



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] OIC (F) 46

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

Date: 19 July 2026

CASE NO: CTFIC0014/2026

M

Claimant

v

D

Defendant

JUDGMENT

Before:

Justice Fritz Brand

Order

1. The Defendant's challenge to this Court's jurisdiction is upheld.
2. Proceedings in this matter are stayed to afford the parties the opportunity to refer their dispute to arbitration, as required by clause 4 of the Agreement between them, dated 23 March 2023.
3. The Claimant is ordered to pay the reasonable costs incurred by the Defendant in raising the jurisdictional challenge, the quantum of such costs to be assessed by the Registrar if not agreed upon between the parties.

Judgment

Introduction

1. The Claimant, [**], is a [**] and a resident in the State of Qatar. The Defendant, [**], is a corporate entity established and licensed to do business under the regulations of the Qatar Financial Centre (the '**QFC**').
2. Proceedings commenced on 7 May 2026 when the Claimant served his Claim Form, accompanied by the supporting documents, by email on the Defendant. Initially, the Defendant did not respond to the claim. Following the Claimant's request for default judgment, the Claimant raised the objection that electronic service had not been authorised by the Registrar or a Judge, as required by article 18.3.5 of the Court's Rules and Procedures (the '**Rules**'). From the Defendant's objection it was apparent that it intended to raise a jurisdictional challenge, if granted the opportunity to do so. Since the Defendant had admittedly received the Claimant's claim, the objection was plainly of a technical nature only. Hence it was afforded seven days to raise its jurisdictional challenge, which it then did.
3. From the Claim Form it appears that the claim arises from a written agreement concluded between the parties on 23 March 2023 (the '**Agreement**'). In terms of the Agreement, the Defendant undertook to render services to the Claimant to assist him with [**]. In accordance with the provisions of the Agreement, the Claimant paid the Defendant's fees in the amount of QAR 27,000 upon signature thereof.

4. The Claimant's case is that because of certain deficiencies in the provision of the Defendant's services, his application [**] was eventually rejected by the authorities. In consequence, he seeks recovery of the QAR 27,000 in agency fees, together with certain related expenses incurred by him in the UK.
5. The first leg relied upon by the Defendant for its jurisdictional challenge relies on article 8(3)(c)(4) of the QFC Law No.7 of 2005 (as amended), which is the gateway to this Court's jurisdiction available to the Claimant (for the five gateways in general, see *Azmeh and Nicol on the Law and Practice of the QFC Civil and Commercial Court and the Regulatory Tribunal* (LexisNexis UK, 2025), Chapter 2). Article 8(3)(c)4 provides for this Court's jurisdiction in:

Civil and commercial disputes arising from transactions, contracts or arrangements taking place between entities established within the QFC and residents of the State, or entities established in the State but outside the QFC, unless the parties agree otherwise.

6. Since the dispute arose from a contract between the Claimant, who is a resident of the State of Qatar, and the Defendant, an entity established in the QFC, this Court would therefore have jurisdiction under this article, unless it can be said that "*the parties agreed otherwise*".

Analysis

7. This qualification gives rise to the second leg of the Defendant's jurisdictional challenge which relies on clause 4 of the Agreement, which provides:

Disputes & Jurisdiction: Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by QATAR INTERNATIONAL COURT AND DISPUTE RESOLUTION CENTRE ("QICDRC") in accordance with QATAR INTERNATIONAL COURT AND DISPUTE RESOLUTION CENTRE ("QICDRC") rules in force at the time the request for arbitration is submitted, which rules are deemed to be incorporated by reference in this clause. The seat, or legal place, of the arbitration shall be Qatar. The Arbitral Tribunal shall consist of three arbitrators. The language of the arbitration shall be English. The Competent Court of the arbitration shall be the First Instance Circuit of the Civil and Commercial Court of the Qatar Financial Centre and, in the case of enforcement, the Competent Judge shall be the Enforcement Judge of the First Instance Circuit of the Civil and Commercial Court of the Qatar Financial Centre.

8. The third leg of the jurisdictional challenge relies on the judgment of this Court in *C v D* [2025] QIC (F) 44. In that matter, it was held that a clause which forms part of the Defendant's standard contract and is therefore usurpingly worded almost identically to clause 4 of the Agreement, constituted an "*agreement*" which excluded the jurisdiction of this Court, as contemplated in the proviso of article 8(3)(c)4 and that accordingly the Court had no jurisdiction to determine the dispute arising from that contract.
9. I find it unnecessary to repeat the reasoning which led to the conclusion in *C v D*. It is formulated with admirable clarity in that judgment. Suffice it therefore, in my view, to say that I find this case indistinguishable from the case of *C v D* on the facts. It is true that, since it is not a judgment of the Appellate Division of this Court, I am not bound by it if I disagree with the reasoning. But the short answer is that I do not.
10. The only argument of any substance raised by the Claimant in his Response to the jurisdictional challenge refers to other cases before this Court in which the Defendant brought or defended claims and in which he contends that he accepted this Court's jurisdiction without objection. But the same argument was also raised by the Claimant and considered by the Court in the case of *C v D*. The conclusion arrived at in that case is formulated in paragraph 15 of the judgment in the following way:

... There is no evidence to explain why, in those cases, the defendant might have made any choice as to the correct forum for resolution of a dispute. In any event, it is not clear why any choice made by the defendant in other cases should amount to a waiver of their right to arbitrate or otherwise preclude their reliance on an arbitration agreement in this case...

Conclusion

11. As I see it, the exact same considerations apply in this case, and again I find no basis to depart from the underlying reasoning that led to the conclusion reached in that case.
12. The order sought by the Defendant is that I dismiss the claim for lack of jurisdiction. But I find the order formulated in *C v D* more appropriate. As to costs, I find that the costs of the successful jurisdictional challenge should follow the event.
13. These are the reasons for the order I propose to make.

By the Court,



[signed]

Justice Fritz Brand

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

Representation

The Claimant was self-represented.

The Defendant was self-represented.