



**In the name of His Highness Sheikh Tamim bin Hamad Al Thani,
Emir of the State of Qatar**

Neutral Citation: [2026] QIC (F) 18

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

Date: 25 May 2026

CASE NO: CTFIC0042/2025

MOHAMED MUBARAK AL-HITMI

Claimant

v

CHARLES CROSS – LONDON LLC

1st Defendant

AND

AYMAN ABDELGHAFAR

2nd Defendant

JUDGMENT

Before:

Justice James Allsop AC

Order

1. The Court makes the following orders:

- i. The Claimant shall have permission to amend the Claim Form and Particulars of Claim in the form of the Statement of Claim filed on 29 March 2026.
- ii. The Claimant shall have permission to rely upon and file the Explanatory Memorandum dated 29 March 2026 setting out the grounds of claim and amended relief sought.
- iii. The Defendants shall file and serve any Defence and any Counterclaim to the Amended Particulars of Claim, together with all documents upon which they rely, within 14 days of the date of this judgment.
- iv. The Claimant shall file and serve any Reply and any Defence to Counterclaim, together with any supporting documents, within 14 days thereafter.
- v. The Defendants shall file and serve any Reply to the Defence to Counterclaim within 7 days thereafter.
- vi. The Claimant shall pay 75% of the Defendants' costs incurred to date, such costs to be assessed if not agreed. The question of whether such costs are to be assessed on the indemnity basis is reserved.
- vii. If the Claimant contends that the costs should not be assessed on the indemnity basis, he shall file and serve written submissions (not exceeding two pages) within 7 days of the date of this judgment. The Court reserves judgment on whether the Defendants shall be permitted to file responsive submissions on the issue of indemnity costs.

- viii. Upon close of pleadings, the matter shall be listed for a virtual Case Management Conference on a date to be fixed, at which the Court will (a) consider whether the matter is ready for trial; and (b) give any further directions necessary for the just disposal of the proceedings, including directions as to the issues to be determined at trial.

Judgment

1. On 29 March 2026, the Court was informed by new lawyers (the Al-Hail Law Firm) acting for the Claimant that he, the Claimant, had not authorised his then lawyers (the Bin Hindi Law Firm) to file the Particulars of Claim that is presently on file, to which a Defence has been filed and to which a Reply has been filed (again by the Bin Hindi Law Firm).
2. By a document presented to the Court on 29 March 2026, the new lawyers for the Claimant expressed the history of the matter as follows:

- *further to our client's letter submitted to the Honourable Court regarding the dismissal of his former legal representatives;*
- *further to the meeting held at the Court's premises on 26-2-2026, in the presence of the Claimant...;*
- *whereas it has become evident to our client that the former legal representative initiated the case without consulting him;*
- *whereas it has also become evident to our client that the former legal representative filed the case on grounds and with claims that do not reflect those determined by the Claimant; and*
- *whereas we, as the legal representative of the Claimant – had no prior knowledge of any of the foregoing.*

...

As the Claimant's legal representative, we proceeded to file a claim based on the grounds and requests determined by our client. However, we were surprised by the rejection of the claim's registration. The reasoning provided by the Honourable Court was that a case concerning the same subject matter and against the same parties had already been registered – something that was previously unknown to both the Claimant and [this] office...

...

In the light of the above, and on our client's request, we respectfully petition the Honourable Court, prior to adjudicating the merits of the case, to reopen

the pleadings to allow the submission of a detailed explanatory memorandum...

3. The following orders were sought:
 - i. grant permission to reopen the pleadings in the case;
 - ii. order the registration of the fresh representation on behalf of the Claimant; and
 - iii. grant permission to submit an explanatory memorandum detailing the grounds of the claim and amending the final requests.
4. This document was accompanied by a Statement of Claim and Explanatory Memorandum. The claims made were in relation to the same subject matter as the existing pleading by the first lawyers: the construction of the Claimant's villa. The pleading is, if I may say, somewhat more coherent and clearer than the earlier pleading by the former lawyers.
5. A little afterwards, on 7 April 2026, my judgment of that date was distributed to the parties ([2026] QIC (F) 9). In that judgment, at paragraphs 12 to 16, I made certain directions and recommendations as to bringing evidence forward. In paragraph 16, I made directions about evidence to support the serious allegations the Claimant was making about fraudulent misrepresentation, being the allegations in the first pleading. The judgment was prepared without having the benefit of the application of the new lawyers of the 29 March 2026 before me.
6. It is, unfortunately, necessary to say that the quality and comprehensibility of the Claimant's (original) pleading left much to be desired. The articulation of the claim by the second lawyers is clearer.
7. After 7 April 2026, upon consideration of the application made on 29 March 2026 by the Claimant through the new lawyers, the Court required submissions of the parties to address the matter.

8. The Claimant filed submissions on 16 April 2026. In these submissions, the request of 29 March 2026 was characterised as a claim to amend the Claim Form, not to file a new claim. Subject to any necessary final investigation of the circumstances of the preparation and filing of the original Claim Form, I consider that to be an appropriate characterisation.
9. These submissions of 16 April 2026 further addressed the following important matters:
 - i. They described as the “*first fraud*” being what is said to have been the misleading of the Claimant by the Second Defendant into believing (falsely) that the First Defendant (Charles Cross - London LLC) was a branch of a company bearing the same name in the United Kingdom. It was said that this was done to create the impression that the First Defendant, Second Defendant’s company, was a branch of an international company with recognised skill and capacity. Had this fraudulent misrepresentation not been made, it is said that none of the contracts would have been entered into.
 - ii. They described the second fraud as the Second Defendant misleading the Claimant into believing that the First Defendant was authorised to carry out building construction work, exterior finishing works, and electromechanical works, when in fact it was not authorised to do so.
 - iii. They described the third fraud as the Second Defendant misleading the Claimant into believing that a mezzanine floor could be constructed in the villa. This floor was indeed constructed. However, in late 2025, it became clear that the requirements of the relevant governmental authority strictly prohibited the building of such a floor.
 - iv. They proceeded to respond to the Defendants’ assertions in the latter’s January 2026 submissions that their role was limited to supervision and project management.
 - v. They responded to the Defendants’ allegations contained in their January submissions as to the alleged suffering of damage by the Defendants.

10. On 19 April 2026, the Defendants filed submissions seeking the dismissal of the application by the Claimant for leave to amend his claim memorandum. There were ten grounds of these submissions.
11. The first ground was that, from the records within the case file, it was said that it could be seen that the Claimant was aware of the claim filed by the first lawyers. I would reject this argument as a basis for preventing the Claimant from putting the claim that he now wishes to put. I should say at this point that the matters of knowledge of the Claimant as to the activity of the first lawyers will need to be investigated if for no other reason than in relation to the question as to who (as between the Claimant and the first lawyers) ultimately should bear the costs of what has happened. However, in the light of the form of the pleading and the submissions of the Claimant through his new lawyers, I am not prepared to shut the Claimant out from re-pleading, in a proper and more coherent form, his claims against the Defendants.
12. The second ground was that there had been unjustified delay and breach of the principle of stability of proceedings. I reject this argument in the light of the serious nature of the allegations made against the first lawyers and the now more clearly drafted documentation in the amended claim.
13. The third ground was that there was said to be material prejudice to the right of defence and the Defendants. I reject this as a ground of preventing the amendment. I do not perceive any material prejudice as alleged. All such prejudice can be dealt with in any costs order.
14. The fourth ground was that the amendment is, in substance, a new claim. I reject this. The underlying substance in the amending pleading is directed substantially to the same complaints, but now expressed somewhat more clearly and with greater precision.
15. The fifth ground was that there is a lack of genuineness and absence of sufficient legal basis. In particular, it was said that the application had not been supported by a sufficient witness statement or cogent evidence demonstrating that the amendment is based on new facts. I reject this as a ground of opposing the amendment. I am not deciding the case

now. There is – or may be – more to be said about how the claim first drafted was filed. However, the application now brought forward cannot be described as not genuine or lacking a legal foundation or sufficient legal basis.

16. The sixth ground was that there was an abuse of procedural rights or abuse of process. I reject the notion that there is an abuse of right or abuse of process. Justice dictates that the claim should go forward as now articulated. The matters raised as to proper instruction of the lawyers and the knowledge of the Claimant will need to be properly investigated at some point. However, there is no foundation to consider that, at the present time, there is any abuse of right by the Claimant.
17. The seventh ground is that there is an express contravention of the Court's Rules and Procedures. The Defendants point out that there has not been a signed witness statement and corroborating evidence of the asserted fraud. Considering, however, the form of the amended pleading and the content of the submissions of the new lawyers and instructions from their client, I consider that there is sufficient ground and sufficient compliance with the directions and orders previously made to warrant the granting of leave to re-plead the case.
18. The eighth ground was the failure to follow the directions of 7 April 2026. My judgment of 7 April 2026 has been overtaken by events. Serious prejudice may be done to the Claimant should he be shut out of an amendment now more coherently drafted and based upon the Claimant's instructions.
19. The ninth objection was the increased burden and costs. The question of costs is a real one. However, it is not a basis to deny the Claimant to propound his claim in the manner which is sought in the new pleading. The question of where, ultimately, the costs will lie may have to be the subject of careful investigation. What is clear at this point is that the Defendants have expended costs dealing with the Claim that is now in its expression largely abandoned and reformulated. It deals, however, with the very same subject matter as previously. Therefore, it cannot be said that all the costs that have been expended have been wasted. The coming to grips with the nature of the allegations that have now been reworked and repleaded in a more coherent document reflects work that would always have had to be done. One straightforward order would be that costs of the Defendants

thrown away should be paid by the Claimant. However, the difficulty, time, and expense of identifying what costs have been thrown away and what costs have not been thrown away means, I think, that it is fair that an estimate of a significant proportion of the costs of the Defendants should be paid by the Claimant. Whether or not he (or the first lawyers) should ultimately bear those costs can be addressed in due course. But the Defendants should be made whole as to wasted costs. In my view, the payment of 75% of their costs to date of the Defendants would be a fair estimate of the wastage of costs, leaving a residue of 25% of work that cannot be said to have been wasted. It seems also only just that the Defendants be fully recompensed for that 75% proportion of their costs. In the circumstances, I consider that an order for indemnity costs might well be made. Before making that order, however, I would hear the Claimant through his new lawyers as to that standard of costs.

20. The tenth ground was the relationship between the new claim as pleaded and the suggestion in my judgment of 7 April 2026 that the first fundamental matter that needs to be resolved is the true nature and character of the contractual relationship or relationships of the parties. This is really a matter of case management and does not concern the question whether leave should be given to replead the claim.
21. The substantial matter that has arisen is whether a less-than-clear claim brought forward on behalf of the Claimant by earlier lawyers was authorised by the Claimant and whether or not there has been an undertaking of the litigation without the proper involvement of the Claimant's instructions. The repleading of the claim goes to the same substantive complaints against both Defendants as were made in the original claim. The Claimant should have the benefit of the clearer pleading of his complaints, as should the Court. The Defendants should not be prejudiced by such repleading, in particular as to their costs.
22. These are the reasons for the orders I have made.

By the Court,



[signed]

Justice James Allsop AC

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

Representation

The Claimant was represented by the Al-Hail Law Firm (Doha, Qatar).

The Defendants were represented by the Law Firm of Mohammed Saud Al-Khater, Lawyer & Legal Consultant (Doha, Qatar).