



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) 5

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

Date: 17 June 2026

CASE NO: CTFIC0053/2025

CHEIKH TIDIANE NIANG

Claimant/Respondent

v

CLEMENT SPORTS QFC LLC

Defendant/Applicant

JUDGMENT

Before:

Mr Umar Azmeh, Registrar

Order

1. The Claimant is to pay to the Defendant the sum of **QAR 206,000** within 7 days of the date of this judgment.

Judgment

Introduction and background

1. On 18 November 2025, default judgment was entered on behalf of the Claimant in this matter, the Defendant not having filed a Defence to the claim ([2025] QIC (F) 59). On 24 December 2025, the Court set aside default judgment ([2025] QIC (F) 69) and the matter was set down for a remote trial. Following the trial, the Court found in favour of the Defendant, dismissing the Claimant's claims and ordering him to pay to the Defendant the sum of QAR 9,500 ([2026] QIC (F) 11). The Claimant applied for permission to appeal against the final judgment of the First Instance Circuit, which application was dismissed on 14 June 2026 ([2026] QIC (A) 12).
2. The First Instance Circuit ordered in the usual way that the costs of the matter should follow the event. The parties have not agreed the quantum of costs and therefore the matter comes before me for assessment.

Submissions

3. Eversheds Sutherland (International) LLP ('**Eversheds**') represented the Defendant and submitted a comprehensive costs submission which appended time ledgers and inter-parties correspondence, including various settlement discussions.
4. The Claimant did not engage with the costs process. He was directed to file and serve a response no later than 16.00 on 7 June 2026. On 6 June 2026 he communicated with the Court by email stating that he "*will not be able to respond*" as he had "*already appealed the court decision*" with the benefit of a lawyer. The Court wrote to him the same day noting that there was no stay and that a failure to file would be treated as a conscious

decision not to engage with the costs process. He did not ask for an extension of time nor seek to file any submissions, but recorded as follows:

Thank you for your message. I would like to assure you that my lack of response was by no means a deliberate refusal to participate in the proceedings. I was unaware that filing an appeal did not suspend the ongoing procedure.

However, I wish to inform you of my current situation: I have been unemployed for a year and do not possess the financial resources required to meet the other party's demands, which are both colossal and incomprehensible. I assure you that I am genuinely unable to pay even the 9,500 QAR that the judge ordered me to pay to the other party.

I kindly ask you to take my precarious financial situation into consideration.

5. Unfortunately, this is a totally inadequate response which provides no assistance on this costs assessment, in particular given that he was at this point represented.
6. The Defendant seeks a total of QAR 286,408 by way of its costs of the proceedings, including the trial, enforcement and costs assessment. Those costs are broken down as follows by phase:
 - i. Trial: QAR 242,395.
 - ii. Enforcement: QAR 13,560.
 - iii. Costs: QAR 30,453.

Total: QAR 286,408

7. The Defendant's submission, in brief, is that the costs claimed are reasonable for the following reasons:
 - i. The Defendant was successful in these proceedings:
 - a. The Defendant has achieved substantial success across all stages of the proceedings, which included dismissing the claims and directing the Claimant to pay money on the Counterclaim.

- b. The Court confirmed that costs were to follow the event in the usual way.
- ii. The costs claimed are reasonable given the work and conduct of the case:

Substantive case

- a. The Statement of Defence required detailed engagement with the factual background, contractual framework and the Claimant's allegations.
- b. The witness statements were detailed.
- c. The Claimant made a number of allegations which required rebuttal.
- d. Ongoing work to liaise with an uncooperative Claimant on the Court documentation, along with liaising with the Defendant.
- e. Preparation at the hearing and the hearing itself.
- f. The structure of the legal team, weight to different fee earners and hourly rates were appropriate (partner and paralegal), applicable to the entire process.
- g. Preparation for and up to the end of the trial necessitated 103.3 hours.

Enforcement

- h. Detailed enforcement work was required, including liaising with the Court, compelled by the Claimant's non-satisfaction of the judgment.
- i. This work necessitated 8 hours, and the sum includes QAR 1,000 by way of enforcement fees.

Costs

- j. The costs submission expended some 14.4 hours and encompassed the work on the substantive proceedings and the enforcement phase of the case, and were appropriately detailed for the type of case at hand.
- iii. The conduct of the Claimant:
 - a. On 20 November 2025, the Defendant conveyed its ‘First Settlement Offer’ to the Defendant prior to the application to set aside default judgment was made. The substance of the offer was a “*drop-hands*” offer with each party bearing its own costs and neither paying the other any sum of money. The Defendant contends that it was unreasonable for the Claimant to have rejected this offer.
 - b. On 13 January 2026, the Defendant made a further offer to the Claimant. The substance of that offer was that the Defendant would pay to the Claimant QAR 5,419.26 representing accrued salary up to the date of termination, accrued but unused annual leave, and reimbursement of previously withheld transportation costs, and also that the Defendant would waive its right to Counterclaim, conditional upon the Claimant withdrawing his claims. The offer further stipulated that the Claimant would be liable for the Defendant’s costs up to that point, to be agreed or assessed. The Claimant counteroffered in the sum of QAR 32,750 and refused to accept any liability for legal fees. The Defendant also contends that the Claimant acted unreasonably in rejecting the second offer, with an unrealistic counteroffer.
 - c. The Claimant refused to prepare or engage meaningfully in the preparation of the e-Bundle, chronology or dramatis personae, increasing the burden on the Defendant and therefore the costs.

Approach to costs

8. Article 34 of the Rules 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) (the ‘**Practice Direction**’).

13. Relevant to this particular case is *Sami Mahgoub Mohammed Moustafa v Sharq Insurance LLC* [2025] QIC (C) 9 at paragraph 21 in which I ruled that where a party to proceedings does not file substantive submissions in the costs assessment process, they cannot expect the Court to do a line-by-line assessment itself.

Analysis of work done

Rates and division of work

14. As a preliminary, the hourly rates of the Defendant’s legal team are appropriate and in line with the rates for the market for each fee earner: QAR 3,710 for the partner and QAR 1,695 for the paralegal.

15. On a broad calculation, the partner conducted over 30% of the work on the trial phase of the case, and over 34% of the work for the costs submission. This is, in my view, too high, and I will make a deduction in respect of this division of labour. Typically, one would see

an associate taking on more of the work, which would naturally reduce the partner's time. I will reduce both so that partner time comprises 15% of the overall allowable time.

Individual items of work

16. As noted in *Sami Mahgoub Mohammed Moustafa v Sharq Insurance LLC*, I will not undertake a line-by-line assessment of the ledgers provided to me by the Defendant. Instead, I will take a broad view on each phase of the case and judge a reasonable sum accordingly.

Trial work

17. I am satisfied that most of the items on the ledger for all of the work up to and including trial are reasonably incurred. However, I will make some deductions for items that include the following: there is some time (see 24 November 2025) that relates to the application to set aside default judgment; the WPSATC letter compiled in January 2026 has approximately 7 hours of work attached to it; post-hearing work concerning an application that was not necessary; and ancillary contact with the trainee paralegal. I will deduct 13 hours in respect of these items.

18. There are a couple of issues to mention: first, and as highlighted in the costs submission, there is time recorded in the ledger for preparing the trial documentation, namely the chronology, dramatis personae and the e-Bundle. This is the responsibility of the Claimant and the fact that he refused properly to engage in this process and effectively outsourced it to the Defendant's lawyers is not something that should be condoned, both substantively and also in terms of costs. Cases are brought to this Court by Claimants. It is the Claimant's case and he or she must prove that case. A concomitant responsibility is the preparation of the trial documentation. Second, as Mr Niang will see from this judgment, outsourcing this work fully to one's opponent will increase costs. Furthermore, Mr Niang often did not respond to queries and therefore instead of simply being passive, he was uncooperative. Therefore, I am not making any further deductions for the time expended by the Defendant in preparing the trial documentation. Suffice to say, the work was almost exclusively conducted by a paralegal, which was an appropriate allocation of resources.

19. Second, Eversheds conducted the advocacy on the matter and the trial was therefore attended by the advocate (the partner) and the paralegal. Normally, two lawyers from a firm attending a hearing would be disallowed on the assumption that there was a separate advocate conducting the advocacy. However, with Mr Whyatt conducting the advocacy himself, it is reasonable and proper for another fee earner also to be present.

20. Third, I should also highlight that Eversheds also involved another fee earner, a “trainee paralegal”. None of her work is billed, although, from what I can see on the ledger, it was all reasonable.

21. I take the following into account:

- i. This was a fully contested trial.
- ii. The Claimant’s approach during the case was a maximalist one, denying that he had received all but one warning letter and denying signing acknowledgements of others. I make it clear that it is right to advance his case anyway he wishes but taking every point of course drives up costs.
- iii. The Claimant refused to engage with the pre-trial document preparation, compelling the Defendant to take the responsibility for their preparation.
- iv. The Defendant did not, as it was entitled to do, instruct counsel to conduct the advocacy and prepare pleadings and the skeleton argument. This would significantly have driven up the costs of this matter. They are therefore already lower than they might have been.
- v. The case was a moving feast at times. By way of example, the only reason that the Defendant filed and served a third witness statement was to respond to fresh allegations made by the Claimant in one of his own submissions.

22. Taking account of the above, and deducting the 13 hours noted in paragraph 17 (and rounding down), some 90 hours remain. I will apply a 15% (partner)/85% (paralegal) split

to that time which equates to QAR 179,752, rounded to the nearest thousand for a total of QAR 180,000.

23. This figure, in my view, is a reasonable figure for the conduct of this type of case up to the end of trial and, as I noted above, might well have reasonably been higher had external counsel been instructed.

Costs and enforcement

24. The costs submission is very detailed, perhaps too detailed in places (e.g. the entire history of the proceedings is not a necessary addition), and the time claimed is 14.4 hours with 5 hours of partner time, equating to a total of QAR 30,453. I will allow 10 hours with 8.5 hours of paralegal time and 1.5 hours of partner time, rounded to the nearest hundred. These documents must necessarily cover certain ground in order to be useful: the nature of the engagement must be explained, the work done and its division between fee earners, and how it is reasonable under the relevant test. I award QAR 20,000.

25. As for enforcement, the QAR 13,560 equates to 8 hours of paralegal time. Eversheds seem to have written off any partner time from this phase of work, which is a measured and reasonable approach. I will allow 3 hours of paralegal time for this phase of work to collate the relevant documents, take instructions, liaise with the Court, and submit the application, along with the QAR 1,000 fee. Rounded to the nearest thousand, I award QAR 6,000.

Preliminary figure

26. The preliminary figure that I have reached is QAR 206,000, comprising QAR 180,000 for the trial phase, QAR 20,000 by way of costs, and QAR 6,000 for enforcement.

Reasonableness

27. The factors I must consider are contained in paragraph 6 (general) and 7 (proportionality) of the Practice Direction. I will take them each in turn.

Conduct

28. The Defendant – save for refusing service of the Claim Form requiring an application to set aside default judgment, the costs of which were disallowed by the First Instance Circuit – has conducted itself properly and with professionalism. As I noted, it might have incurred higher costs but chose not to do so. Unfortunately, the same cannot be said for the Claimant.

He has been uncooperative (for example, not participating in this costs assessment process) and obstructive (for example, by not discharging his duties as a Claimant to prepare the trial documentation and not responding to Eversheds when they were doing so). I take account of the fact that he is a litigant-in-person; however, that can only take an individual so far in the context of this Court. There is a significant quantity of guidance available on the website, including the User Guide/Maroon Book, which is written in plain English and Arabic specifically to assist those who are unfamiliar with the procedures of this Court. Second, the Registry responds timeously to every query it receives and that is another significant reservoir of assistance available to parties before the Court. There is also the QICDRC Legal Clinic and Pro Bono Scheme, both of which can advise prospective parties on the merits of their case. Mr Niang chose not to avail himself of these avenues of assistance.

29. It is unfortunate to have to repeat what I have noted in previous judgments, but I shall do so again: litigation in this Court is not a game and it is not to be taken lightly. It is a serious step that affects the rights of the parties to litigation. Should parties dive headlong into litigation, as is their right, and they are unsuccessful, there will in almost all cases be inevitable costs consequences. Parties should also be aware that money judgments, if not satisfied, can have further severe consequences for recalcitrant parties, which include travel bans. Costs orders are compensatory in nature and the Court will do what it can to compensate a successful litigant.

Settlement offers

30. The Defendant made two settlement offers which the Claimant rejected out of hand, and indeed in relation to the second offer he made a completely unrealistic counteroffer. The Defendant has 'beaten' those offers and would have been entitled to ask for indemnity costs. The Claimant acted unreasonably in rejecting these settlement offers, and caused the case to continue.

Success

31. The Defendant has been entirely successful, which includes success on its Counterclaim.

Proportionality

32. The matter was clearly important to the Defendant, whose professional reputation as a reasonable employer was being impugned in a public forum. The Defendant also made two offers to settle but was given no choice but to fight the litigation.
33. The matters were not particularly complex or novel, but the case was not the simplest of employment cases that come before this Court, largely due to the way that the Claimant conducted his own case.
34. I have already concluded with reasons why the hours that I have allowed above and the way the work was undertaken (i.e. the hourly rates and fee earner split) are reasonable.
35. The final point is the monetary value of the case. The quantifiable part of the Claimant's claim was QAR 98,639 (paragraph 11 of the judgment). However, he also claimed for unspecified damages. The counterclaim was worth around QAR 30,000 in total. Therefore, the total quantifiable part of the case is just under QAR 130,000 plus unquantified amounts that the Claimant was claiming. Set aside that, is QAR 206,000 a proportionate sum?
36. Proportionality is not an easy matter to assess. I have, in previous judgments, noted that even smaller claims require care, attention and proper preparation which of course incur costs. I also bear in mind that as soon as a Claimant commences litigation, the balance of risk then shifts to the Defendant who must be entitled to defend itself. It would not be, in my view, fair to compel parties to seek the cheapest possible legal representation so that their opponent will have the benefit of paying less by way of a costs order if their opponent is unsuccessful.
37. Reducing the exercise to a game of percentages is also not useful, in my view, as even cases that are not worth significant sums can require significant work.
38. My view is this: this was a heavily involved employment case that required thorough preparation. Much of this was due to the way the Claimant conducted his case. Two settlement offers were made by the Defendant and unreasonably rejected by the Claimant. The Claimant has also not bothered to make any costs submissions (his only submission

that I take account of his impecuniosity was not evidenced, and any event that is a matter for enforcement rather than this costs order), and therefore I have nothing to refute the submissions of the Defendant. I am not satisfied that to award a little over QAR 200,000 in relation to a case of this monetary value would be “*disproportionate*” (which can also mean ‘unreasonable’ or ‘unfair’) taking account of the factors that I have analysed above. Although this was a claim allocated to the Small Claims Track on monetary value when it was issued, it morphed into something more complex than a standard Small Claims Track case and therefore was more akin to a standard, full-style employment claim on the normal track.

Miscellaneous

39. This case has been an unmitigated disaster for the Claimant. Not only was his entire claim rejected, but he was also ordered to pay a sum of money to the Defendant. However, he only has himself to blame. Not taking any advice, rejecting reasonable settlement offers, completely outsourcing his own responsibilities to prepare the trial documentation to the legally represented Defendant, and changing the basis of his case requiring the Defendant to file further documentation to refuse points taken late, have all contributed to the position in which he finds himself.

40. Prospective parties should think long and hard before filing litigation in this Court, and must take account of the potential consequences if things do not go as they had hoped or planned. The Claimant’s lackadaisical approach, not fully engaging nor treating the process with the gravity it warrants, is unacceptable. The Court expects parties to litigation, whether they are Claimants or Defendants, properly to engage and properly (to the best of their capabilities) to conduct that litigation in good faith. Where parties deliberately fall short, the consequences of those failures may be costly.

Conclusion

41. The Claimant is to pay to the Defendant the sum of **QAR 206,000** within 7 days of the date of this judgment.

By the Court,



[signed]

Mr Umar Azmeh, Registrar

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

Representation

The Claimant did not appear and was not represented.

The Defendant was represented by Eversheds Sutherland (International) LLP (Doha, Qatar).