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

Emir of the State of Qatar

Neutral Citation: [2026] QIC (F) 59

IN THE QATAR FINANCIAL CENTRE

CIVIL AND COMMERCIAL COURT

FIRST INSTANCE CIRCUIT

Date: 20 September 2026

CASE NO: CTFIC0051/2026

DG

(BY HIS LITIGATION GUARDIAN MOHIT GOYAL)

Claimant

v

PLAY RIVALS GAMING LLC

Defendant

JUDGMENT

Before:

Justice Tan Sri Nallini Pathmanathan

Order

1. Judgment is entered for the Claimant against the Defendant in the sum of INR 8,000, being the sum deducted and withheld by the Defendant under Clause 6.6.2 of the Consultancy Services Agreement dated 25 December 2025. The Defendant is to pay this sum within 7 days of the date of this judgment.

2. As for any further or other consultancy fees that remain outstanding beyond the sum stipulated in paragraph 1, above, if the parties are unable to agree on that sum, each party is to file its own statement and supporting documents within 7 days from the date of this judgment for determination by the Registrar.

3. The Defendant's claim for administrative costs at the rate of QAR 200 per hour is refused.

4. Interest is granted on the sum stated in paragraph 1 above at the rate of 5% per annum from 7 March 2026, being the date of until the date of payment.

5. The costs of the claim on the point of jurisdiction as well as the merits shall follow the event, in favour of the Claimant. Such costs are to be determined by the Registrar if not agreed between the parties.

Judgment

Introduction

1. This judgment addresses the substantive merits of the claim, following an earlier judgment dated 12 August 2026 by which the Defendant's application to strike out the claim was dismissed. It was then directed that the Claimant be substituted in these proceedings by his litigation guardian, and the Defendant ordered to file its Defence on the merits. The Claimant filed a Reply after the Defence. The case was then adjudicated on its merits on the cause papers and exhibits.

2. The claim arises out of a Consultancy Services Agreement dated 25 December 2025 (the '**Agreement**') between the Claimant, DG, and the Defendant, Play Rivals Gaming LLC ('**PRG**'), a company registered in the Qatar Financial Centre. The Claimant seeks payment of consultancy fees which he says were wrongfully withheld by PRG,

including a sum of INR 8,000 deducted as a purported contractual penalty following the termination of his engagement.

3. PRG resists the claim on the footing that the Claimant's engagement was lawfully terminated, and the INR 8,000 lawfully withheld, on account of the Claimant's misconduct.

Procedural Background

4. The Claimant is an Indian national, born on 15 January 2009. He was therefore a minor, aged 16, when he entered into the Agreement, and remained a minor, aged 17, throughout the events giving rise to this claim and when these proceedings were commenced.

5. The Claimant first raised his complaint with the Qatar Financial Centre Employment Standards Office (the '**ESO**'). By a decision dated 3 June 2026, the ESO declined jurisdiction on the ground that the relationship between the parties was governed by a consultancy agreement rather than a contract of employment, and advised the Claimant that any contractual dispute should be brought before this Court.

6. The Claimant filed his Claim Form in this Court on 19 July 2026 in his own name and while still a minor. By its Notice of Defence dated 6 August 2026, the Defendant applied to strike out the claim on three grounds: (i) that the Claimant lacked capacity to sue in his own name by reason of his age; (ii) that service of the claim by electronic means was unauthorised and amounted to a jurisdictional defect; and (iii) that the claim was contractually and regulatorily premature, there remaining, on the Defendant's case, an unexpired statutory appeal window in respect of the ESO's decision.

7. By the judgment of 12 August 2026, each of those three grounds was dismissed. The grounds are fully set out in a judgment with the citation [2026] QIC (F) 53. Pursuant to that judgment, the Claim Form was amended to substitute Mohit Goyal, the Claimant's father, as his litigation guardian. The Defendant filed its Defence on the merits on 26 August 2026. The Claimant filed his Reply to Defence and Counterclaim on 2 September 2026. Both parties remain self-represented.

The Claimant's Case

8. The Claimant's case is that he duly performed the consultancy services required of him under the Agreement, namely tournament operations, creator and caster coordination, and community management in connection with PRG's Free Fire MAX ('**FFM**') e-sports operations, including liaison with the game's publisher, Garena. He alleges that PRG withheld part of his consultancy fees and deducted a further INR 8,000 on the basis of alleged misconduct, before terminating the Agreement.

9. The Claimant denies that his conduct amounted to misconduct capable of justifying the deduction or the termination. His pleaded position is twofold: first, that the attendance and performance issues raised with him in early February 2026 arose in the context of a family medical emergency of which PRG's management was aware; and second, that the social media activity relied upon by PRG concerned a personal matter unconnected with PRG, its business, or the consultancy services he provided. He seeks payment of the sums withheld, together with compensation for the financial hardship said to result, interest, and costs.

The Defendant's Defence on the Merits

10. PRG's Defence on the Merits denies any liability. It sets out what it describes as the 'full chronology' of events, the salient elements of which are as follows.

    i. On 7 February 2026, following what PRG describes as several operational performance discussions, PRG's management issued a written warning to the Claimant by WhatsApp, referring to four unresolved platform support tickets, which the Claimant acknowledged.

    ii. On 25 February 2026, between 17.15 and 17.17, PRG says it explicitly warned the Claimant, in a WhatsApp exchange, against carrying out a stated intention to have certain community representatives "*blacklisted*", stating, "*In any way if this affects the business anyone who's responsible will face consequences*" and "*Think before you do anything*"; to which the Claimant is recorded as replying, "*I don't fear any consequences if I'm right at my place*".

iii. Approximately two hours later, at around 19.10 on 25 February 2026, the Claimant published a WhatsApp story addressed to "*all FFM community talents and influencers*" stating that, having observed "*recent situations within the community*", he had decided that individuals who chose to work with two named individuals, "*Zenith*" and "*Flash*", would not be considered for future collaborations or deals from him. PRG's case is that Zenith and Flash were publicly known community representatives of PRG, such that the post would reasonably have been understood by its intended audience as targeting PRG notwithstanding that PRG was not named.

iv. PRG alleges that the Claimant thereafter removed himself from PRG's communication channels without notifying his manager or HR, which it characterises as an unauthorised abandonment of his post.

v. On 27 February 2026, the Claimant submitted a written complaint to PRG's HR department, in which PRG says he admitted to making the post, describing it as informing FFM talents of his "*personal collaboration preferences*".

vi. On 7 March 2026, following what is described as a structured internal review of communications, operational records and team feedback, PRG issued a formal written notice terminating the Claimant's engagement with immediate effect, relying on clause 5.2 of the Agreement.

vii. PRG further alleges that, on or around 16 March 2026, its publisher-facing communications with Garena were obstructed as a direct consequence of a dispute the Claimant had created, and that, between 29 and 31 March 2026, after receiving PRG's termination notice, the Claimant circulated a message within the FFM community describing PRG as having "*scammed*" his salary and urging caution in dealing with PRG. PRG says this amounted to a further, post-termination breach of clause 7.2 of the Agreement (confidentiality and non-disparagement).

11. PRG relies on clause 5.2 of the Agreement, which it says confers "*an unqualified right to immediate termination without notice or payment*" in cases of, among other things,

misconduct, and on clauses 6.6.1 and 6.6.2, which PRG says define "*material misconduct" as "any act or omission by the Consultant that results in, or is reasonably likely to result in, reputational harm, platform disruption, community backlash, loss of trust, or operational damage to PRG*", and which permit PRG, in the event of such misconduct, to impose disciplinary measures including "*a financial penalty of up to one (1) month's Service Fee*". PRG's position is that the INR 8,000 withheld represents precisely one month's Service Fee, being, on its case, the maximum permitted under that contractual cap, and that this is proportionate to the misconduct alleged.

12. PRG's Defence asserts (without at that stage producing supporting documentary evidence beyond the exhibited WhatsApp exchanges) that the Claimant's conduct caused actual disruption to its relationship with Garena and to its standing within the FFM community, stating that such evidence is "*available to be produced to the Court upon request*". PRG also states that it has cooperated fully and in good faith with the ESO's investigation of the Claimant's complaint.

13. PRG seeks a finding that the termination and the withholding of the INR 8,000 were lawful, confirmation that no further sums are owed, and an order that the Claimant pay PRG's internal administrative costs of preparing its Defence at a rate of QAR 200 per hour, alternatively the appointment of an independent technical expert.

The Claimant's Reply

14. The Claimant's Reply disputes PRG's characterisation of events on substantially every material point.

    i. With respect to the 7 February 2026 warning, the Claimant says that this arose from a discussion of routine, pending support tickets which he had fallen behind on, because of the volume of work he was simultaneously performing for Garena; and that he had, both before and during his engagement, informed PRG's management that his responsibilities to Garena, as its official liaison, took priority. He also relies on messages sent on 15 January 2026 to two of PRG's staff, Aaqib and Abdulrahman, informing them that his father was critically ill and hospitalised, that he would continue to work and fulfil his responsibilities from the hospital where possible, and that there might be times when he was unable to attend meetings; and on a further message of 13 February 2026 in which he described attending work meetings while his father was on a ventilator.

ii. As for the post, the Claimant accepts that he made it but disputes PRG's characterisation of it. He says the underlying dispute with Zenith and Flash was personal; that the Post did not name PRG, use its branding, or purport to represent it; that it concerned only his own future collaboration choices; and that Zenith and Flash had their own independent standing in the FFM community and a non-exclusive relationship with PRG. He says that, within minutes of the Post being raised in PRG's internal "*Operations X Marketing*" group chat, he stated in terms:

> *No where I mentioned PRG it's my personal decision to not to work with people working with them within the FFM COMMUNITY' and 'I haven't mentioned PRG anywhere. I have my own issues with the guys themselves, not the company.*

iii. As to the alleged abandonment of his post, the Claimant says that, after being told by PRG's Aaqib that he would be "*temporarily*" removed from the Operations X Marketing group "*for work peace*", he removed himself only from PRG WhatsApp groups relating to work that had already concluded, and did not remove himself from PRG's Discord server, which remained in use for live tournament support.

iv. As to the Garena/PC Client issue, the Claimant says that, on 25 February 2026, in the presence of his manager, he informed PRG's Garena contact in clear and professional terms that he was no longer handling tournaments for PRG and that the PC Client associated with his account should no longer be treated as PRG's, expressly flagging that, under Garena's own rules, client usage is permitted on only one channel per scout or tournament organiser. He says any consequent need for PRG to secure its own, independently verified PC Client was the automatic operation of that rule, not a wrongful act on his part, and that PRG has not established that any decision by Garena was caused by him.

v. As for the 27 February 2026 HR complaint, the Claimant says he explained that the post was personal and independent of PRG, raised other workplace concerns, and stated that, if those concerns could not be resolved, the complaint should be treated as a formal resignation, coupled with a request for payment of pending salary without deduction. He says no substantive response was received.

vi. With respect to the alleged prize-pool statements (on or around 18 March 2026) and the alleged post-termination "*scam*" message (29–31 March 2026), the Claimant denies making or circulating either, says he was never provided with evidence of the allegation when he asked for it, and puts PRG to strict proof, relying on what he says is contemporaneous community discussion identifying other individuals in connection with the same allegations.

15. The Claimant's Reply to the Counterclaim disputes PRG's entitlement to administrative costs at QAR 200 per hour, on the ground that PRG has not established the number of hours claimed, the necessity or reasonableness of that time, or any legal basis for recovering the cost of preparing its own Defence from the Claimant.

Issues for Determination

16. The primary issue that arises for consideration is whether or not the Claimant's demand for monies due under the Agreement, is defeated by PRG's defence that no such monies are due by reason of the Claimant's misconduct, such misconduct justifying PGR's invoking and applying clauses 5.2 as well as 6.6.1 and 6.6.2 of the Agreement. In order to answer the primary issue, the following sub-issues arise:

i. What is the legal basis for this claim? As such, on what legal criteria should the Court conduct its enquiry into the alleged misconduct?

ii. Where does the burden of proof lie in respect of the alleged misconduct relied upon by PRG to justify (i) summary termination under clause 5.2, and (ii) the withholding of INR 8,000 under clause 6.6.2?

iii. On the evidence, has PRG established, on the balance of probabilities, that the Claimant's conduct on 25 February 2026, or thereafter, constituted "*material misconduct*" within clause 6.6.1, such as to justify termination without notice under clause 5.2?

iv. What sums, if any, remain due to the Claimant, and is PRG entitled to the administrative costs it claims?

Sub-issue (i): What is the legal basis for this claim? As such, on what legal criteria should the Court conduct its inquiry into the alleged misconduct?

<u>The Law</u>

17. The relationship between the parties is governed by the Agreement, a Consultancy Services Agreement. The Agreement is not a contract between employer and employee and is not governed by the QFC Employment Regulations (as amended). That characterisation was confirmed by the ESO and has not been challenged by either party. It follows that the Claimant's complaint, although described by him as one of "*wrongful termination*", falls to be determined as a claim for breach of contract and for sums due under that contract.

18. Such a cause of action is governed by the QFC Contract Regulations 2005, and not by reference to common-law unfair dismissal principles, procedural fairness in the employment sense, or natural justice requirements applicable to the exercise of a disciplinary power by an employer.

19. Clause 5.2 of the Agreement, as pleaded and exhibited by PRG, confers on PRG a right to terminate "*immediately*" and "without notice or *payment*"' in the case of, among other things, misconduct. The clause, on the face of it, imposes no procedural precondition - no requirement of a hearing, no obligation to invite or consider the Claimant's explanation before acting, and no obligation to warn before acting on any individual instance of alleged misconduct.

20. As such, the question for this Court is not whether PRG's internal process was fair to the Claimant, but whether "*misconduct*" meeting the objective contractual definition in

clause 6.6.1 occurred, as a matter of fact. The fairness or otherwise of PRG's internal process may be relevant, if at all, only as background, going to the reasonableness and good faith of PRG's decision to terminate.

Sub-issue (ii): Where does the burden of proof lie in respect of the alleged misconduct relied upon by PRG to justify (i) summary termination under clause 5.2 and (ii) the withholding of INR 8,000 under clause 6.6.2?

21. As for the burden of proof, the Claimant's primary case is in essence a claim for a debt namely, consultancy fees earned and not paid. PRG's defence is that it is not contractually obliged to make payment to the Claimant for such debt by reason of the Claimant's misconduct, which permitted and justified the application of clause 5.2 as well as 6.6.2 by PRG. In this situation where does the burden of proof lie?

22. In the first instance it falls upon the Claimant to establish that fees earned were not paid. PRG in the instant case does not appear to seriously dispute the fact that the fees claimed by the Claimant were not paid; however, it maintains that those fees are not now due, and that it is entitled not to make such payment, as well as impose a financial penalty on the Claimant, by reason of his misconduct. In justifying such non-payment and imposition of the penalty fee, PRG relies on clauses 5.2 and 6.6.2 of Agreement.

23. PRG therefore depends on a contractual exception within the Agreement in the form of clause 6.2.2. The accepted position in law is that a party seeking to rely on an exception, bears the burden of proving the facts which warrant the exception being brought into play. Put simply, the burden to establish the contractual exception lies on PRG.

24. PRG, having invoked clauses 5.2 and 6.6.2 to justify both the termination and the imposition of a penalty resulting in a deduction, bears the burden of proving, on a balance of probabilities, that the Claimant's misconduct in fact satisfied the objective test in clause 6.6.1.

25. Clause 6.6.1, as pleaded, defines material misconduct by reference to whether an act or omission "*results in, or is reasonably likely to result in*" the specified categories of harm. That is a test of reasonable foreseeability of harm assessed as at the time of the act, not a requirement that PRG prove it in fact suffered quantified loss.

26. It follows that while PRG need not prove actual damage to establish misconduct as such, it should still prove, on the evidence, that the act of "*misconduct*" viewed objectively and at the relevant time, was reasonably likely to produce one of the specified consequences for PRG specifically, as opposed to consequences for third parties, such as Zenith or Flash personally. In short, it is incumbent on PRG to establish causation – namely that the Claimant's act or omissions resulted in or was reasonably likely to result in adverse consequences for PRG.

27. To that end, evidence of the consequences following the alleged "*misconduct*" or act is relevant. Evidence tending to show that any disruption PRG in fact experienced had an independent cause is also relevant and admissible to that inquiry, as it allows the Court to establish whether the act/s complained of did in fact cause the consequence complained of.

28. Finally, the Claimant's minority is relevant to the construction of the clause. Article 6 of the QFC Contract Regulations 2005 treats a minor's contract as voidable rather than void. Neither party seeks to avoid the Agreement as a whole; the Claimant sues to enforce it. But it remains open to the Court, in construing a self-help clause of this kind drafted by the commercial counterparty and imposed on a minor, to apply the *contra proferentem* principle so that any real ambiguity in the scope of clause 6.6.1, or in the basis for quantifying a penalty under clause 6.6.2, is construed against PRG, as the party which drafted and now seeks to rely upon it.

Sub-issue (iii): On the evidence, has PRG established, on the balance of probabilities, that the Claimant's conduct on 25 February 2026, or thereafter, constituted "*material misconduct*" within clause 6.6.1, such as to justify termination without notice under clause 5.2?

Analysis

29. The core of PRG's case is the post of 25 February 2026. The post is narrow: it does not name PRG, does not use PRG's branding, and is expressed as a statement of the Claimant's own future collaboration preferences in respect of two named individuals. Viewed in isolation it is difficult to conclude that the post was, viewed objectively,

reasonably likely to cause reputational or operational harm to PRG, as distinct from personal friction between the Claimant, Zenith and Flash.

30. However, the matter should be considered holistically rather than in isolation. The exchange immediately preceding the post shows the Claimant telling his manager that he intended to have Zenith and Flash "*community blacklisted*", describing this in terms of retaliation ("*This is how politics work'; 'When you can't get something snatch it'; 'I was working with peace but now my patience is over"*). PRG's manager responded with a clear warning: "*In any way if this affects the business anyone who's responsible will face consequences*" and "*Think before you do anything*".

31. The Claimant's reply was: "*I don't fear any consequences if I'm right at my place*". This response was followed, within some two hours, by the post itself.

32. That sequence warrants consideration. It shows the Claimant being told, in real time, by his manager, that the course he was proposing could have consequences for PRG's business if it went ahead, and the Claimant electing to proceed regardless.

33. Having considered the sequence carefully I find it difficult to accept the Claimant's characterisation of the episode as simply "*a statement about certain persons*" in which PRG's name did not appear. The Claimant did not fully rebut the contention that given the relationship between the two individuals and PRG, there could potentially be consequences from statements directed to the former.

34. I am satisfied that the post cannot be dismissed as a simple personal disagreement between the individuals concerned and the Claimant. The Claimant was expressly warned that any such statement could potentially have adverse consequences for PRG. To that end PRG established that in respect of this single act there was a possibility that the Claimant's statement was reasonably likely, at the time it was done, to possibly produce some of the consequences identified in clause 6.6.1.

35. That, however, is not the end of the matter. PRG's Defence as pleaded is far broader in its scope. It goes well beyond the post itself, to allege an ongoing campaign causing actual, specific harm, namely disruption to the Garena publisher relationship,

community-wide reputational damage and a post-termination message describing PRG as having "*scammed*" the Claimant's salary.

36. Those allegations were not however proven, and on that basis, I am not satisfied that PRG has discharged the burden on it of showing that clauses 5.2 and 6.6.1 and 6.6.2 were properly invoked and applied. This is so for the following reasons:

    i. With respect to the Garena/PC Client issue, the contemporaneous record shows the Claimant informing PRG's Garena contact, in the presence of his own manager, that he was stepping back from handling PRG's tournaments and that the PC Client should no longer be associated with him. The Garena contact's response — "*Done 👍 Please don't involve me in such matters from now on, thanks*" shows an orderly, transparent handover, rather than sabotage. On this evidence it is difficult to conclude that the Claimant caused damage or adverse consequences to PRG in relation to the administrative steps it had to take to secure its client. It was the operation of Garena's own rule once the Claimant notified Garena that he was no longer PRG's representative.

    ii. PRG's own public statements are, if anything, inconsistent with its pleaded case on causation. PRG's own Instagram and community announcements relating to its Free Fire MAX tournament operations, which were paused and then resumed, attribute the pause to "*a lack of support and communication from the Garena team in India*" and to Garena's own complaint process, which PRG itself describes as "*unfair and unprofessional*". Those contemporaneous public statements, published by PRG for its own community, do not mention nor attribute blame to the Claimant at all.

    iii. As for the alleged prize-pool statements and the alleged post-termination "*scam*" message, the Claimant denies both, and PRG's Defence, despite asserting a documented causal link, does not exhibit the evidence said to establish it, stating only that such evidence is "*available to be produced ... upon request*".

37. I find that PRG has proved that the Claimant, on 25 February 2026, took a step which he had been specifically warned could carry adverse consequences for PRG's business and proceeded regardless; but I find that PRG has not proved, on the balance of probabilities, that this step, or anything the Claimant did after that, caused or was reasonably likely to cause, the specific reputational, operational or publisher-relationship harm to PRG that is pleaded in its Defence and relied upon to justify both termination and the maximum available financial penalty. Nor has PRG proved the separate and more serious allegations concerning the alleged prize-pool statements and the alleged post-termination disparagement, which it has not evidenced at all.

38. For this reason, I am unable to conclude that the single act established by PRG in relation to the Claimant going on to make the post on 25 February 2026, despite a warning from PRG was, of itself, sufficient to cross the threshold of clause 6.6.1 of the Agreement. This is particularly so as PRG was unable to establish any serious or adverse consequence arising from the post by the Claimant.

39. It follows that PRG was not entitled to withhold the sum of INR 8,000, and that sum remains due to the Claimant. As explained above, I have reached this conclusion despite my finding that the Claimant's conduct on 25 February 2026 was not without fault. However, PRG's failure to prove that this conduct gave rise, or potentially gave rise to harm meant that there was no reasonable basis to invoke clause 6.6.2.

Sub-issue (e): What sums, if any, remain due to the Claimant, and is PRG entitled to the administrative costs it claims?

40. As to quantum beyond the INR 8,000, PRG's Defence asserts that all other, non-disputed dues were settled by payment of INR 1,330 on 3 April 2026, while the Claimant's pleadings refer more broadly to outstanding consultancy fees. The record before me does not permit me to resolve, with certainty, whether any sum beyond the INR 8,000 remains genuinely in dispute. I therefore direct, at paragraph 2 of the Order, that an assessment be undertaken as to whether any monies beyond the INR 8,000 remain due.

41. As to PRG's claim for administrative costs at QAR 200 per hour for the time spent by its own staff preparing its Defence, I accept the Claimant's submission that PRG has

not established the number of hours said to have been incurred, the necessity of the work said to underlie them, the reasonableness of the rate claimed, or why it, as the unsuccessful party, should have a costs order in its favour. That claim is refused.

Conclusion

42. For the reasons given above, I find that the Defendant has not established a lawful basis for withholding the sum of INR 8,000 from the Claimant, whether because it has not proved, on the balance of probabilities, that the Claimant's conduct caused or was reasonably likely to cause the harm to PRG that clause 6.6.1 requires.

43. Judgment is entered for the Claimant accordingly, in the terms set out in the Order above.

By the Court,

[signed]

Justice Tan Sri Nallini Pathmanathan

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

<u>Representation</u>

The Claimant was self-represented.

The Defendant was self-represented.