consuming process with more moving parts than under the previous law. It does entail the collection of more documents, and liaising with both the QICDRC and the Enforcement Court in order expeditiously and effectively to pursue enforcement of a judgment. It also involves liaising with one's client. I will therefore allow 4 hours for the enforcement process.
22. The next and final phase of the proceedings are the costs, with one primary submission and a reply to the Defendant's submission. These are carefully constructed submissions with a number of annexes. I will allow a total of 12 hours for two submissions together.
23. I have disallowed any time for research and any work on the application for permission to appeal. The preliminary figure I have allowed is 48 hours at the blended hourly rate of QAR 1,265, totalling **QAR 60,720**.

Reasonableness

24. The relevant test is set out at paragraphs 9 and 10 above, and I apply it as follows:

- i. I disagree with the Defendant that the Claimant's conduct is to be deprecated, particularly in relation to the purported disruption of the Defendant's business: the Defendant owed the Claimant a substantial sum of money, and it can hardly complain that the Claimant took action to recover those monies. Equally, the Defendant was fully entitled to apply to set aside default judgment and seek permission to appeal; however, it also should have been aware that this approach might have increased costs (which it did).
- ii. There is no specific evidence before me that there were efforts made to resolve this dispute without recourse to litigation. However, it is reasonable to assume that the Claimant sought to obtain the sums allegedly owing and that any attempts were unsuccessful. There is no evidence that they did not do so.
- iii. There is no evidence of any reasonable settlement offer before me save an offer in relation to the costs of these proceedings, the Defendant's offer of QAR 5,000 which, as noted above, was completely unrealistic: this drove up the costs of proceedings necessitating this costs assessment process.
- iv. The Claimant has been entirely successful in these proceedings, obtaining the precise sum it sought before the First Instance Circuit.
- v. Proportionality:
 - a. The preliminary figure that I have arrived at is a little over QAR 60,000, approximately 26% of the sum awarded by the Court. This cannot be said to be disproportionate. However, I note here for future cases that an exact formula of a certain percentage being acceptable or unacceptable is inappropriate: this is highly fact-specific. By way of example, say the amount owed was QAR 1,000, and the

same process that occurred in this case occurred in that hypothetical case, and that the fees sought were QAR 2,000 – an extremely low number but 200% of the principal sum – would that be an unreasonable sum for taking entirely lawful action to enforce one’s rights?

- b. The matter was clearly important to the Claimant as the amounts owed were the lifeblood of its business. It was entitled to be paid.
- c. The matter was not particularly complex or difficult, but the time I have allowed as a preliminary reflects the appropriate work for a case of this nature.
- d. I have allowed 44 hours which in my view is proportionate to the different phases of the work that were necessary.
- e. The division of labour deployed by the Claimant’s lawyers were entirely appropriate, with the bulk being done by a junior lawyer which resulted in a blended hourly rate of QAR 1,625 (the junior lawyer rate is QAR 1,200 and the associate rate is QAR 2,000).

25. My overall conclusion is that, given the deductions made resulting in 44 hours / QAR 60,720 by way of reasonable costs is entirely reasonable in the context of this case which had, as I have recorded, four distinct phases: claim, response to default judgment, enforcement and costs. All of the time that I have awarded comprises items that are reasonably incurred and reasonable in amount.

26. I repeat again, for the benefit of litigation before this Court, that the Court takes a dim view of parties that do not pay debts lawfully owed to other parties. Business in the QFC, and indeed anywhere, cannot function if parties do not meet their legal obligations to their contractual counterparties, and this Court will always do what it can to ensure that sums due are paid.

27. Moreover, as often happens, the surprise or shock expressed by Defendants in their submissions when faced with a costs bill of any substance is entirely misplaced. I take at face value that the offer of QAR 5,000 that the Defendant offered the Claimant by way of costs settlement was a genuine offer: if that is indeed the amount that the Defendant deemed reasonable, then shock might be an appropriate reaction.
28. This point ought to be trite for parties but I have had to make it a number of times, and I shall therefore make it again. Parties who properly exercise their legal rights before this Court, for example by making applications before the First Instance Circuit or applications for permission to appeal, must understand that these steps may increase the costs of the case which, if they are the unsuccessful party, they will be directed to meet in the usual course of things. Successful parties are entitled to recoup reasonable costs, and these will be awarded at market rates in Doha.
29. This is another example of a party that refused to pay a sum due for a substantial period of time only to pay it during the course of litigation. In other words, the Defendant would have saved itself the sum in the following paragraph entirely had it complied with its obligations.

Conclusion

30. The Defendant must pay to the Claimant the sum of QAR 60,720 forthwith.

By the Court,



[signed]

Mr Umar Azmeh, Registrar

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

Representation

The Claimant/Applicant was represented by the Al Marri & El Hage Law Office (Doha, Qatar).

The Defendant/Respondent was represented by the Sharq Law Firm (Doha, Qatar).