In the name of His Highness Sheikh Tamim bin Hamad Al Thani,

Emir of the State of Qatar

Neutral Citation: [2026] QIC (F) 49

IN THE QATAR FINANCIAL CENTRE

CIVIL AND COMMERCIAL COURT

FIRST INSTANCE CIRCUIT

Date: 21 July 2026

CASE NO: CTFIC0053/2025

CHEIKH TIDIANE NIANG

Claimant/Respondent

v

CLEMENT SPORTS QFC LLC

Defendant/Applicant

JUDGMENT

Before:

Justice Fritz Brand

Order

1. The Claimant's application for the review of the costs order by the Registrar [2026] QIC (C) 5 is hereby refused.

Judgment

1. This is an application for review of the Registrar's costs order in this matter [2026] QIC (C) 5, dated 17 June 2026. The Applicant for review, who was the Claimant in the main proceedings and to whom I shall refer as the Claimant, is Mr Cheikh Tidiane Niang, a Senegalese national who was, at all relevant times, employed by the Defendant in the main proceedings in the State of Qatar.

2. Procedurally, the matter has a rather intricate history. On 18 November 2025, default judgment was entered on behalf of the Claimant, the Defendant not having filed a Defence to the claim ([2025] QIC (F) 59). On 24 December 2025, the Court set aside the 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) on 15 April 2026. 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).

3. With regards to costs, the First Instance Circuit ordered in its judgment of 15 April 2026:

> *3. The Claimant is directed to pay the reasonable costs incurred by the Defendant in these proceedings, but excluding the costs occasioned by the application for the setting aside of the default judgment. The quantum of such costs is to be determined by the Registrar if not agreed.*

4. The parties did not agree on the quantum of costs, and therefore, the matter came before the Registrar for assessment. The Defendant was represented throughout the proceedings by Eversheds Sutherland (International) LLP, who also represented the Defendant in the costs proceedings. The Claimant did not engage with the costs proceedings. His first response was that the matter was under appeal. When told that the appeal did not stay the proceedings, he informed the Registrar that he was not in a financial position to pay. Somewhat ironically, he was legally represented on appeal as well as in these review proceedings.

5. The Defendant sought a total of QAR 286,408 by way of its costs of the proceedings, including the trial, enforcement and costs assessment. Those costs were broken down as follows by phase:

    i. Trial: QAR 242,395.
    ii. Enforcement: QAR 13,560.
    iii. Costs proceedings: QAR 30,453.

    Total: QAR 286,408

6. In the event, the Registrar awarded QAR 206,000, inter alia, on the basis that:

    > *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.*
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    > *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.*
    >
    > *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.*

7. The application is brought under article 34.5 of the Court's Rules and Procedures (the '**Rules**'), which provides:

    > *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.*

8. It has been pointed out in earlier judgments of this Court that, since this is a review and not an appeal, the point of departure is that the Registrar has a wide discretion which will only be interfered with if it can be demonstrated that the Registrar has misdirected

himself or that the discretion has been improperly exercised (see e.g. *Amberberg Limited v Thomas Fewtrell and Others* [2024] QIC(F) 43 paragraph 9).

9. The first ground of review relied upon by the Claimant is that the Defendant has failed to provide evidence of costs actually incurred, such as invoices, receipts and the terms of engagement. Hence the Claimant seeks an order that the assessment be set aside and that the Defendant be directed to produce the documents. Apart from the fact that this would serve to increase the costs even further in a matter where the game has already proved not to be worth the candle, the short answer is that it is not a sufficient basis to interfere with the Registrar's assessment. In the costs proceedings, the Defendant's legal representatives submitted accounts on the basis that this is what they charged the Defendant. A misrepresentation in this regard would probably amount to professional misconduct. Hence, it is understandable that, in the absence of any challenge to the proposition, the costs claimed were actually incurred by the Defendant, the Registrar was entitled to accept that this is so.

10. The second ground is that the Registrar has erred in taking into account settlement offers by the Defendant at an earlier stage since, so it is said, the Claimant did not act unreasonably in rejecting these offers at that stage. But I find the argument untenable. The point is that the Claimant could have avoided the costs subsequently by accepting the settlement offer, and that he refused to do so at his peril.

11. The third objection is that the Registrar has failed clearly to exclude all costs associated with the setting aside of the default judgment. The objection has its origin in the express exclusion in the Court order of 15 April 2026 of the costs occasioned by the Defendant's application to set aside the default judgment, because those costs were attributable to its own fault. But as I have said, the onus is on the Claimant to show that the Registrar has misdirected himself. In this regard, there is no reason to think that the Registrar has somehow deducted less than he should have. On the contrary, the Registrar clearly went out of his way by deducting costs actually incurred by the Defendant to lighten the Claimant's burden. So, for example he reduced the partner's contribution from 30% to 15% without any factual basis for doing so.

12. The fourth ground relied upon is that the Registrar has failed to properly apply the requirement of proportionality. But again, this is an allegation without any factual

foundation. It is true that the costs awarded eventually exceeded the claim. But the Registrar clearly recognised this when he said:

> *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?*
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> *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.*
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> *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.*
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> *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.*

13. As I see it, the reasoning that appears from these paragraphs cannot be faulted in any way.

14. The fifth ground is that " *the Costs Judgment attributed substantial responsibility to the Applicant for failing to prepare the electronic bundle*, *chronology and list of persons involved, and allowed the Respondent's costs of undertaking that work*." But I fail to understand how this could be described as a misdirection. What the Registrar took into account was that the Claimant refused to engage in the pre-trial document preparation,

compelling the Defendant to take responsibility for their preparation, and that, by effectively outsourcing his own responsibilities for preparing the trial documentation to the Defendant's legal representatives, he undertook to pay for these services.

15. The sixth and final ground relied upon by the Claimant is one of procedural unfairness in the costs proceedings. In support of this ground it is argued that the Claimant "*did not deliberately refuse to participate in the costs-assessment process*" because "*he mistakenly believed that the pending application for permission to appeal suspended the costs proceedings*". But the argument suffers from a total lack of any factual foundation. Any misapprehension on the part of the Claimant that the proceedings had been suspended by the appeal was expressly removed by the Registrar's advice, which he plainly understood. What he then pleaded was impecuniosity, which plea, incidentally, now also appears to be unfounded.

16. In sum, I can find no basis to interfere with the Registrar's assessment. On the contrary, I find his judgment well motivated, evincing careful consideration that led to a result which is fair. The incongruity in the order sought by the Claimant is that it will only give rise to a further escalation of the costs in this matter, which have already spiralled out of control.

17. These are the reasons for my refusal of the review application.

By the Court,

[signed]

Justice Fritz Brand

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

Representation

The Applicant was represented by the Asmaa Al-Quradaghi Law Firm (Doha, Qatar).

The Defendant was represented by Mr Alexander Whyatt of Eversheds Sutherland (International) LLP (Doha, Qatar).