



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 (C) 7

IN THE QATAR FINANCIAL CENTRE
CIVIL AND COMMERCIAL COURT
COST ASSESSMENT

Date: 20 September 2026

CASE NO: CTFIC0014/2026

M

Claimant

V

D

Defendant

JUDGMENT

Before:

Dr Umar Azmeh, Registrar



Order

1. The Claimant is to pay the Defendant **QAR 3,000** within 7 days of the date of this judgment.

Judgment

Background

1. The Claimant brought proceedings against the Defendant for breach of contract. The Defendant subsequently made a successful jurisdiction challenge on the grounds that the dispute resolution clause in the contract directed the parties to arbitration rather than litigation before this Court. On 19 July 2026, the Defendant's jurisdiction challenge was upheld by Justice Fritz Brand sitting alone in the First Instance Circuit (*M v D* [2026] QIC (F) 46).
2. In the usual way under article 34 of the Rules and Procedures of the Court (the '**Rules**'), the Defendant was awarded its reasonable costs.

Submissions

3. The Defendant has filed and served a brief costs submission claiming 22 hours in total at a rate of QAR 500/hour for a total of QAR 11,000. It acted as a litigant-in-person and noted that the work it had undertaken included the following:
 - i. Review of the claim documentation.
 - ii. Analysis of the relevant agreement.
 - iii. Research into jurisdiction and previous caselaw.
 - iv. Preparation of application to challenge jurisdiction.
 - v. Review of Claimant's response.
 - vi. Finalising documentation and filing.



4. The Defendant also provided a useful schedule of costs noting its work in a table with the hours spend in an adjacent column.
5. The Claimant filed a brief response making the following points:
 - i. The Defendant can claim a maximum of QAR 200/hour pursuant to Practice Direction No. 2 of 2026 (Litigants-in-Person – Hourly Rates).
 - ii. The time spent on the ledger is excessive, including duplicated research, excessive drafting and review, and disallowable administrative work.
 - iii. Costs should be limited to 5 hours at the QAR 200/hour rate.
6. The Defendant filed a brief reply arguing that it was not a litigant-in-person, that an in-house legal team conducted the case, that this in-house legal team should be compensated at QAR 500/hour, and in the alternative that I should award QAR 500/hour as this reflects the market value of the time of the qualified professionals working within it; that not to do so would discourage use of in-house teams; the case was complex; and QAR 500/hour is a reasonable and justified rate compared to the QFC market.

Approach to costs assessment

7. Article 34 of the Rules reads as follows:

34.1. The Court shall make such order as it thinks fit in relation to the parties' costs of proceedings.

34.2. The unsuccessful party pays the costs of the successful party. However, the Court can make a different order if it considers that the circumstances are appropriate.

34.3. In particular, in making any order as to costs, the Court may take account of any reasonable settlement offers made by either party.

34.4. Where the Court has incurred the costs of an expert or assessor, or other costs in relation to the proceedings, it may make such order in relation to the payment of those costs as it thinks fit.



34.5. 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. In *Hammad Shawabkeh v Daman Health Insurance Qatar LLC* [2017] QIC (C) 1, the Registrar noted that the “...list of factors which will ordinarily fall to be considered” to assess whether costs are reasonably incurred and reasonable in amount will be (at paragraph 11 of that judgment):

- i. Proportionality.
- ii. The conduct of the parties (both before and during the proceedings).
- iii. Efforts made to try and resolve the dispute without recourse to litigation.
- iv. Whether any reasonable settlement offers were made and rejected.
- v. The extent to which the party seeking to recover costs has been successful.

9. *Hammad Shawabkeh v Daman Health Insurance Qatar LLC* noted as follows in relation to proportionality, again as non-exhaustive factors to consider (at paragraph 12 of that judgment):

- i. In monetary ... claims, the amount or value involved.
- ii. The importance of the matter(s) raised to the parties.
- iii. The complexity of the matters(s).
- iv. The difficulty or novelty of any particular point(s) raised.
- v. The time spent on the case.



- vi. The manner in which the work was undertaken.
 - vii. The appropriate use of resources by the parties including, where appropriate, the use of available information and communications technology.
10. One of the core principles (elucidated at paragraph 10 of *Hammad Shawabkeh v Daman Health Insurance Qatar LLC*) is that “*in order to be reasonable costs must be both reasonably incurred and reasonable in amount.*”
11. The relevant principles from the caselaw are now codified into Practice Direction No. 2 of 2024 (Costs) (the ‘**Practice Direction**’). Practice Direction No. 3 of 2026 (Litigants-in-Person – Hourly Rates) also sets the indicative hourly rate for a litigant-in-person at QAR 200.

Analysis

12. First, the Defendant is a litigant-in-person. A litigant-in-person is any litigant not represented by external lawyers. Second, I have no evidence before me that any qualified lawyers working for the Defendant, let alone an “*in-house*” legal team or department conducted the case. I therefore decline to award costs at higher rates based on the fact that an “*in-house*” team was conducting the case (the team must comprise the essence of an in-house legal team: lawyers). Third, none of the reasons provided to me by the Defendant – see paragraph 6, above – satisfy me that it would be “*clearly inappropriate*” to award QAR 200/hour which is the test that I must apply under paragraph 4 of Practice Direction No. 3 of 2026.
13. Research is an item that it not typically allowed during the costs assessment process (see for example *International Law Chambers LLC v Anvin Infosystems WLL* [2025] QIC (C) 1 at paragraph 16). This is not one of those circumstances in which a point of difficulty or novelty required research. I therefore disallow 7 hours claimed for research.



14. I am of the view that the 15 remaining hours are reasonable for the Defendant to have expended in conducting a case of this nature. The Claimant, in my view, has been unrealistic in estimating that this case could have been conducted from start to finish in a paltry 5 hours. In my view, 15 hours for, inter alia, reviewing the claim documentation, looking into the background of the case, reviewing the agreement, drafting the documentation, reviewing and compiling the submission, analysing the Claimant's own response, and filing and liaising with the Court, cannot be said to be excessive in any way. There is also no rule in this Court that "*clerical*" (otherwise referred to as "*administrative*") work which can include filing and liaising with the Court is not recoverable.
15. Therefore, my preliminary view is that the Claimant's reasonable costs are QAR 3,000 comprising 15 hours at QAR 200/hour.
16. I have received no relevant evidence relating to the conduct of the parties before or during the proceedings, or in relation to efforts to try to resolve the dispute without recourse to litigation, or in relation to offers to settle. That said, the Defendant has been entirely successful and had its position i.e. that this Court was not the correct forum, vindicated.
17. The total value of the claim was QAR 27,000 plus certain other fees that the Claimant sought from the Defendant. In the context of this, the reasonable costs of QAR 3,000 are clearly proportionate in monetary terms.
18. The matter was not particularly complex or novel, and this is reflected in the comparatively low costs award I propose to make. The time spent on the case, following my reductions, seem to me proportionate in the context of a jurisdiction challenge in a breach of contract claim in the QFC Court.
19. I direct that the Claimant must pay to the Defendant the sum of **QAR 3,000** within 7 days of the date of this judgment comprising the latter's reasonable costs.



By the Court,



[signed]

Dr Umar Azmeh, Registrar

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

Representation

The Claimant was self-represented.

The Defendant was self-represented.

