



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

Neutral Citation: [2026] QIC (F) 47

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

Date: 20 July 2026

CASE NO: CTFIC0025/2026

AEGIS SERVICES LLC

Claimant/Respondent

v

RIONDEL TRADING AND SANITARY FITTINGS WLL

Defendant/Applicant

JUDGMENT

Before:

Justice Fritz Brand

Order

1. The Defendant's application for the setting aside of the Default Judgment issued against it on 17 June 2026 is granted and the Default Judgment is hereby set aside.
2. The Defendant is granted leave to file and serve its Defence within 14 days of this Order.
3. The costs occasioned by this application are to stand over for later determination.

Judgment

1. This is an application by the Defendant/Applicant, made pursuant to article 22.8 of the Rules and Procedures of this Court (the '**Rules**'), seeking an order setting aside the default judgment entered by this Court on 17 June 2026 in favour of the Claimant/Respondent in the sum of QAR 507,000 (the '**Default Judgment**'). The Claimant/Respondent is a corporate entity registered and licenced to do business in the Qatar Financial Centre (the '**QFC**'). The Defendant/Applicant is a corporate entity established within the State of Qatar but not in the QFC.
2. As formulated in its Claim Form, the Claimant's claim is for damages allegedly sustained as a result of criminal proceedings which were falsely and maliciously instituted by the Defendant, and the consequent conduct against it and its employees by the Cyber and Economic Claims Authorities of the State. With regard to the quantification of the damages claim, the Claimant simply claimed a globular amount of QAR 500,000. Hence, it is not clear whether part of the claim represents compensation for harm suffered by its employees individually, and if so, which part.
3. As to the procedural history of the matter, it appears that the claim documents were served on the Defendant on 18 May 2026. Under article 20.1 of the Rules, the Defendant then had 28 days to file and serve its Defence on the Claimant. Within the stipulated period, the Defendant then sent its Statement of Defence to the email address of one of the officials in the Registry, but not to the Registry or the Claimant, which resulted in the Default Judgment being granted on 17 June 2026. What is clear from all this is that the Defendant intended to oppose the claim against it throughout, and that its failure to do so properly resulted from an oversight on its part.

4. Yet, the mere fact that the Defendant always wanted to oppose the claim does not in itself justify the setting aside of the Default Judgment. Under article 22.8 of the Rules, the grounds for setting aside a Default Judgment are as follows:

The First Instance Circuit may set aside or vary the default judgment if it is satisfied that:

22.8.1 the Defendant has a real prospect of successfully defending the claim; or

22.8.2 it appears to the First Instance Circuit that there is another compelling reason, including:

(a) that the default judgment should be set aside or varied; or

(b) that the Defendant should be allowed to defend the claim.

5. The defences raised by the Defendant in its Statement of Defence, as amplified by the application for setting aside, are essentially twofold. First, that the claim includes compensation for loss suffered by the Claimant's employees individually; that these claims can only be pursued by the employees themselves and that, in consequence, the Claimant has no locus standi to do so. Second, the Defendant contends that while the Claimant's claims essentially rely on allegations of a false and malicious complaint filed by the Defendant with the Economic and Cyber Crime Department, the complaint was in fact not filed by the Defendant, but by a different entity: New Plastic Products Company ('NAPCO').
6. The Claimant submitted a lengthy answer to the application of about 32 pages. Together with annexures, it covers 84 pages. I believe this evinces a misconception on the part of the Claimant regarding the nature of these proceedings. By way of illustration, the answer to the Defendant's allegations is, in essence, that it was in fact the Defendant, and not NAPCO, who filed the complaint. But then the Claimant proceeds with a lengthy narrative in support of its thesis that the Defendant's true motive in pretending to seek the CE certification was to entrap the Claimant so as to bring about the closure of its business and the removal of its employees responsible for certification. Hence, so the Claimant contends, the Defendant was under an obligation to persuade the Court that its true motive was indeed to acquire the certification sought.

7. But the purpose of the setting aside proceedings is not to enable the Defendant to establish a defence. In fact, there is no need for it to do so at this stage. This logically flows from the fact that the setting aside of a default judgment is not the end of the matter. It by no means results in the dismissal of the Claimant's claim on its merits. By contrast, the setting aside will result in an investigation of the claim and, if the Defendant's answer is found wanting, the claim will succeed. As formulated in article 22.8.1 of the Rules, all the Defendant needs to show at this stage is a real prospect of successfully opposing the claim against it. Broadly stated, the Defendant is thus required to show a Defence to the claim recognised in law. Once having done so, the application will succeed, unless it appears from the application papers (including the Claimant's answer) that the facts relied upon for that Defence are either non-existent or so untenable that they can be rejected out of hand.
8. Starting out from that premise, I find it unnecessary to deal with the facts relied on by the Defendant or to embark on the debate raised by the Claimant in any detail. Suffice it in my view to say that:
 - i. there appears to be some merit in the Defendant's first answer relying on the absence of locus standi in that, at least on the face of it, the Claimant's formulation of its damages claim includes compensation for harm suffered by its individual employees; and
 - ii. as to the second Defendant, the Claimant's denial that the complaint was filed by NAPCO could well be an oversimplification of the facts. Differently stated, it can by no means be said, in my view, that the facts relied upon by the Defendant for its denial of responsibility for the criminal complaint against the Claimant are so untenable that they can be rejected out of hand.
9. Finally, the Claimant relies on article 22.9 of the Rules, which provides that, when considering whether or not to set aside a default judgment, the Court shall consider whether the application was made expeditiously. In support of the contention that this did not happen in this case, the Claimant points out that the application was brought four days after the Defendant became aware of the Default Judgment. However, the

short answer to this contention is that, in my view, a period of four days to consider and prepare for a setting aside application cannot be regarded as unreasonable at all.

10. As to the costs of the application, I find it appropriate to order that costs are to stand over for later determination.

By the Court,



[signed]

Justice Fritz Brand

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

Representation

The Claimant/Respondent was self-represented.

The Defendant/Applicant was represented by the law firm of Dr Murshid bin Shahin Al-Kuwari (Doha, Qatar).