



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] QIC (F) 64

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

Date: 30 September 2026

CASE NO: CTFIC0059/2026

P

Applicant

v

I

Respondent

JUDGMENT

Before:

Justice Dr Georges Affaki



This judgment was issued to the parties on 30 September 2026. This copy has been anonymised by the Court for publication.

Order

1. The Application is dismissed.
2. No order is made as to costs

Judgment

Introduction

1. This judgment concerns an application made without notice by the Applicant, the contractor under a subcontract, for interim and precautionary measures against the Respondent, the subcontractor.
2. P is a Qatar-incorporated company (the ‘**Applicant**’), P.O. [***], [***], Commercial Registration Licence No. [***]. I (the ‘**Respondent**’) is a Qatar-incorporated limited liability company, P.O. [***], Doha, Qatar, Commercial Registration Licence No. [***].
3. On 22 August 2026, the Applicant submitted to this Court an application titled “*Urgent Application for Interim and Precautionary Measures*”.
4. On 24 August 2026, the Applicant amended its application. At the hearing, the Applicant confirmed that the amended application superseded and replaced the initial application. This judgment refers only to the amended application (the ‘**Application**’). The Application is supported by 10 exhibits, C-1 to C-10. The Applicant cited previous judgments of this Court as authorities. No witness or expert evidence was adduced.
5. In the Application, the Applicant seeks an order, pending further order of this Court or of the arbitral tribunal, restraining dealings with the Respondent’s assets and requiring disclosure of assets and related-party transactions. Specifically, the Applicant seeks the following eight measures of interim relief:



- i. restraining the Respondent from selling, transferring, assigning, encumbering, withdrawing, distributing, concealing, removing from Qatar, or otherwise diminishing the value of its assets, up to an aggregate value of QAR 6,036,410.61;
- ii. directing banks and financial institutions within Qatar at which the Respondent holds accounts to preserve funds standing to the Respondent's credit up to that amount;
- iii. restraining the Respondent from making any dividend, capital distribution, liquidation distribution, shareholder repayment or non-ordinary-course related-party payment;
- iv. restraining the Respondent, its managers, authorised signatories, shareholders, agents and any liquidator from implementing any deregistration or liquidation distribution that would reduce the assets available to satisfy a future award;
- v. requiring the Respondent to disclose its bank accounts, material receivables, movable and immovable assets, related-party balances and transfers, current commercial-registration status, any liquidation or deregistration application and the identity of any liquidator;
- vi. requiring preservation of the Respondent's accounting records, bank records, project records, electronic correspondence and records relating to transfers to shareholders or affiliates;
- vii. permitting service of the order upon relevant banks, the Ministry of Commerce and Industry, any liquidator and the Respondent's shareholders insofar as necessary to preserve assets belonging beneficially or legally to the Respondent;
- viii. granting such further or alternative relief as the Court considers necessary to protect the efficacy of the arbitration;
- ix. the above measures to be capped at QAR 6,036,410.61, exclude reasonable ordinary-course expenditure genuinely incurred in maintaining the Respondent's



lawful business, and remain in force only until further order or until the tribunal is able to reconsider the relief.

6. On 27 August 2026, a hearing took place remotely. Having regard to the confidentiality of the International Chamber of Commerce ('ICC') arbitration now in motion, and the Applicant's contention that notice might defeat the purpose of the Application, the hearing was held in private and without notice to the Respondent. Given the urgency, the Court dispensed with skeleton arguments.

The factual background

7. The factual background emerging from the Application and its exhibits may be summarised as follows:
 - i. The Applicant and the Respondent are respectively the contractor and the subcontractor in a subcontract agreement dated 20 February 2025 (the '**Subcontract**'). The Subcontract provides for interior design and construction works to be performed by the Respondent in relation to the [***] Project at [***]. The agreed Subcontract Price is QAR 18,950,000.
 - ii. Clause 16.1 of the Subcontract provides that the laws of the State of Qatar shall apply. Clause 16.2 provides for the resolution of disputes under the ICC Rules with the seat being Doha, Qatar. Clause 16.2 further provides as follows:

d) The Competent Court of the Arbitration shall be the 1st instance Circuit of the Civil and Commercial Court of the Qatar Financial Center and, in the case of enforcement, the Competent Judge shall be the Enforcement Judge of the 1st Instance Circuit of the Civil and Commercial Court of Qatar Financial Center.
 - iii. Alleging breaches by the Respondent in the performance of its obligations under the Subcontract, the Applicant commenced arbitral proceedings before the ICC by submitting a Request for Arbitration on 21 July 2026. The Request has not been adduced in these proceedings. The ICC's acknowledgement of receipt dated 23 July 2026 establishes that an arbitration bearing reference [***] did so commence. An



ICC financial table dated 29 July 2026 records the amount in dispute as QAR 6,036,411, described as principal claims. The Applicant indicated at the hearing that the Respondent has not responded yet.

- iv. By letter dated 2 February 2026, the Respondent notified the Applicant that legal proceedings concerning an unrelated project had resulted in a temporary freeze on certain company activities and might affect its operations and the progress of the Subcontract works if not resolved in a timely manner. The letter stated that the timing of a resolution was uncertain, proposed a structured review of the project's financial position, expressed a commitment to cooperate, and expressly disclaimed any admission of liability, suspension notice or request for contractual relief.
- v. By letter dated 16 February 2026, the Respondent informed the Applicant that it was unable to continue with the project at that stage because of what it described, without further particulars, as unavoidable circumstances beyond its control.

Analysis

- 8. I shall address, first, this Court's jurisdiction and the applicable legal framework and, second, whether the evidence meets the conditions for the interim relief sought.

Jurisdiction

- 9. Clause 16.2(d) of the Subcontract designates the First Instance Circuit of this Court as the 'Competent Court' of the arbitration and, for enforcement, the Enforcement Judge of that Circuit.
- 10. Article 1 of Law No. 2 of 2017 Issuing the Law of Arbitration in Civil and Commercial Matters (the '**Qatar Arbitration Law**') defines the 'Competent Court' as either the Civil and Commercial Arbitral Disputes Circuit in the Court of Appeals or, pursuant to the parties' agreement, the First Instance Circuit of this Court.
- 11. Article 9 of the Qatar Arbitration Law empowers the 'Competent Judge', on a party's application, to order interim or precautionary measures before or during the arbitration



where, amongst other situations, the arbitral tribunal is incapable of acting effectively at the time.

12. The arbitration is seated in Doha, the parties expressly selected this Court, the ICC acknowledgement establishes that the arbitration has commenced, and the Court was informed that the arbitral tribunal had not yet been constituted. I am therefore satisfied that this Court has jurisdiction and that the statutory condition concerning the arbitral tribunal's present inability to act effectively is met.
13. That conclusion is reinforced by articles 6(2), 12 and 22I of the QFC Arbitration Regulations 2005 (the '**Arbitration Regulations**'). Article 6(2) expressly extends those provisions to arbitrations whose seat is outside the QFC. Articles 12 and 22I provide that this Court has the same power to grant interim measures in relation to arbitration proceedings as it has in proceedings before the Court, to be exercised under its own procedures with due account taken of the specific features of arbitration.
14. Article 2 of the Arbitration Regulations, which concerns their application within the QFC and provides for the non-application in the QFC of the rules and regulations of the State concerning arbitration, does not displace the jurisdiction conferred upon this Court by the Qatar Arbitration Law in this Doha-seated arbitration. It is unnecessary to choose between the two legislations: article 9 of the Qatar Arbitration Law supplies the direct jurisdictional basis, whilst the Arbitration Regulations confirm the Court's supportive power and inform its exercise.
15. I accept jurisdiction on that basis.

The applicable legal framework

16. Article 9 of the Qatar Arbitration Law empowers the curial court to order measures identified in article 17(1) thereof. These include maintaining or restoring the *status quo*, preventing current or imminent harm or prejudice to the arbitration, preserving assets by means of which a later award may be executed, and preserving material evidence. This power is not a means of improving retrospectively the security for which a party contracted or of exerting pressure in the underlying dispute.



17. Article 12(2) of the Arbitration Regulations provides as follows:

The QFC Court shall have the same power of issuing interim measures and protection for the purposes of and in relation to Arbitration proceedings as it has for the purposes of and in relation to other proceedings in the QFC Court and shall exercise that power in accordance with its own rules and procedures insofar as these are relevant to the specific features of an Arbitration.

18. This Court had in the past the opportunity to articulate the conditions applicable to asset-preservation measures, and the Applicant rightly refers in that respect to the Court's decision in *Thales QFZ LLC v AlJaber Engineering Company W.L.L.* [2024] QIC (F) 53. They include for the applicant to establish a *prima facie* claim, even if open to some doubt; likely irreparable harm if relief is refused; and a balance of convenience favouring the applicant (at paragraph 8). Those requirements are cumulative and this was accepted by the Applicant at the hearing.
19. Where, as in the present instance, the principal relief is in substance a freezing order albeit with a third-party disclosure attached to it, evidence of financial difficulty or a possibility that a judgment or award may go unsatisfied is not enough. There must be cogent evidence of a real risk that assets will be dealt with otherwise than in the ordinary course of business so as to frustrate enforcement. The Court must also consider whether the maximum sum and every category of restraint or disclosure sought are properly – albeit *prima facie* – evidenced and proportionate.
20. The fact that the Application was made without notice warrants additional caution. The applicant must place before the Court all material matters, including points adverse to its case, and the evidence must justify both the substantive relief and the exceptional departure from notice. Any initial order would ordinarily require a prompt return date, liberty to apply and suitable protection against loss caused if the order proves unwarranted.
21. Against that framework, and as determined in *Thales*, the Applicant must establish a *prima facie* claim to the ultimate relief it seeks on the merits, a real risk of harm which damages cannot adequately repair, and that the particular measures sought are necessary and



proportionate.

22. The Applicant relies cumulatively on the Respondent's two February 2026 letters, the 'Active Blocked' notation in a commercial-registry extract, the disproportion between the Respondent's registered capital and the value of the Subcontract, an inactive post-office box, a dishonoured cheque, a supplier's claim for unpaid money, and the alleged liquidation in Italy of the Respondent's 10% minority shareholder. It submits that these matters show financial distress, threatened cessation and a real risk that assets will be dissipated before the arbitral tribunal can act.
23. The Applicant does not identify any asset which the Respondent has effectively transferred or proposes to transfer. Nor does it adduce evidence of a liquidation or deregistration application, bank record, account, communication with a shareholder or affiliate, evidence from a director or employee, or any other document showing an actual or intended disposition of assets outside the ordinary course.

Prima facie entitlement

24. The Subcontract and the letter of 16 February 2026 provide a sufficient basis for concluding *prima facie*, without prejudging any defence, that there is a reasonable possibility that the Applicant will establish some entitlement arising from the Respondent's inability to continue the works. The letter does not identify the circumstances relied upon or invoke clause 7 of the Subcontract in terms. Whether those circumstances constitute force majeure, whether the contractual notice and the agreed termination mechanism were observed, and the financial consequences are matters for the arbitral tribunal, not for this Court.
25. The evidence does not, however, establish, even provisionally, the claimed maximum of QAR 6,036,410.61. The Request for Arbitration, any termination or rectification notice, the underlying invoices, payment records, completion contracts, expert assessment and calculations are absent. The ICC financial table proves that the Applicant indicated that amount in its request; it does not prove the constituent claims or their approximate value. This omission is material because the Applicant asks the Court to freeze assets and bank



funds up to that sum.

Risk of irreparable harm and dissipation

26. The decisive failure is the absence of cogent evidence of a real risk of dissipation or other conduct capable of frustrating the arbitration.
27. First, in its letter of 2 February 2026, the Respondent does not admit “*severe financial difficulties*”, as the Application repeatedly asserts. It reports a temporary freeze on certain activities arising from litigation on an unrelated project, warns of a possible operational effect if the matter is not resolved, and proposes a review and cooperation. It is evidence of difficulty and uncertainty, but not of insolvency, liquidation or an intention to remove assets. The same consideration applies to the letter of 16 February 2026.
28. Second, the commercial-registry extract dated 2 August 2026 records the Respondent’s status as ‘Active Blocked’ but does not explain the meaning, the cause of the block or its consequences on the ordinary conduct of business. Without explanatory evidence from the Ministry of Commerce and Industry or another competent source, the notation cannot bear the weight the Applicant seeks to place upon it.
29. Third, registered capital of QAR 200,000 does not measure the Respondent’s assets, liquidity or solvency. Importantly, its amount was ascertainable when the Applicant entered into the QAR 18,950,000 Subcontract and says nothing about a subsequent intention to dissipate assets.
30. Fourth, Exhibit C-8 establishes that a postal item was returned because the Respondent’s post-office box was inactive. It does not establish, as the Application asserts, that the Respondent’s premises had closed or that the Respondent was evading service.
31. Fifth, Exhibit C-9 appears to concern a cheque for QAR 3,790,000 drawn in favour of the Applicant and returned in March 2026. In reply to a question from the Court at the hearing, Counsel indicated that the cheque had been issued in lieu of a retention guarantee which the Respondent was required, but had failed, to procure from a bank. The difficulty is that there is no evidence linking the cheque to the contractual payment milestones set out in



clause 4.3 of the Subcontract. Nor does the record contain any evidence as to the present status of the bank account on which the cheque was drawn. A dishonoured cheque may evidence non-payment or financial distress. Without more, it does not evidence a disposition or threatened disposition of assets.

32. Sixth, Exhibit C-10 is a translated summons issued by Qatari company E in separate proceedings concerning a seemingly unrelated project. It alleges that QAR 730,000 is due and seeks relief against both the Respondent and the Applicant. It is neither a judgment nor evidence that the allegations are true. At most, it shows the existence of another disputed claim.
33. Seventh, even if it were considered that the judicial liquidation of D, the Respondent's 10% Italian shareholder, is established, the shareholder and the Respondent are distinct legal persons. There is no evidence of an intercompany balance, asset transfer, demand by an officeholder or dependency which could connect the shareholder's position to a threatened dissipation by the Respondent. The Applicant concedes this point, and it would be difficult to see how it could be otherwise.
34. Taken together, the exhibits support concern that the Respondent may be experiencing financial distress and may have ceased performance of the Subcontract. They do not prove that it is being liquidated, has begun to distribute assets, has transferred or intends to transfer assets to a shareholder or affiliate, or that advance notice would trigger such conduct.

Balance of convenience and proportionality

35. The breadth of the relief confirms the difficulties that the Applicant encounters in attempting to meet this evidential requirement. The Applicant asks for restraints affecting all assets up to the amount claimed in the ICC arbitration, unspecified banks and financial institutions, managers, authorised signatories, shareholders, agents and any liquidator; extensive asset and transaction disclosure; record-preservation obligations; and permission to serve banks, public authorities, a liquidator and shareholders. Some of those persons are



not parties, no affected bank or asset is identified, and the basis upon which orders would bind each third party is not analysed.

36. Although the proposed cap and ordinary-course exception are relevant safeguards, they do not cure the absence of proof of the maximum sum or the risk to be restrained. Nor has the Applicant offered a cross-undertaking in damages or addressed security, despite the potential disruption and loss which a wrongly granted order could cause. The measures sought are therefore neither shown to be necessary nor proportionate.
37. The preservation of records stands differently in principle from an asset freeze, but it too is unsupported. There is no evidence that any identified record is at risk of destruction, concealment or loss. Article 17(1)(d) does not justify a general preservation order on speculation alone.

The cumulative result

38. I accept that the arbitral tribunal, yet to be appointed by the ICC, is not presently able to act effectively and that the Applicant has shown a reasonable possibility of establishing some contractual entitlement. It has not shown the approximate value of that entitlement, a real risk of dissipation or loss of evidence, likely irreparable harm, or that the extensive orders sought are necessary and proportionate. The cumulative test set out in *Thales* is therefore not met.
39. The authorities relied upon do not alter that conclusion. *Thales* involved an imminent demand against a specific guarantee. *J v K* [2025] QIC (F) 65, another relevant judgment of this Court to which the Applicant extensively cites, involved evidence of identified transfers and a sustained international pattern of asset shielding. Neither permits the Court to infer dissipation solely from financial difficulties, non-payment or cessation of contractual performance.
40. The Application without notice required especially clear evidence and careful safeguards. The Court cannot impose invasive restraints upon the Respondent and an undefined universe of third parties on the basis of unverified assertions and documents which establish no threatened disposal of assets.



Conclusion

41. For those reasons, the Application is dismissed for want of sufficient evidence to satisfy the conditions for the interim and precautionary measures sought. That dismissal does not determine any substantive issue reserved to the arbitral tribunal and does not preclude a properly evidenced application based upon a material change of circumstances.
42. There will be no order as to costs, the Respondent not having been served or heard.

By the Court,



[signed]

Justice Dr Georges Affaki

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

Representation

The Applicant was represented by Ms Oksana Rozhdestvenskaia and Ms Almas Lokhandwala of Maniar Law PLLC (Austin, Texas, USA).

The Respondent was not served, did not appear and was not represented.

