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

Emir of the State of Qatar

Neutral Citation: [2026] QIC (F) 53

IN THE QATAR FINANCIAL CENTRE

CIVIL AND COMMERCIAL COURT

FIRST INSTANCE CIRCUIT

Date: 12 August 2026

CASE NO: CTFIC0051 /2026

DG

Claimant

v

PLAY RIVALS GAMING LLC

Defendant

JUDGMENT

Before:

Justice Tan Sri Nallini Pathmanathan

Order

1. The Defendant's application to strike out the Claimant's claim is dismissed.

2. Within 7 days of the date of this judgment, the Claimant shall amend and serve the Claim Form such that he is substituted by his legal guardian in these proceedings.

3. The Defendant is ordered to file its Defence to the Claim on the substantive merits of the case within 14 days of the date of this judgment.

4. The costs of this application are reserved.

Judgment

Introduction

1. The Claimant is an individual who resides in India. The Defendant is a company registered in the Qatar Financial Centre ('**QFC**'). The Claimant seeks the recovery of, inter alia, consultancy fees alleged to be due under a consultancy services agreement he entered into with the Defendant on 25 December 2025 (the '**Agreement**'), with the consultancy commencing on 1 January 2026.

2. In its Defence, the Defendant sought an order to strike out or dismiss the Claimant's claim on the basis that:

   i. the Claimant lacked the legal capacity to institute these proceedings in his own name by reason of his minority;

   ii. the service of the claim on it, by way of electronic means, was without permission or was unauthorised. It is further alleged that this amounted to a jurisdictional defect; and

   iii. the Claimant's filing was contractually and regulatorily premature because there remained an unexpired statutory appeal "*window*" in respect of a prior claim made by the Claimant to the QFC Employment Standards Office (the '**ESO**') under article 62(2) of the QFC Employment Regulations (as amended).

Background

3. The Claimant, Mr DG, is an Indian national born on 15 January 2009. He was accordingly a minor, aged 16, when he entered into the Agreement. He remained a minor, aged 17, when his Claim Form was issued in this Court on 19 July 2026.

4. The claim, in brief, is for recovery of consultancy fees said to have been wrongfully withheld and deducted by the Defendant, including a sum of INR 8,000, following the Defendant's summary termination of the Claimant's engagement. The Claimant says he first raised the matter with the ESO, which declined jurisdiction on the basis that the relationship was governed by a consultancy, rather than an employment agreement, and advised him to bring any contractual dispute before this Court. The Claimant then filed this claim. There is a statutory right of appeal that may be brought against the decision of the ESO within a period of one month.

5. By its Notice of Defence dated 6 August 2026, the Defendant resists the claim on the three grounds set out in paragraph 2 above. I now examine the objections put forward by the Defendant.

Analysis

Ground 1: The Claimant lacked the legal capacity to institute these proceedings in his own name by reason of his minority

6. The Defendant contends that, because the Claimant is under the age of 18, he lacks capacity to sue in his personal capacity, that only a parent or legally recognised guardian may commence or maintain proceedings on his behalf, and that the Claim Form is accordingly "*structurally invalid*" and must be dismissed.

7. The Rules and Procedures of this Court (the '**Rules**') do not address the capacity of a minor to bring a claim. According to Schedule 6 of Law No. 7 of 2005 on the Qatar Financial Centre (the '**QFC Law**'), in the absence of a specific provision in the Rules or the QFC Law, the provisions of Law No. 13 of 1990 (the '**Civil and Commercial Procedure Law**') shall apply.

8. Article 49 of Law No. 22 of 2004 (the '**Civil Code**') provides that full legal capacity to perform legal acts is acquired at the age of majority, which is 18 years. The Claimant,

being 17 at the date of filing, does not have that capacity. The Claimant has not sought to argue otherwise.

9. The question that remains is what follows from that finding. The Defendant assumes that dismissal is the only available course. That is not the case. Article 71 of the Civil and Commercial Procedure Law, which governs this Court's procedure on matters the Rules do not address, provides as follows:

> *It shall be permitted to use, at any stage of the lawsuit proceedings, the defense of unacceptability of lawsuit due to the lack of capacity or competence or interest or any other reason.* ***Should the Courts of First Instance deem that the defense of unacceptability of a lawsuit due to lack of capacity by the defendant is grounded, the hearing shall be adjourned to summon the holder with capacity.***
> [**Emphasis added**].

10. Article 71 of the Civil and Commercial Procedure Law provides, in essence, that where the lack of capacity is grounded, as is the case here, then the hearing of the matter is to be adjourned to summon the holder with capacity. The use of the word "*shall*" makes it clear that the remedy the article itself prescribes is adjournment and summons, not dismissal. Neither does the Defence identify any basis for the contention that only dismissal should follow.

11. The reading above is reinforced by two further considerations. First, under article 4.1 of the Rules, the "*Overriding Objective of the Court is to deal with all cases justly*", which includes dealing with them in a manner proportionate to what is at stake. Striking out a claim which may otherwise have merit, on account of a procedural incapacity that is curable by the joinder of a guardian, does not conform to the Overriding Objective.

12. Second, article 6 of the QFC Contract Regulations 2005 provides that a contract entered into by a person not of competent legal capacity is voidable — at the election of that person or his representative, or by order of this Court — rather than void. The regulatory framework therefore treats a minor's contractual dealings as capable of correction or ratification, not as a nullity to be struck from the record. It would be inconsistent with that approach to treat the Claimant's minority as fatal to his ability to have the underlying dispute heard.

13. Under article 10 of the Rules, this Court may give case management directions, including directions for the appointment or joinder of a representative to continue an action. Accordingly, this has been done.

Ground 2: Service of the claim by electronic means was without permission

14. The record of proceedings discloses that the Claimant sought permission from the Registrar to serve the Defendant by email and that such permission was granted. The Claimant then complied with the Registry's directions on service. When it was found that a document had not been included in the earlier service, the Claimant re-served the complete documentation. Satisfactory proof of service has been provided.

15. More tellingly, the Defendant received the claim and filed its Defence, seeking a striking out or dismissal of the claim. The fact and purpose of service were achieved, in accordance with the Registry's directions. It cannot be concluded that the Defendant suffered prejudice. This objection does not amount to a jurisdictional effect. It is therefore dismissed.

Ground 3: The Claimant's filing was contractually and regulatorily premature because there remained an unexpired statutory appeal "*window*" in respect of a prior claim made by the Claimant to the ESO

16. As for the Defendant's contention that the proceedings are premature, I accept the Claimant's response that this contention is factually incorrect. The record discloses that the Claimant's complaint to the ESO was dismissed on 3 June 2026. An appeal against such a decision is to be filed within a period of 1 month. The present claim was served on the Defendant on 26 July 2026. As such, there was a lapse in time of more than seven weeks after the disposal of the ESO complaint and the present claim. There was therefore no unexpired statutory appeal "*window*".

17. More importantly, the existence of time for a potential appeal against the ESO decision does not preclude the filing of the present claim, particularly given the fact that the ESO specified that it does not have the jurisdiction to hear the claim and advised the Claimant to commence proceedings in this Court. There is nothing in the applicable law that requires the Claimant to appeal against the decision of the ESO prior to initiating proceedings in this Court. Therefore, this ground too has no merit.

Conclusion

18. For these reasons, I decline to strike out or dismiss the claim on any of the grounds put forward by the Defendant.

By the Court,

[signed]

Justice Tan Sri Nallini Pathmanathan

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

Representation

The Claimant was self-represented.

The Defendant was self-represented.