



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

Neutral Citation: [2026] QIC (A) 12

**IN THE QATAR FINANCIAL CENTRE
CIVIL AND COMMERCIAL COURT
APPELLATE DIVISION**

[On appeal from [2026] QIC (F) 11]

Date: 14 June 2026

CASE NO: CTFIC0053/2025

CHEIKH TIDIANE NIANG

Claimant/Applicant

v

CLEMENT SPORTS QFC LLC

Defendant/Respondent

JUDGMENT

Before:

Lord Thomas of Cwmgiedd, President

Justice Dr Muna Al-Marzouqi

Justice Dr Talal El-Emadi

Order

1. The Applicant's application for permission to appeal is dismissed.

Judgment

Background

1. The Applicant, by an application dated 14 May 2026, seeks permission to appeal against the Order of the First Instant Circuit (Justice Fritz Brand) dated 15 April 2026 ([2026] QIC (F) 11) ordering the Applicant to pay the Respondent QAR 9,500 as damages under his contract of employment, together with the costs incurred by the Respondent in the proceedings.

Introduction

2. The Applicant was employed by the Respondent in Qatar as a fencing instructor during the period 2023-2025. He claimed that he had been unfairly dismissed from his employment and brought proceedings for arrears of salary, sums said to be due for other benefits which he had not received (including a housing allowance), and for damages.
3. The Respondent contended that his dismissal was justified; the Applicant had received repeated warnings and warning letters about his conduct, particularly being late for work and leaving classes when he should have remained at those classes; it was also alleged that he had wrongfully failed to attend work on 2 days in March 2025 and that on 11 March 2025, he had abandoned the work he was employed to do and departed Doha without ever obtaining or seeking prior leave to do so. The Respondent counterclaimed for damages it had suffered as a result of the Applicant's breach of his employment contract.

4. As there were disputes on the facts and allegations by the Applicant that his signatures acknowledging receipt of the warning letters relied on by the Respondent were false and fabricated, the proceedings were tried virtually. Both the Applicant and the principal of the Respondent, Mr Christophe Clement, gave evidence.
5. In its judgment, the First instance Circuit found that the Applicant had signed acknowledgements of the receipt of the warning letters and that he had put forward the allegations of fabrication in an attempt to deny that he had been warned and had received warning letters. On the basis of all the evidence before the Court (including evidence as to the circumstances in which the Applicant's employment had been terminated), the First Instance Circuit rejected his evidence and found that the dismissal of the Applicant was justified. The Applicant's claim for unfair dismissal was accordingly dismissed. The First Instance Circuit also dismissed the Applicant's claim for housing benefit as none was due under the contract of employment which the First Instance Circuit determined was a contract dated 8 January 2023.
6. The First Instance Circuit then held that the Applicant, in leaving his employment in March 2025, was in breach of that employment contract and that the Respondent had suffered loss as a result and was entitled to recover damages in the amount of QAR 15,000 against which the admitted indebtedness of the Respondent to the Applicant in the sum of QAR 7,200 was to be offset. The Court therefore gave judgment on the counterclaim against the Applicant for QAR 9,500, with the Order for costs following that result.
7. The grounds of the application for permission to appeal are limited to the counterclaim. Five grounds were advanced in the application to this Court; a supplementary submission containing further arguments was submitted on 4 June 2026, which despite its late service, we have considered.
8. As the sum in issue on the appeal was QAR 9,500 (together with the proportion of the costs attributable to the counterclaim), this Court must in accordance with Practice Direction. 1 of 2025 – Appeals:

... when determining whether to grant permission, consider whether the Application has any merit. In considering whether the Application has merit, the Court will scrutinise the grounds of appeal against a wide range of factors including whether there are substantial grounds for considering that a judgment or decision is erroneous and if there is a significant risk that it will result in serious injustice (as set out in the judgments of the Appeal Circuit).

The application

9. The judgments are summarised in *Azmeh and Nicol on the Law and Practice of the QFC Civil and Commercial Court and Regulatory Tribunal* (LexisNexis 2025) at paragraph 12.6; the judgments make clear that one of the factors in determining whether to grant permission is whether the amount at stake on the appeal is so small that there would be no significant risk that it would result in serious injustice.

10. We will consider each ground in turn.

Ground 1

11. It is contended that the First Instance Circuit was wrong in determining that the terms of the contract of employment were those set out in the contract dated 8 January 2023. The terms were set out in the contract dated 6 January 2023, and not that dated 8 January 2023 (the judgment of the First Instance Circuit contains a typographical error in dating the contract 8 January 2025 as it was dated 8 January 2023 as is clear from the documents before the First Instance Circuit).

12. Although it was accepted by the Applicant that the contract dated 8 January 2023 contained no term which entitled the Applicant to payment for accommodation and had an entire contract term, the contract dated 6 January 2023 contained in clause 6.2 a term that “*accommodation for married couple provided by the company*”. He was therefore entitled to be compensated for the accommodation/housing benefit which the Respondent had failed to provide.

13. We are entirely satisfied that there is no basis for challenging the decision of the First Instance Circuit that the terms of the contract were those set out in the contract dated 8 January 2023, and there was no entitlement to housing accommodation:

- i. The First Instance Circuit was entitled to find that the version of the document dated 6 January 2023 was replaced and superseded by the contract of 8 January 2023. There was ample evidence to support that finding. The document before the First Instance Circuit which purported to be the contract of 6 January 2023 comprised three pages. The evidence of Mr Clement explained what had happened and the First Instance Circuit was entitled to accept that evidence and find that the contract was the signed document dated 8 January 2023 and that it superseded any contract agreed on 6 January 2023.
- ii. The Memorandum of Appeal submitted on behalf of the Applicant attaches a signed document said to be the contract of 6 January 2023. That is a different document to the document before the First Instance Circuit as the document before the First Instance Circuit was only three pages, two of which were duplicates. We decline to admit on this application to appeal the document attached to the Memorandum of Appeal. There is no explanation as to its provenance. There is nothing which explains why it was not before the First Instance Circuit, or which explains why only pages of the document were before it. This Court has repeatedly emphasised the conditions that must be satisfied if the Court is to consider fresh evidence on an appeal – see *Azmeh and Nicol on the Law and Practice of the QFC Civil and Commercial Court and Regulatory Tribunal* at paragraph 12.9 and the recent judgment of this Court in *Ibrahim Al-Nasr v Nexus Financial Services* [2026] QIC (A) 5 at paragraphs 43 and following.
- iii. An argument was made that rights had accrued under what is said to be the contract of 6 January 2023 and the Applicant could not be deprived of those rights; that is based on the mistaken assumption that the later contract was over two years later; it was only two days later. No rights had accrued in those two days, even if the document of 6 January 2023 had been the contract of employment until it was superseded by the contract dated 8 January 2023.

14. Reliance is also placed on two salary certificates dated 20 December 2023 and 22 September 2024, respectively. The certificate of 20 December 2023 was before the First Instance Circuit: it referred to the terms of employment as including accommodation for a married couple. An explanation of the reason for this was given by Mr Clement in his evidence. The terms of the signed contract of 8 January 2023 are clear. It is difficult to see why the certificate of 20 December 2023 varied it. The Judge was highly critical of the honesty of the Applicant and plainly accepted the evidence of Mr Clement.
15. The certificate of 22 September 2024 was not before the First Instance Circuit. We decline to admit it for the reasons given in respect of the document said to be the contract dated 6 January 2023. In any event it could not, as we have explained vary the terms of the contract of 8 January 2023.

Ground 2

16. It is contended that the two salary certificates to which we have referred act as entitlement to or admission of the housing benefit under article 26 of the QFC Employment Regulations (as amended). This was not a point that appears to have been raised before the First Instance Circuit and is not considered in the judgment. Despite this, we have considered it. We cannot see any basis for allowing reliance on the certificates as displacing the clear terms of the employment contract, given the evidence before the First Instance Circuit on the only certificate that was before that Court.

Ground 3

17. It is contended that the First Instance Circuit wrongly failed to admit the witness evidence and other material. The Applicant's advocate requested access to the "*Court file*". The Applicant had access to all the documents filed before the Court; all were in the e-Bundle which the Applicant and his advocate on the appeal have available to them. The First Instance Circuit properly determined which witnesses to hear and there is no basis for contending that the decision was wrong and that those other witnesses should have been heard.

Ground 4

18. It is first contended that the ordering of the set off and payment by the Applicant of QAR 9,500 was contrary to article 27 of the QFC Employment Regulations (as amended). The article simply prohibits the employer from making unauthorised deductions from his salary. It provides, in relevant part:

An Employer shall not deduct from an Employee's salary or accept payment from an Employee, unless:

....

(4) the deduction or payment has been ordered by the QFC Employment Standards Office, the Civil and Commercial Court or the Regulatory Tribunal.

19. It is also contended that the Court failed properly to apply article 107 of the QFC Contract Regulations 2005 to the facts. There is no basis for this contention. The First Instance Circuit properly applied article 107 in accordance with the decision of this Court in *Zishan Anwar v Devisers Advisory Services LLC* [2025] QIC (A) 9 at paragraph 38. In doing so, the First Instance Circuit applied the decision to the benefit of the Applicant in reducing the sum that would otherwise have been payable under the liquidated damages clause.

Ground 5

20. It is contended that the Order as to costs was wrong. If the Applicant had succeeded on any of grounds 1-4, it would have been necessary for us to reconsider the costs Order. However, as the Applicant has failed on each of those grounds there is no basis for reconsidering the Order as to costs.

Conclusion

21. For the reasons we have set out and taking into account the sum in issue on the appeal, there is no merit in the appeal or any of the grounds. The application for permission to appeal is accordingly dismissed.

By the Court,



[signed]

Lord Thomas of Cwmgiedd, President

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).