



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) 32

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

Date: 14 June 2026

CASE NO: CTFIC0062/2025

AHMED MAHMOUD HASHIM

Claimant

v

CHARLES CROSS – LONDON LLC

Defendant

JUDGMENT

Before:

Justice James Allsop AC

Order

1. The Defendant is to pay to the Claimant the sum of QAR 597,496.20, interest to accrue on the sum of QAR 508,000 from 1 June 2025, and on the balance of QAR 89,496.20 from 30 September 2023, to the date of payment.
2. The Counterclaim is dismissed with costs.
3. The Defendant must pay the Claimant's costs in relation to the wrongful filing of the criminal complaint on the indemnity basis.

Judgment

Introduction

1. The Claimant, Mr Ahmed Hashim, brings these proceedings against the Defendant, Charles Cross London LLC, a company licensed and registered in the Qatar Financial Centre ('QFC').
2. The claim arises out of an employment contract (substantially in writing) entered into between the Claimant and the Defendant on 17 August 2021 (the 'Contract'). The written form of the Contract was a signed letter of offer dated 17 August 2021 signed by Mr Ayman Hamed, as "*Managing & Art Director Middle East/Gulf*", and Ms Maria Chipman, as "*Operations Director*". Mr Hamed was variously described in the evidence as the managing director or general manager of the Defendant. There was no issue in the proceedings but that he controlled the Defendant. Ms Chipman played no further part in the events.
3. It was not in issue that the Claimant commenced employment with the Defendant on or soon after 17 August 2021. There was no copy of the offer letter signed by the Claimant in evidence. The proceedings went forward on the common assumption that the written offer comprised (with two important exceptions, to which I will come) the terms of the employment.
4. The Contract provided that the Claimant was offered the position of "*Fit-Out Manager*", and the following were described as "*key details of [his] employment*":

- i. The Claimant was to report to Mr Ayman Hamed.
- ii. The employment was based in Doha.
- iii. The total salary was QAR 20,000 per month, comprised of basic salary of QAR 11,000 per month together with a housing allowance of QAR 6,000 and a transportation allowance of QAR 3,000 per month.
- iv. Working hours were:

The normal hours of work are 54 hours per week based on working Saturday to Thursday 8:30am to 6:30pm (or according to work requirements) including one hour as lunchbreak, although you will be required to work such additional hours necessary to effectively carry out your role, subject to the maximum weekly hours stipulated under Qatar labor law.

- v. The Contract provided for notice for termination of one month in the first five years.
- vi. An employment benefit was provided of one standard return flight “to your normal country of residence per annum”.
- vii. The Contract provided for an end of service gratuity as follows:

Once you have completed one year of service you will be entitled to a gratuity on leaving service in accordance with the minimum prescribed under Qatar labor law, currently 3 weeks’ pay based on basic salary per year of service. The company considers this gratuity to be in lieu of a pension and consequently Charles Cross – London does not make additional pension contributions for its employees.

- viii. Annual leave was provided for as follows:

Your annual leave entitlements will comprise of 21 working days at your discretion, subject to prior approval by the Company, 7 working days relating to specified Qatari public holidays and Christmas Day and New Year’s Day. Holidays are pro-rated in accordance with annual leave year which runs from 1st January to 31st December.

- ix. There was a provision in the Contract entitled “Percentage of Profits” in the following terms:

You will be entitled to gain a 15% percentage of your accomplished projects net profit – after all project cost and company expenses being calculated and deducted with the next terms:

(1) The above percentage will be calculated from the start date of your employment however it shall be eligible to you only when your employment period with the Company exceeds 12 months starting with your employment date.

(2) The above percentage will be eligible only on the accomplished and handed over projects.

(3) The above percentage will be eligible only on the fully invoiced and paid projects.

x. The offer letter also contained the following:

All other details relating to your terms and conditions of employment will be confirmed to you in due course and you will be issued with a localised Charles Cross – London contract as soon as practicable after your employment.

5. As far as the evidence discloses, no further terms and conditions of employment were provided to the Claimant.

6. At the outset I should deal with the disputed question of the increase to the Claimant's salary. The Claimant claimed that after about two months or the probationary period of three months, the salary was increased to QAR 22,000 per month, which I take to be reflected in an increase of the basic salary to QAR 13,000 per month. Some attempt was made at the hearing of the matter on 19 May 2026 and in the post-hearing submissions to contest this increase in salary on the basis that it was not agreed in writing. I reject that. It may not have been put in writing, but the pleadings made it clear that this occurred, and the Defence did not challenge it. The payroll documentation could have been made available to deny the Claimant's pleading of this. Such was not produced. At the hearing the Claimant affirmed the truth of the allegations of fact within his pleadings. I find that the basic salary was increased to QAR 13,000 after the three-month probationary period.

7. The Claimant is an Egyptian citizen living in Qatar. He speaks English tolerably fluently and he writes English extremely clearly. He speaks Arabic as his native tongue. He graduated in 2003 from the Faculty of Applied Arts (I infer in Cairo). He received a Bachelor's Degree in Architectural Interior Design & Furniture. His specialisation was in the Division of Architectural Interior Design and Furniture. His professional registration (I infer in Egypt) was as a Registered Interior Designer with the Applied Arts Designers Syndicate under the Industrial Engineering Division, maintaining active professional standing. His 23 years' experience encompassed working in Egypt, Saudi Arabia, the UAE, and Qatar. His roles in that work related to construction, interior design, project management and fit-out design. In his statement, he described his professional roles as follows: "*Senior interior architect, design development, technical detailing and construction*

coordination, project management, end to end project delivery, subcontractor management, client liaison and financial oversight”.

8. In his statement, he described his core expertise as follows:

Construction Management: full projects lifecycle from design through construction completion

Fit-Out Design & Build: complete interior execution including finishes, joinery, MEP coordination.

Subcontractor Coordination: managing multiple specialised trades (marble, aluminium, CNC, glazing, painting, landscape etc.

High End Residential Projects: luxury villa projects requiring sophisticated design and quality execution.

GCC Market Knowledge: deep understanding of Qatar, UAE and KSA construction standards, client expectations, and market practices.

9. In his statement, he described the “*required competencies*” for his work for the Defendant that he had demonstrated by his experience:

- *Architectural interior design.*
- *Understanding of construction sequences and coordination.*
- *Knowledge of finishes, materials and subcontractor management.*
- *Technical capability to supervise complex villa projects.*

10. The employment of the Claimant with the Defendant ended on 30 September 2023. This was formally recorded in a letter of resignation dated and signed by the Claimant on 28 August 2023. The letter, addressed to Mr Ayman Hamed as Managing Director of Charles Cross London – Doha, was in the following terms:

I would like to inform you that I am resigning from my position as Fit-Out Manager for Charles Cross London – Doha, effective September 30.

Thank you for the opportunities for professional and personal development that you have provided me during the last two years. I have enjoyed working for Charles Cross London – Doha and appreciate the support provided me during my tenure with the Company.

If I can be of any help during this transition, please let me know.

Sincerely,

11. The circumstances of the creation and signing of the letter were described by the Claimant in his pleadings. He was called to a meeting with Mr Hamed and given a choice: resign or take long (which I infer to be indefinite) unpaid leave. He chose the former. He described this in his evidence as being “*forced to*” resign. This led to a most unsatisfactory and unnecessary body of cross-examination having as its premise that the Claimant was referring to physical force or the threat thereof. He was not referring to these matters. He was saying that he was given no choice but to resign. I accept that evidence. He was, in effect, given a month’s notice. He worked up to 30 September 2023. One of his claims (effectively uncontested) is that he was not paid in his last month’s salary referable to September 2023.

Approach to the dispute

12. Before continuing with a discussion of the various aspects of the claims by the Claimant and the Defendant, it is appropriate to explain my approach to the fact-finding and resolution of the dispute. As I have said, the Claimant’s written English is very good: clear and fluent. The Claim Form and Reply, which the Claimant affirmed to be true in their factual statements, contain much of his evidence. He also signed and provided two versions of his statement, both dated 22 February 2026. The circumstances of the two being signed and provided to the Court were not explained at the hearing. I take both to have been affirmed at the hearing and both will be marked Exhibit A. They differ in some detail, but not relevantly in any substantive respect.
13. Two statements were relied upon by the Defendant, which were marked Exhibits 1 and 2: that of Mr Ayman Hamed, who described himself as the “*General Manager*” of the Defendant, and the other of Sherif Al-Hashash, an accountant employed by the Defendant. Each was a director of the Defendant.
14. A joint eBundle was also filed and, by agreement of both the Claimant and the Defendant through its lawyer, was admitted into evidence. The eBundle contained the usual items, including the pleadings and one of the statements of the Claimant; the expert reports (translated) of the accountant retained by the Defendant and a consulting independent accountant retained by the Claimant, a joint chronology of events, and other relevant documents.

15. The trial took place on 19 May 2026 commencing at 10.00 Doha time via video link. There were some unfortunate features of the hearing that lessened its utility. First, the lawyer for the Defendant chose (as was his right) to cross-examine the Claimant in Arabic. As was natural in an exchange in such circumstances, the Claimant responded in Arabic. The Arabic was remotely interpreted for me into English. However, neither the cross-examiner nor the Claimant was privy to the interpretation to me via the English channel. Thus, I was faced with attempting to hear and decipher the English translation over the voices of the lawyer and the Claimant speaking Arabic, at times at some volume and with some intensity. Notwithstanding my attempts to slow down the cross-examiner and the Claimant to allow me a clearer and unimpeded English translation, there was an inevitable talking over of voices in different languages. I came to the view that this was not, obviously, optimal, but that it did not prevent me from being able to understand what was being said and to decide the matter on all the evidence. This view was not assisted, if I may respectfully and reluctantly say, by much of the cross-examination, which was quietly aggressive, often misdirected, and often not very helpful in subject matter.
16. The choice to cross-examine in Arabic was made by the Defendant's lawyer. He spoke English, as was evident from a number of exchanges. It may be that he chose to undertake his cross-examination in Arabic because he perceived that the Claimant's English was better than his. If so, I do not criticise such a decision. Nevertheless, the oral evidence was ultimately less helpful to me than it might have been had the cross-examination been conducted in English, or at least at a more moderate speed and with less aggressive intensity.
17. I should say at this point that only Mr Sherif was called to give evidence by the Defendant, not to elaborate upon his statement, but to deal with some aspects of the Claimant's evidence to which I will come. The evidence of Mr Sherif was often a monologue set off by prompts from the Defendant's lawyer.
18. Whilst there are aspects of the Claimant's case that are to a degree difficult to accept in full, I found the Claimant to be straightforward and clear in his evidence. I accept him as a witness of truth. To the extent that there may be a conflict between his evidence and any evidence of Mr Sherif or Mr Ahmed, I prefer the Claimant. That preference will be

explained more fully when the underlying facts are set out and explained, many of which do not reflect well on the Defendant, or on Mr Ahmed in particular.

19. In partial explanation of these last findings and comments I propose to commence the discussion of the underlying facts and claims with matters that occurred after the termination of the Claimant's employment.
20. The parties filed post-hearing submissions which I have read and have considered.

The false criminal complaint by the Defendant through Mr Ahmed against the Claimant

21. On 10 October 2023, Mr Ahmed, on behalf of the Defendant, signed and provided to Mr Hashim, the Claimant, a certificate addressed to the relevant Qatari ministry in the following terms:

Subject: No objection certificate for change of employer with waiver of the notice period

We, Charles Cross London (establishment ID...), hereby confirm that we have no objection to the transfer of sponsorship of Mr Ahmed Mahmoud Ibrahim Hashim, an Egyptian national holding QID Number ..., to Higher Art Trading & Contracting (establishment ID ...).

22. The provision of this document was sought ostensibly for the purpose of allowing the Claimant to transfer his sponsorship and to work in Qatar for another person. It should be noted that, under the current applicable laws, a No-Objection Certificate is not required if an individual wishes to change their employment from any private entity to another private non-QFC entity (see paragraphs 27 and 40 of the Appellate Division's judgment in *Arwa Zakaria Ahmed Abu Hamdieh v Lesha Bank LLC* [2023] QIC (A) 1).
23. After the termination of the Claimant's employment on 30 September 2023, disputes arose between the Claimant and the Defendant, as described in the Joint Chronology, concerning the following subjects:
 - i. Unpaid September 2023 salary;
 - ii. Overtime compensation;
 - iii. Contractual profit share;

- iv. Accrued but untaken annual leave;
 - v. End of service gratuity; and
 - vi. Reimbursement of business expenses advanced personally by the Claimant.
24. These matters are the substance of the dispute dealt with later in these reasons.
25. These matters of dispute were unresolved on 9 May 2024, on which date, according to the Joint Chronology, “*the Defendant filed a criminal complaint [against the Claimant] alleging absconding and misuse of residence permit status*”.
26. This was done by Mr Ahmed on behalf of the Defendant. The Claim Form contained the following pleading:

The criminal complaint... [alleged] that the Claimant had absconded and violated the purpose of his residence permit. Based on this unfounded claim, a summary criminal order was issued on 23 May 2024, fining the Claimant and ordering his deportation.

The Claimant promptly objected and upon Appeal Case No. ... the criminal Court of first instance issued its final judgment on 16 July 2024 unequivocally acquitting the Claimant confirming that the Defendant’s complaint was false, malicious, and unsupported by evidence. The judgment stands as conclusive proof of the Defendant’s bad faith and abuse of legal process, forming the basis of the present civil claim for damages.

27. No pleading to these allegations was made in the Defence. Importantly, the Defendant did not address these factual allegations, nor did it (or Mr Ahmed in his Witness Statement) address these events. Nor did the Defence or any evidence of Mr Ahmed address the consequences of these events set out in paragraphs 26 to 33 of Section C of the Claim Form which stated the material damage, the moral and psychological damage, and the family and social damage, as follows:

Material Damages

[26] *The baseless criminal complaint resulted in the issuance of an initial criminal order imposing a fine and ordering the Claimant’s deportation, which effectively suspended his ability to work and deprived him of any lawful employment within the state of Qatar for several months during the pendency of the proceedings. Consequently, the Claimant lost his monthly salary of QAR 22,000 for a continuous period of approximately 9 months, amounting to a financial loss exceeding QAR 198,0000. He*

also incurred legal defence expenses exceeding QAR 25,000 covering lawyer's fees, Court appearances, and documentation, in addition to personal and family living expenses accumulated during the period of unemployment.

- [27] *Moreover, the Defendant's actions caused the Claimant to lose concrete employment opportunities with other firms that withdrew their offers upon learning of the pending criminal case further aggravating his financial suffering and professional instability.*
- [28] *Further, due to the limited source of income, the Claimant was unable to proceed with the legal action against the Defendant to claim his entitlements raised here.*

Moral and Psychological Damages

- [29] *The Claimant suffered profound emotional and psychological distress as a result of the false accusation and the public nature of the criminal proceedings. Having worked honourably in Qatar for more than a decade he suddenly found himself accused of a criminal offence, facing possible imprisonment and deportation, and subjected to public suspicion and reputational stigma.*
- [30] *Throughout the proceedings, the Claimant endured fear, anxiety, humiliation, and severe psychological strain, including insomnia, depression and a pervasive sense of injustice. His reputation within professional and social circles was gravely damaged; colleagues and acquaintances distanced themselves, and his standing as a respected engineer was unjustly undermined.*
- [31] *The emotional trauma of being labelled a "criminal" despite his innocence inflicted enduring harm to his personal dignity and mental well-being, which persists even after his formal acquittal.*

Familial and Social Damages

- [32] *The repercussions of the Defendant's malicious actions extended beyond the Claimant personally to his family residing with him in Qatar. His wife and three children faced emotional instability, financial hardship, and constant fear of deportation, as they were entirely dependent on his income for their livelihood.*
- [33] *The family endured a collapse in their sense of security, mounting debts to cover rent, education, and living costs, and social isolation caused by the false criminal accusations circulating within their community. The psychological toll on his children – who suffered embarrassment and anxiety about their father's situation – has left deep emotional scars that no monetary compensation can truly erase.*

28. As I have said, in his evidence the Claimant affirmed the truth of the factual matters stated therein. He was not cross-examined on any of these matters.
29. Not one line of evidence was filed by the Defendant as to why this was done to the Claimant. In the absence of any pleading or explanation, whether in evidence or otherwise at the time of possible cross-examination, it was not incumbent on the Claimant to cross-examine Mr Ahmed on the matter. Mr Ahmed had chosen to stay silent on the matter. In the absence of any attempt at explanation or justification (to be tested by cross-examination) there was and is no alternative but to conclude that this was done maliciously, deliberately, likely for the purpose of encouraging the Claimant to abandon his claims for financial remuneration. It was a dishonest and disgraceful act. And I so find.
30. A belated attempt at the hearing was made by the lawyer for the Defendant in oral address to give explanatory evidence from the Bar. I refused to entertain it. In the post-hearing submissions, a less than coherent explanation was given about the Claimant not taking up his next employment. No evidence was led about this. It conflicted with the Claimant's evidence. I place no weight on the explanation effectively from the Bar in submission when it was devoid of evidence.

The relief sought

31. It is appropriate to deal with this claim for relief now as it is quite separate from the claims that arise out of the employment contract that ended on 30 September 2023.

Consequential damage

32. The claims of the Claimant for compensation by damages for the consequences of the wrongful conduct of Mr Hamed are directed at the Defendant. The conduct is to be taken as done on behalf of the Defendant. The agreed Chronology described the Defendant as filing the criminal complaint.
33. The Claimant claims moral damages. Such a claim is plainly enlivened by such conduct. A deliberate, false, baseless and malicious criminal complaint had the capacity, as no doubt it was intended, to cause grave personal injury to the good name, dignity and

honour of a man and his family. Fortunately, through the contestation of the complaint by the Claimant, at his own cost, saw the Qatari Court system vindicate him with some alacrity with the clear statement of the baselessness of the complaint.

34. I accept fully the Claimant's short but powerful description in the above paragraphs of how the events affected him and his family. Those paragraphs express clearly a most serious injury to the features that moral damages protect. I refer to, without repeating, the approach to moral damages described at paragraphs 234 to 241 of *Patricia Jaecklein v SDI Sports LLC* [2026] QIC (F) 12. The range of possible awards was stated by the Court in *Khadija Al-Marhoon v Ooredoo Group Company* [2023] QIC (F) 5 at paragraph 158, which was undisturbed by the Appellate Division on appeal in the same case. The Court in *Khadija* (Justices Fritz Brand, Helen Mountfield KC, and Dr Muna Al-Marzouqi) saw QAR 250,000 as a proper amount for the "*most serious claims*". One can always imagine worst behaviour than that which is before one. Taking guidance from *Khadija*, and having the view that this was a most serious and disgraceful affront to Mr Hashim that affected him and his family (perfectly understandably and foreseeably) in the way he described, I award QAR 225,000 for moral damages.
35. The financial harm caused by these events was also described by Mr Hashim in the above paragraphs. I accept his evidence as there set out. First, Mr Hashim was unable to work from May 2024 until, at the earliest, his vindication by the appeal judgment in July 2024. His last salary was QAR 22,000 per month. He said that he was out of work for months thereafter "*continuous period of approximately 9 months*". He claims QAR 198,000 at the monthly salary of the job he lost because of the criminal complaint. This should be awarded. He also claims QAR 25,000 for defence legal costs. He should have those. I award the sum of QAR 198,000 for lost salary and I award the sum of QAR 25,000 for the legal fees in the criminal complaint.
36. The Claimant also claims an unspecified capital sum for the damage to his employability as a result of the criminal findings. Although the finding and order for deportation were overturned and the Claimant vindicated it was likely in the ordinary course of affairs that his employability was affected. This is not moral damage, nor loss of identifiable employment, but the affectation of his capacity to work and obtain work. I award the sum

of QAR 60,000 for the ongoing damage to his earning capacity from the making of the criminal complaint and its consequences.

37. Thus, I would award the total sum of QAR 508,000 for the personal and financial consequences of the making of the false criminal complaint by the Defendant through Mr Ahmed.
38. In coming to the assessments of these heads of damage, I have borne in mind and taken into account the deliberate, malicious, and effectively dishonest nature of the conduct. Any doubt or question of judgement as to the nature and extent of the consequences of such conduct should be assessed bearing in mind the necessity to see the victim of such conduct made whole.
39. The personal and financial damages for which this award of damages is given commenced in May 2024 and continued at least into 2025, if not continuing. Rather than set a date for the commencement of interest for each head of damage, which might lead to complexity, interest is to accrue on the whole sum of QAR 508,000 from 1 June 2025 by which time most of such damage had already been suffered.

The claims flowing from the employment contract

Unpaid September 2023 salary

40. There was no dispute that the September 2023 salary was unpaid. The Defendant claimed and pleaded a setoff in its Defence for over QAR 300,000 for monies said to have been advanced to the Claimant and unaccounted for. I will deal with this claim of the Defendant below. It is to be rejected. Thus, the sum of QAR 22,000 should be awarded for unpaid salary with interest to accrue from 30 September 2023.

Annual leave

41. At this point it is helpful to set out, not only for this claim but for later claims the form of the end of service statement signed by Mr Hamed and provided to Mr Hashim. It was dated 30 September 2023 and was entitled “*Statement of Account for End of Service Settlement for the employee upon expiry of their term of service with the Company*”.
42. The statement provided the Claimant’s job title as: “*Finishing Department Manager*”.

43. The dates of employment were set out as 17 August 2021 to 30 September 2023. The gross salary was stated to be QAR 20,000 per month. The daily remuneration calculated on gross salary is QAR 657.53. The basic salary was said to be QAR 11,000 per month and the daily remuneration calculated on basic salary is QAR 361.64. These calculations were based on the days in the month being 30.417.
44. The statement then set out the end-of-service entitlements. It identified the number of accrued annual leave days as 31, equating to QAR 20,383.56. It identified an end-of-service gratuity for a total employment of 25.44 months in the sum of QAR 16,100.38. A flight ticket was also identified as an entitlement of QAR 2,500. Therefore, the total entitlements due to the employee were said to be QAR 38,983.95.
45. I have already dealt with the gross monthly salary. It should be QAR 22,000 and the basic salary should be QAR 13,000.
46. Therefore, in the calculation of daily remuneration calculated on gross salary and daily remuneration calculated on basic salary the figures of QAR 657.53 and QAR 361.64 are not appropriate and should be QAR 723.28 and QAR 427.39 respectively.
47. I do not take the above document as accurate as to the full entitlements of the Claimant. The purport of the Defendant's evidence is that he did not take any annual leave. There was some evidence in cross-examination that he took one of the flights provided for. Thus, I will round down his entitlement by some days. He was entitled to 21 days per annum. He also claims 7 days relating to specified public holidays. Article 33 of the QFC Employment Regulations (as amended) provided for 20 days per annum. An employer is obliged to ensure that leave is taken under article 33(2). Annual leave is exclusive of national holidays to which the employee is entitled under article 33(3). An employee is not entitled to payment in lieu of annual leave except, relevantly, if employment is terminated.
48. Here, the Claimant nominally resigned. In my view, however, the circumstances amount to the giving of one month's notice and effective termination. The choice he was given was no choice at all. He was in substance given one month's notice, which he worked off.

49. In these circumstances, the Claimant was entitled to 21 days' leave per annum at salary for working days for the period 17 August 2021 to 30 September 2022, two years and 45 days or 2.12 years or 25.44 months. This amounts to 44.52 days. I propose to award 40 days. The daily rate for QAR 22,000 per month is QAR 723.28. This amounts to a payment of QAR 28,931.20 for accrued annual leave. He should also receive the QAR 2,500 for the flight ticket. I thus award QAR 31,431.20 for annual leave and a flight entitlement with interest to accrue from 30 September 2023.
50. The 7 days of public holidays are not included in this calculation. I will treat these approximately 15 days as largely untaken and roll them into the broad calculation of unpaid overtime dealt with below.

End of service gratuity

51. The Claimant claims QAR 30,800. The calculation of this figure was not explained. It would appear that the sum is derived from a calculation based on full salary. The clause in the Contract provides for 3 weeks' pay based on basic salary, that is 21 days of basic salary (of QAR 13,000 per month). The proper calculation must recognise that the basic salary was QAR 11,000 for the probation period of three months and thereafter was QAR 13,000 per month. The proper calculations therefore are: 21 days divided by 30.417 days per month multiplied by QAR 11,000, multiplied by the period of a year represented by the days between 17 August 2021 and 16 November 2021 (92 days/365): .252 of 1 year producing QAR 1,914; plus 21 days divided by 30.417 days per month, multiplied by QAR 13,000 multiplied by the period represented by the days between 17 November 2021 and 30 September 2023 (652/365): 1.786 years producing QAR 16,030, giving a total of end of service gratuity of QAR 17,944, which I award with interest to accrue from 30 September 2023.

The remaining claims

52. The remaining claims are for:
- i. Unpaid overtime (QAR 115,000).
 - ii. Out of pocket expenses of QAR 48,544 said to have been borne personally by the Claimant on the two projects on which he worked.

- iii. A bonus of 15% of the net profit generated from the two said to be successfully completed projects on which he worked (QAR 183,936.15).
- iv. An amount of QAR 250,000 “*for the subsequent damage due to the retention of due sums until date*”.

53. Claims (i), (ii) and (iii) above require some more detailed narrative of the facts. Dealing with claim (iv), I dismiss that claim. It was not particularised. I will award interest on sums awarded. There are no further proven consequences of delay for which the Claimant is to be compensated.

The overtime claim

- 54. The Contract nominated 54 hours per week, but 6 hours of such were for luncheon breaks. Such a break is not part of working hours: article 28(4) of the QFC Employment Regulations (as amended). Thus, the Claimant was paid for 48 working hours per week.
- 55. Article 30 of the QFC Employment Regulations (as amended) provides for overtime up to a full day of 10 hours working hours as the maximum, though the maximum working hours do not apply to employees who hold managerial or supervisory positions.
- 56. The evidence concerning overtime was contained in paragraph 3 of section B of the Claim Form and paragraphs 22 to 24 of the Reply. Relevantly, the following can be taken from these paragraphs which was not substantially contested.
- 57. The average working week was 54 hours, six hours greater than the 48 hours provided for in the Contract as working hours that is deducting time for luncheon. Therefore, on average the Claimant did at least 6 hours unpaid per week.
- 58. Work regularly extended into evenings and weekends which I take to be Fridays, the contract providing otherwise for a 6-day week; thus, the overtime of at least 6 hours per week was likely supplemented at times.
- 59. The tasks required of the Claimant went well beyond those that could be done in the normal working day of 8 hours work and 1 hour for luncheon.

60. On the evidence I find that the Claimant worked at least an extra 6 hours every week without accounting for luncheon. This amounts to 120 hours in 20 weeks in 2021, 312 hours in 52 weeks in 2022 and 234 hours in 39 weeks in 2023: totalling 666 hours.
61. To derive an hourly rate, one divides QAR 22,000 by 30.417 to obtain a daily rate of QAR 723.28. This is divided by 8 (not 9 as that is the daily hours including a luncheon break) giving QAR 90.41 per hour under the Contract. If one divides by 9, not 8 (taking luncheon breaks as paid) one derives QAR 80.36 per hour. For the 666 hours, this amounts to QAR 60,213.06 or QAR 53,519.76.
62. Given the lower salary of QAR 20,000 for the first three months, a proportion of the public holidays not being taken, and the generality of this evidence, I would award a global sum of QAR 60,000 for the overtime claim.

The out-of-pocket expenses and the 15% of profit claims

63. These matters took up a substantial part of the written evidence and of the hearing. Both claims arise from two projects: the Al-Hitmi villa construction project and the Al-Sarraf villa project.
64. The allegations in the Claim Form and Reply which narrative was confirmed by the Claimant and his Witness Statement reveal that the Claimant worked on these two projects. Despite his more limited retainer dealing with design, he was entrusted with the project management of the two projects. He had no accounting assistance. He made repeated requests for such assistance. He gave evidence that he tried to submit invoices to the office but was told by Mr Hamed not give him or the accountant the invoices. He therefore began keeping invoices himself (copies of which he retained) and he recorded them and all payments on the project in an Excel spreadsheet supported by the invoices for all such payments, including those for day labour. The whole payment system was worked through petty cash withdrawals which he dispensed from his account having been provided to him from petty cash. At paragraph 13 of one of his witness statements, he said:

During the relevant period, the Company's payment method operated almost entirely through petty cash withdrawals. Every single Qatari riyal disbursed from the Company for operational purposes was processed as petty cash. The General Manager, Mr Ayman Hamed, personally recorded the purpose or description of each transaction at the time of withdrawal. When receiving petty

cash for project-related expenditures I expressly requested formal payment receipts to ensure that contractors and suppliers signed acknowledgment of funds received. In response Mr Ayman Hamed provided instructions via WhatsApp confirming the process to be followed. Accordingly, all operational disbursements were carried out under management supervision and in accordance with instructions provided by the General Manager. I did not independently design, control or alter the financial classification system; I operated within the framework established and supervised by management.

65. The substance of this was paragraph 10 in the other witness statement. I accept this evidence.
66. At paragraph 16 of one witness statement and paragraph 13 of the other, the Claimant referred to the report by an auditor retained by the Defendant asserting that there was a cash shortfall of a sum over QAR 300,000. The difficulty with this report is that it dealt with the matter on the basis of there being an objective deficiency in the accounting quality of the receipts provided. Whether or not there was such a deficiency from an accounting point of view, Mr Hashim gave evidence, which I accept, that the totality of the receipts and documentation underlying the payments for the two projects set out in the reports prepared by him and the consultant whom he retained were directed to work done on the two projects. Using the documents that he retained being the originals of the copies that he had provided to the Defendant during the course of the work the Claimant, with the assistance of a retained consultant Mr Hazem Salah, prepared a full reconstruction and reconstitution of all payments made on the two projects. This reconciliation was in evidence. The reconciliation reveals that the total petty cash that was received by the Claimant for the two projects under the Claimant's control was QAR 737,075 (which was not in dispute) and that payments out made by the Claimant supported by documentation were QAR 781,196.
67. This led to a total claim of QAR 44,121. This differed from the claim made in the Claim Form of QAR 48,544 because the Claimant said he had excised a claim for over QAR 4,000 because it did not have a substantiating receipt. With that qualification, it should also be noted that the cross-examination revealed some QAR 16,000 within the sums claimed was owed to but not yet paid to a subcontractor or subcontractors. The Claimant accepted this in cross-examination.

68. The schedules and annexes depend for their accuracy upon the truthfulness of the Claimant's evidence that all substantiating invoices and documents concerned the two projects in question. I accept his evidence and I so find.
69. The money came from petty cash and necessarily became entangled and intermingled with his own funds to effect payment. He is now out of pocket in relation to sums for which there is a receipt or documentation to the sum of QAR 44,121. As I said, this did not include a sum of over QAR 4,000 for which he did not have a receipt. So he now does not claim it.
70. Without more evidence as to the unpaid QAR 16,000, I am not prepared to infer that the Claimant became personally liable for this payment to the subcontractor or subcontractors.
71. I would therefore award him his out-of-pocket expenses being his claim for QAR 44,121 less QAR 16,000. I thus award the Claimant QAR 28,121 with interest to accrue from 30 September 2023.

The 15% profit

72. The claim for 15% of the profit is based on the provision in the Contract set out at paragraph 4(ix) above.
73. It is necessary to appreciate the importance of the words "*projects*" and the phrases "*your accomplished projects*", "*net profit*", "*the accomplished and handed over projects*" and "*the fully invoiced and paid projects*".
74. The word "*project*" directs one to the whole job or task. In the cases of the Al-Hitmi and Al-Sarraf projects, this would naturally refer to the whole work, and in Mr Al-Hitmi's case, the construction of a villa involving all work including design. However, the phrase "*your accomplished projects*" may direct attention to the work done or whole task of the Claimant and not necessarily the other work for which he may not be responsible. This point is important because on the evidence, especially of Mr Sherif, the accountant who gave evidence, neither of the Al-Hitmi or Al-Sarraf projects were completed and both other subject of legal proceedings in this Court, the work having been taken out of the

hands of the Defendant. Indeed, I presently have in my docket Mr Al-Hitmi's complaints about the Defendant and Mr Ayman Ahmed.

75. As a matter of construction of the Contract, the word "*projects*" and the phrase "*your accomplished projects*" mean fully completed and handed over jobs. The notion of "*net profit of a project*" is not apt to encompass the net profit on some part of the overall work of any engagement or project.
76. That said, if one could distinguish between various contracts for the attainment of an overall result that are the particular responsibility of the Claimant, such particular contracts might be thought to be the responsibility of the Claimant and may be seen as "*your projects*".
77. Here the expert reports tendered by both the Claimant and the Defendant focused upon the respective villas exterior finishing, electromechanical work and civil works. There was other work in each project for Mr Al-Hitmi and Mr Al-Sarraf.
78. The meaning of "*project*" is informed by the notion of being "*handed over*". Handover occurs when all work is done, not just part of it. Thus, even if one could assess the 15% profit by reference to the part of the whole undertaken referable to the part of the project for which the Claimant was responsible, it is not that part to which the 15% applies. That is not what the clause says. It refers to the whole project which has to be accomplished and handed over and "*fully invoiced and paid*". The clause does not refer to fully invoiced and paid contracts. But rather the projects which need to be handed over. Both projects are being disputed by both principals. Neither was completed by the Defendant; neither was "*handed over*"; neither was accomplished; and neither was fully invoiced even though there was invoicing and payment. Thus, I reject the Claimant's claim for 15% of the so-called net profit.
79. It is not therefore necessary to descend into the detail of the experts' reports.

Set off

The QAR 70,000 paid on account to the Claimant

80. On four dates in 2022 – 24 April, 4 August, 25 August and 27 December the Defendant provided sums of QAR 10,000, QAR 5,000, QAR 15,000 and QAR 40,000 to the

Claimant. They were recognised by a “*payment voucher*” with a description that was, on his evidence, drafted by the Claimant. The description of the payment read as follows: “*Payment released to Ahmed Hashim from accrued commission as a partial payment until settlement the end of the year*”.

81. On the copy held by the Defendant Mr Ahmed had written that this was a loan. It was not a loan. The payment took its substantive legal form from the description given on the document.
82. It was plainly referable to the 15% provided for in the contract. The question for me is whether in circumstances where I have not allowed the 15% profit share the sum should be repaid. The form of the document is that it is a partial payment of accrued commission. However, it is a payment “*until settlement the end of the year*”. One meaning is that the payment is conditional upon settlement at the end of the year and if not fully earned would be repayable in whole or in part. Another meaning is that the payments come from a sum of accrued commission that is commission that has accrued in interest if not in possession to be part of a payment in full settlement at the end of the year or at the end of the projects. The handwritten annotation of Mr Ahmed would indicate the possibility of the first but not the possibility of the second interpretation. The description identifies that commission has been accrued. On the better view, the payment is being made upon what the parties believed to be the accrued commission. Thus, in my view, the preferable and clear commercial characterisation of the payments is an advance on commission that may (and at the time the parties believed would) become payable. On the failure of the entitlement to commission the money is to be repaid on its own terms.
83. Thus, the QAR 70,000 should be deducted from and set off against all moneys owed by the Defendant to the Claimant.

The Defendant’s asserted setoffs

84. Whilst the Defendant is entitled to the above setoff, I reject any claim for unaccounted for moneys of sum QAR 435,337. These were sums said not to be approved due to the absence of valid vouchers or the submission of formal invoices. As I have said earlier, the question is not the standard of the accounting documentation but the truth of whether these moneys were paid out in undertaking the work for the Al-Hitmi and Al-Sarrafi

projects. I find that they were and therefore there is no debit balance owing by the Claimant to the Defendant.

Conclusion

85. The Claimant is to be paid the sum of QAR 597,496.20, with interest according to paragraph 1 of the Order, by the Defendant within 7 days of the date of this judgment.
86. The Defendant is to pay the costs incurred by the Claimant in bringing this claim, to be assessed if not agreed.
87. The Defendant is to pay the costs incurred by the Claimant in relation to the criminal complaint on the indemnity basis, to be assessed if not agreed.

By the Court,



[signed]

Justice James Allsop AC

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

Representation

The Claimant was self-represented.

The Defendant was represented by Mr Mohamed Ragab of the law firm of Mohammed Saud Al-Khater, Lawyer & Legal Consultant (Doha, Qatar).