



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

Neutral Citation: [2026] QIC (F) 68

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

Date: 8 October 2026

CASE NO: CTFIC0042/2025

MOHAMED MUBARAK AL-HITMI

Claimant

v

CHARLES CROSS – LONDON LLC

1st Defendant

AND

AYMAN ABDELGHAFAR

2nd Defendant

JUDGMENT



Before:

Justice Dr Muna Al-Marqouzi

Justice Dr Talal Al-Emadi

Justice James Allsop AC

Order

1. The Defendants are jointly and severally liable to the Claimant in the sum of QAR 11,800,000.
2. The sum in paragraph 1(1), above, must be paid within 28 days of the date of this judgment.
3. It is declared that should the Claimant or his property upon which the villa has been constructed be liable or charged for any fine relating to the construction of a mezzanine level, the First and Second Defendants are jointly and severally liable to indemnify the Claimant for any such fine or charge.
4. The Defendants are jointly and severally liable to pay the Claimant's reasonable costs of these proceedings, to be determined by the Registrar if not agreed.

Judgment

Introduction

1. This proceeding arises out of a dispute concerning the design and (incomplete and defective) construction of a villa for the Claimant, Mr Al-Hitmi, by the First Defendant, Charles Cross-London LLC. The contractual arrangements are to be found principally in several contracts that were referred to in the Court's judgment of December 2025 ([2025] QIC (F) 70) as the First to Fifth Contracts dated 28 January 2019, 20 January 2020, 24 November 2020, 14 October 2021 and 14 September 2022 (the '**Five Contracts**' or '**Contracts**'). Shortly before the hearing a sixth contract was identified to which reference will be made later.
2. We say "*principally*" because it is common ground that there were several variations to the work requested by the Claimant, either by himself, or by his wife, Mrs Al-Mannai.



3. Before turning to the terms of those contracts and the issues in the case it is necessary to provide some background to the project.

Background

4. Mr Al-Hitmi and his wife wished to construct a villa as their family home on the site in question. Mr Al-Hitmi gave evidence that he came upon the First Defendant's page on Instagram which stated in terms, partly in English and partly in Arabic, that it was located in London, Doha, Riyadh and Baku.
5. Charles Cross-London is a well-known interior design house in London catering for sophisticated and wealthy clients. The First Defendant had no connection whatsoever with this London firm. It had been established not long before in Qatar.
6. The Second Defendant was at all times in control of the First Defendant, owner of substantially all of its shareholding and in effect its managing director. The First Defendant was registered in the Qatar Financial Centre ('QFC') as able to undertake professional services related to architectural design activities and interior and architectural engineering design, and to provide consultancy regarding establishment and completion. It was not permitted to practise construction and building activities/recruitment of labour. Neither the First nor Second Defendant was licensed to undertake any building, engineering or construction work or to manage or supervise the same.
7. Two things can be said about the apparent impersonation of Charles Cross-London by the First Defendant. First, there was an absence of clear evidence by Mr Al-Hitmi of any direct oral representation of the fact of the purported relationship by the Second Defendant. That said, the Claimant in his statement said the following:

I contracted with the Second Defendant, ... in his capacity as General Manager and actual controlling party holding over 95%, alongside a fictitious paper partner named "Andy" who possesses no legal standing in actual existence, in Charles-Cross London. He used his British partner, the corporate name and its logo as a mere formal façade to claim that the Company was British, despite it being a Qatari Company registered with the Qatar Financial Centre (QFC). Throughout the years of project execution, he continuously marketed his Company to me, misleading me into believing that it was British and that the integrated engineering works and designs originated from the United



Kingdom, actively disseminating these falsehoods on social media platforms, including, but not limited to, Instagram.

8. Second, there was no coherent attempt by the Second Defendant to prove any association with the London firm. Rather, the evidence revealed a deliberate attempt to describe the newly formed Qatar company (in 2018) as a branch of the established firm, which it was not. We are satisfied that on the evidence the Second Defendant deliberately sought to, and did, pass off the First Defendant as associated with or part of a well-known London design firm when it was in fact not related in any way. The only conceivable basis for such conduct was to deceive persons such as the Claimant into believing that there was such a connection.
9. We are satisfied that the Claimant acted and relied on the misrepresentation of the Defendants as associated with Charles Cross of London.

The Contracts

10. The first contract was executed in January 2019 (the '**First Contract**'). Construction commenced in early 2020. The work progressed slowly. From the evidence it is clear that there were a number of variations to the works. The evidence does not reveal that the scale or number of the variations accounted for the time taken and the delay in completion of the villa: early 2020 to its state in mid-2025.
11. By 2025 it can be said with some confidence that the patience of Mr Al-Hitmi and his wife, Ms Al-Mannai, had worn thin. After the Five Contracts executed from January 2019 to September 2022 and promises from before 2022 that began with a promise of completion by the time of the World Cup in 2022, then 2023 and then 2024, the villa was far from completed.
12. Ms Al-Mannai had kept a close eye on the work, visiting the site regularly, sometimes every other day during the week. She gave evidence that on occasions she observed no workmen on the site. She signed off on all expenditure. She had also, with her husband, Mr Al-Hitmi, requested variations and changes to the work and materials. It was clear from her evidence that she was familiar with the progress, or more accurately, lack of progress in the work and was frustrated by that lack of progress.



13. Mrs Al-Mannai gave evidence, which we accept, that she could never meet the Second Defendant, notwithstanding many requests. She only ever spoke with the person on the site representing the First Defendant. She found the consultant, Archiscope, non-responsive. Despite asking, she was never given any coherent program in writing indicating a completion date.
14. Finally, in about early May 2025, Mrs Al-Mannai was told, directly or indirectly by the Second Defendant that the villa would be completed by 30 July 2025. She knew from her familiarity with the work that this was impossible. By this time, she and her husband had paid very large sums of money totalling in the order of QAR 18m, for an incomplete villa, having received promise after promise as to the date for its completion. They were now being told another date for completion which Mrs Al-Mannai knew to be entirely unrealistic. At the same time there were continual demands for payment.
15. Mrs Al-Mannai approached Archiscope seeking a report on the status of the project. The consultant refused, or was not able, to comply with that request, but suggested to her that she approach a well-known and respected construction and engineering professional, Ms Badria Kafood, to undertake this assessment.
16. This was the origin of the retainer by the Claimant, Mr Al-Hitmi, of Ms Kafood in May 2025.
17. We will deal with the detail of Ms Kafood's work in due course. Suffice it to say for the present that she began work in late May 2025 and after examining the site and the work and reviewing all documents that she was able to extract from the Defendants she completed a detailed report on the state of the project.
18. By June 2025, mid-way through Ms Kafood's work and no doubt informed by information gained from Ms Kafood during her work, the Claimant decided to remove the First Defendant from the site and locked the First and Second Defendants out. The police were called. The Defendants claimed that some of their property remained on the site. Later action was brought in the Qatar Investment and Trade Court (to which we will come).
19. This exclusion of the First Defendant from the site was said by the First Defendant to be a repudiatory breach of contract forming the foundation of a counterclaim.



20. We will deal with this later, but it suffices to say at this point that the conclusions in the Kafood reports (from July 2025 prepared by her, and later January 2026 prepared by Mr Muhand from Ms Kafood's office), in particular as to the defects in the work performed, amply entitled the Claimant to terminate the various contracts and retake possession of the site. For this simple reason, save for dealing with the question of property to which the Defendants claim a right to possession or ownership, the Counterclaim should be dismissed. It is necessary at this point to deal with the proceedings in the Investment and Trade Court, and the appeal to its appellate bench.
21. In September 2025, the Claimant initiated an urgent action seeking the appointment of an engineering expert to record the status of the villa. The First Defendant took part in those proceedings and asserted what it said was its own overdue financial entitlement. The court of first instance refused jurisdiction.
22. On 25 September 2025 the Court of Appeal (First Circuit, Investment Panel) set aside this judgment and appointed an engineering expert. This expert, Mr Al-Nasr, delivered a report dated 21 October 2025 utilising, in significant respect, Ms Kafood's report and underlying work. The underlying urgent action was declared concluded.
23. Later in November 2025, the First Defendant commenced further proceedings in the Investment and Trade Court seeking judicial receivership of the site. The First Defendant (as Claimant before the Investment and Trade Court) claimed that it feared that the Claimant in these proceedings would alter or erase the work done. The action was dismissed as lacking summary urgency and imminent danger. An appeal was dismissed.
24. Meanwhile, lawyers purporting to act on behalf of the Claimant commenced proceedings against the First and Second Defendants: the proceedings continued by a Defence and a Reply.
25. At first the Defendants sought the matter to be stayed to allow arbitration. After this Court delivered judgment on 26 December 2025, the Defendants waived all arbitration clauses and submitted to the jurisdiction of this Court. In March 2026, the present lawyers for the Claimant sought to file an originating claim on the Claimant's behalf, and this led to the judgment of the Court on 25 May 2026 ([2026] QIC (F) 18). By this



circuitous route the matter comes to this Court. The parties completed their pleadings and filed their evidence. A trial was held on 30 August 2026.

The pleadings and the issues in the proceedings

26. The claim of Mr Al-Hitmi was formulated partly in contract and partly by reference to alleged fraudulent misrepresentation.
27. The Claimant relies upon the expert reports of Ms Kafood (July 2025 and January 2026) and Mr Al-Nasr (October 2025) to prove the failure of the First Defendant to perform its obligations so as to found its entitlement to rescind and claim compensation.
28. The Claimant relies upon article 113 of the Commercial Companies Law (Law No. 11 of 2015), applied to managers of limited liability companies by article 244, and upon the Second Defendant's personal responsibility for the deceit alleged, to assert the liability of the Second Defendant as jointly liable for compensation for damages *"arising out of acts of [relevantly] fraud."*
29. The Claimant relies on the registration of the First Defendant as revealing that it was not authorised to execute concrete and structural work, nor electromechanical works, nor external or internal finishing works. Its permit was limited to design activity for decoration and furniture. The Claimant says that the fraud of the Second Defendant is to be found in his causing the First Defendant to enter into the Five Contracts, knowing, as he must have known, of the limitations on the permit of the First Defendant.
30. In addition to this claim against both the First Defendant (as contract breaker) and the Second Defendant (as a fraudulently acting Managing Director) based on rescission of the Contracts, the Claimant proceeds against the Second Defendant on the basis of the fraudulent misrepresentation of the First Defendant as a branch of the British company, Charles Cross-London. This fraudulent misrepresentation case was also based on representations contained in the Contracts by reference to the identification of the First Defendant as having a London address and also through the marketing of the First Defendant as a British company set out in the above statement of Mr Al-Hitmi.
31. We accept the evidence of the Claimant that he was induced into contracting with the First Defendant by the representations of the Second Defendant of his company as a



branch of Charles Cross entity in London when, in reality, it had no connection whatsoever to it and was a newly established Qatari company. We accept these facts and this falsity must have been known to and intended by the Second Defendant. On this foundation the Claimant claims that the Second Defendant is liable for the damages suffered by the Claimant from the entering into, and defective and inadequate performance of, the Contracts.

32. The primary defence of the Defendants is that the Contracts did not provide for contractual responsibility of the First Defendant for the execution of the works. Rather, the First Defendant's responsibility was said to be limited to supervision of the works that were performed by various third-party contractors.
33. The Defendants deny defective performance and assert generally, without any real specificity, that the length of time taken to perform such work as was done (said by them to be up to 90% of the work) was attributable to the variations directed by the Claimant and his wife.
34. The Defendants tendered no expert evidence as to the work or its quality or timing of performance. Supporting evidence was led from the Second Defendant in a written statement and by video link.

The contractual relationship between the parties

35. Before turning to the relevant Five Contracts, it is first necessary to state that it can be accepted that the First Defendant did not physically undertake, through its own employees, the various construction works constituting the project. That, however, does not begin to answer the question whether the First Defendant, through its Managing Director, the Second Defendant, contracted to execute and undertake the work.
36. The work was physically undertaken by several contractors. All had contracts with the First Defendant. None had any contract with the Claimant, either directly or through the First Defendant as agent for the Claimant. Such a position is telling in itself as contrary to the Defendants' primary contention. It is said that all the work of construction of a multimillion Riyal villa was undertaken by contractors whose relationship was with the First Defendant, who, it was said, had no contractual responsibility for the works to the Claimant. The First Defendant, however, on the



Defendants' case had no contractual responsibility to the Claimant for the work, or its execution, other than for duties of supervision.

37. The terms of the Contracts are determinative. They make clear that the First Defendant was contractually responsible for the management and execution of the works, was contractually entitled to subcontract the undertaking of the works, and was obliged also to supervise the work being undertaken by subcontractors. Under article 701 of the Qatari Civil Code (Law No. 22 of 2004; the '**Civil Code**') a contractor who delegates work to a subcontractor remains liable to the employer for the work performed by the subcontractor. In construing the Contracts, we have had regard to article 169 of the Civil Code, which directs attention to the common intention of the parties and the nature of the transaction. On that approach, and having regard to the clear language used, the Contracts are to be read as a series of undertakings by the First Defendant to the Claimant to execute the work, not as mere agreements to supervise it.

The Five Contracts and the First Defendant's obligations

The First Contract: 28 January 2019

38. The Preamble or Recitals to the First Contract set out what the Claimant wanted:

- i. The architectural and engineering design of a residential villa, including perspective and detailed engineering drawings, with a total built-up area not exceeding 1,300 square metres. The scope also includes submission to the relevant municipal authorities of all drawings and specifications required to obtain the necessary building permit.
- ii. The interior design and decoration of the villa, including perspective and engineering drawings, with a total built-up area for the villa not exceeding 1,300 square metres.
- iii. The construction and building of the aforementioned villa, limited to concrete and structural works only, which shall include: ground floor + mezzanine + first floor + penthouse floor + external annex + surrounding fence, all in accordance with the architectural design specified and mentioned above.

39. Immediately there followed a clear statement of the First Defendant's responsibilities:



Whereas the second party [the First Defendant] possesses the technical expertise necessary to carry out and construct the aforementioned designs.

Accordingly, both parties have agreed that the second party shall undertake the preparation of the preliminary and execution design drawings, specifications, and perspective illustrative drawings for the works mentioned above, as well as the construction and building of the villa, limited to concrete and structural works only.

40. Though a preamble or recital, it was then clearly stated that “*the above Preamble shall form an integral part of this agreement*”. The First Contract commenced with the obligations concerning design: articles 1 and 2, including the interior design of the villa in three design phases. However, the contract extended to construction in the following clear terms:

*Third: construction and building of the residential villa
Construction of a residential villa consisting of: ground floor + mezzanine + first floor + penthouse floor + external annex + surrounding boundary walls, with a total built-up area not exceeding 1,300 square metres.*

First: scope of work included in the Contract:

- *Construction of the villa: ground floor + mezzanine + first floor + penthouse floor*
- *Construction of external annex*
- *Construction of the external boundary walls.*

Second: General construction provisions:

- *The Contract includes the execution and construction of the aforementioned works as concrete and masonry structure (shell only according to the approved drawings by the municipality and the specifications provided by the consultant).*

[The Contract then identified the various matters that had to be attended to from excavation to all foundation and waterproofing works].

41. There followed contractual conditions in which the First Defendant agreed “*to execute the project within a maximum period of 12 months*”. Provision was then made for delay penalties payable by the First Defendant. It is unnecessary to set out all the contractual provisions. It is only necessary to say that all provided for the First Defendant to execute the work. The terms included (in clause 10) an additional sum for supervision of execution “*for engineering supervision by the appointed consultant*”. The appointed consultant was Archiscope.



42. The First Contract provided for a fee for design works of QAR 100,000 reduced to QAR 60,000 in accordance with a discount provision for architectural design. The First Defendant was entitled to a fee for interior design of QAR 105,000, and was also said to be entitled to a fee for the construction of the work in the amount of QAR 2,080,000.

The Second Contract: January 2020

43. This was entitled a “*Construction Supervision Contract*” and was said to be a “*Construction & Building Agreement*” between the Claimant and the First Defendant. This agreement does not refer in terms to the First Contract. Under the heading “*General*” and by way of Preamble it was stated that:

The “second party” [the First Defendant] represents that it is willing and able to manage the construction and building project.

44. Under clause 1 entitled “*The Contract Scope of Work: A Contract Subject*” there appeared the following:

The first party [the Claimant] desires that building and construction work up to final handover of these stages, of his villa, shall be supervised and managed by the [First Defendant] to maintain the architectural design concept being executed according to the architectural design by [the First Defendant] and the engineering design and drawings that issued by [Archiscope Consultant Engineers] the project consultant and with reference to Qatar authorities building codes, specifications and rules.

45. Under “*Contract Supervision Inclusion Works*” there appeared:

- i. Site facilitation (temporary fence, site office, water and power).
- ii. Excavation works.
- iii. Concrete works.
- iv. Waterproofing for underground works.
- v. Blockworks.
- vi. Primary electrical works/pipes, boxes (walls and slabs) & primary masonry works.

46. Under clause 2B, the First Defendant was given the right to appoint subcontractors in the following terms:



The second party [the First Defendant] has the right, on behalf of the owner, the second party to conclude contracting and subcontracting contracts to implement some or all the works subject to this contract without any responsibility for the owner from this procedure and the approval of the first party must be obtained to approve the main contractor.

If the main contractor or subcontractor causes damage to the owner the main contractor or subcontractor shall be liable for what he caused civilly and criminally in accordance with the contract concluded between the second party to this contract [the First Defendant] and the contractor or as well the subcontractor.

47. Under clause 3 the First Defendant was entitled to a fee of QAR 888,000 and the value of the construction work for the project was estimated to be QAR 2,104,000.

48. Clause 3A dealing with contract financial details was in the following terms:

The second party [the First Defendant] shall be entitled to a fee for the construction supervision work of the villa the subject of this contract and in return for performing the duties stipulated in the abovementioned items for the work: 888,000 Qatari Riyal...

This value shall include the fees of the second party and the fees of the appointed consulting office specified above.

The value of the construction work for the project was estimated based on the final price offer from the proposed contractor at an amount of 2,140,000 Qatari Riyal.

49. Set in the context of the clear assumption of contractual responsibility in the First Contract by the First Defendant to the Claimant to execute the work, this Second Contract can be seen to complement the responsibilities by permitting the engagement of subcontractors to perform the construction work (“without any responsibility for the owner for this procedure”).

50. The Second Contract does not detract from the obligation of the First Defendant to execute the works described in the First Contract.

The Third Contract: 24 November 2020

51. The Third Contract set out in the Preamble the subject of the Contract being described as follows:



... The first party [the Claimant] desires to execute the electromechanical works for the aforementioned villa (comprising the complete supply and installation of the following internal items: electrical and plumbing installations, insulation, main elevator, air conditioning system, central water heating system, water pumps, exhaust ventilation system, smart home systems and CCTV surveillance system.

52. The Preamble continued as follows:

Whereas the owner wishes to assign the second party [the First Defendant] to execute and supervise the abovementioned works related to the villa in accordance with the terms and conditions set forth in this contract...

Whereas the second party, the contractor [the First Defendant] agrees to undertake the execution and supervision of the project in accordance with the terms set forth in the present contract;

And whereas the parties have mutually agreed and expressed their intention to enter into this contract for the purpose of executing and completing the project by assigning all works specified... according to the drawings, plans and other attached documents in accordance with the terms and provisions of this contract.

Whereas the second party [the First Defendant] possesses the technical expertise that enables him to carry out and execute the aforementioned contracting works.

Accordingly, both parties have agreed that the [First Defendant] shall perform, in accordance with the design and execution drawings and the specifications, the electromechanical works, including air conditioning, the elevator, and the works listed under the clauses of this contract.

The above Preamble shall be deemed an integral part of this agreement.

53. The Contract clauses included the following:

Clause 1:

The first party entrusts the second party with the execution of the electromechanical works for the aforementioned villa subject of this Contract, as stated in the Preamble above, in accordance with Qatari specifications and the construction requirements set by the municipalities.

Clause 2: Technical obligations of the second party

Execution of electromechanical works

The second party shall carry out the complete supply and installation of the internal electromechanical works for the abovementioned villa. These works include: electrical installations, plumbing installations, insulation, main elevator, air conditioning system, central water heating



system, water pumps, ventilation system (exhaust fans), smart home systems, surveillance camera system (CCTV).

First: Scope of Works covered by the Contract:

- *Electrical wiring and cable pulling*
- *Complete internal distribution boards...with all circuit breakers*
- *Plumbing works and complete internal sewage network for bathrooms and kitchens*
- *Supply and installation of a Mitsubishi elevator*
- *Supply and installation of the air conditioning system (split ducts, split units and package units)*
- *Supply and installation of smart home control systems (including telephones, intercom systems, lighting control, and surveillance camera control)*
- *Water proofing works for bathrooms and roofs across all floors in addition to thermal insulation for the roof.*

...

Third: Contractual requirements

- *The second party is obligated to complete the project within a maximum period of 12 months from the date of site handover and receipt of the schedule payment for the respective phase...*

...

- *The second party is obligated to carry out the contractual works in accordance with proper technical standards and the applicable specifications in the state of Qatar and in compliance with the approved drawings provided by the first party and attached to this Contract. The second party shall be fully responsible for any deviations or errors that contradict these drawings.*

54. Provision was made for penalties for delay.

55. The fee for this phase of the Contract was QAR 1,732,000.

56. Clause 13 once again gave an express right of the First Defendant to conclude subcontracts “*for the execution of part or all of the works subject of this contract, without any responsibility of the owner for this action.*”

57. There can be no doubt from these terms that the First Defendant as the second party was responsible for the execution of the works the subject of the Contract.

The Fourth Contract: 14 October 2021

58. This was the external finishing contract. The Fourth Contract was described in its heading as “*Agreement for the Execution of External Finishing Works*”. The Preamble included the following:



(1) Whereas the first party [the Claimant] owns a residential villa... and wishes to supply, install, and execute the external finishing works of the villa, including the external yards, fence finishing works, aluminium and glass works for doors and windows, swimming pool modifications, external doors for the fence and villa, landscaping and external planting works with an irrigation network, car shade structure, internal and external finishing of the service annex, and balustrade works for the external staircases of the aforementioned villa or in accordance with the approved architectural design, the drawings attached to the Contract... the special specifications attached to the Contract, the general specifications and standards of the state of Qatar, the principles of good workmanship and the standards specifications for each item...

(2) Whereas the owner wishes to assign the second party [the First Defendant] to execute and supervise the works mentioned above in the Preamble for the aforementioned villa, in accordance with the terms and conditions set forth in this Contract...

(3) Whereas the second party... agrees to undertake the execution and supervision of the project under the terms and conditions of the present Contract. ...

*...
And whereas the second party possesses the technical expertise that enables it to execute and manage the mentioned project*

Therefore both parties have agreed that the second party shall in accordance with the execution design drawings and specifications, execute and manage the project works related to the finishing of the façades, external yards and fences of the aforementioned villa.

The above Preamble shall be considered an integral part of this agreement.

59. The Contract clauses contained the following:

Clause One:

The first party entrusts the second party with the supply, installation, and execution of the external finishing works of the villa and its external courtyards and the finishing of the fences, aluminium and glass works for doors and windows, modifications to the swimming pool, external doors for the fences and villa, landscaping and external planting works including the irrigation network, car shade works, internal and external finishing works of the service annex, and handrail works for the external staircases of the villa...

Clause Two: Technical obligations of the second party

Execution of the finishing works and external courtyards of the villa: supply, installation and execution of the following works.

...

First: scope of works included in the Contract

[15 categories of work were included all reflecting the above general descriptions].

...

Third: Contractual Requirements



1. The second party undertakes to complete the project within a maximum period of 11 months from the date of site handover and receipt of the scheduled payment for the relevant phase...

...

4. The second party is obliged to carry out the works under this Contract in accordance with technical standards and the approved specifications in force in the state of Qatar and as per the approved drawings provided by the first party and attached to this Contract. The second party shall be held responsible for any deviations or errors that contradict these drawings.

60. Once again provision was made for subcontracting in clause 11, as follows:

The contractor shall have the right to enter into subcontracting agreements for the execution of part or all of the works subject to this Contract without any liability on the part of the owner for such action.

61. Again, from the terms of this agreement, there can be no doubt that the First Defendant contracted to undertake the execution of the work.

The Fifth Contract: 14 September 2022

62. This was the internal finishing, Fifth Contract, for the lump sum value of QAR 4,606,000.

63. There was discovered shortly prior to the hearing a document that purports to be a sixth contract which was said to be the contract concerned with the second phase of the internal finishing. This contract was said to be dated 23 December 2023 (the ‘**Sixth Contract**’). However, this latter contract did not in its terms purport to involve the Claimant as a party, but rather was said to have been executed between the First Defendant and a company referred to as “*Cross London for Contracting*”. It was styled an “*Internal Finishing Management Contract*” and the copy provided to the Court was unsigned. We will make some reference to it below.

64. In the Fifth Contract (entered into on 14 September 2022), the language describing the responsibility of the First Defendant was slightly different. In the translations available the following were stated in the Fifth Contract. In the Preamble the works said to be covered by the Fifth Contract were said to include:

...flooring, ceilings, walls, lighting, bathroom accessories and furnishings, all wooden cabinets, wooden and marble wall cladding, carpets, marble and gypsum works, interior doors, and other related



items all according to the architectural and technical designs and drawings provided...

65. It continued as follows:

And whereas the owner wishes to assign the second party [the First Defendant] to manage and supervise the abovementioned works as described...

And whereas the second party... agrees to undertake the management and supervision of the project in accordance with the terms specified in this present contract.

And whereas the will of both parties has been met and their intentions have united to conclude this contract, with the purpose of managing and supervising the implementation and completion of the project...

And whereas the second party possesses the technical expertise that enables it to manage and execute the said project.

66. In the Fifth Contract, reference was made to manage and supervise the supply installation and execution of the works or managing the execution of the project, or undertaking to carry out the supervision and technical project management works, or managing the execution of the works. Once again, a subcontractor provision was included in similar terms as earlier Contracts.

67. We do not consider that the words in the Fifth Contract set in the context of the earlier Contracts detracted from the assumption of contractual responsibility for the execution of the works by the First Defendant. The “*managing*” of the execution of the work is to undertake it, if necessary, by subcontractors for which the agreement provided.

The Sixth Contract (unsigned, December 2023)

68. There was a lack of clarity in the provenance of the Sixth Contract. It did not state that it had been signed by the Claimant. There was also doubt as to its date as both 23 and 25 December were referred to in the document. The Preamble to this Sixth Contract includes the following:

Whereas the first party [Cross London for Contracting] has undertaken the finishing works for the residential villa and desires to supply install and execute the villa's internal finishing works...

And whereas the owner desires to commission the second party [the First Defendant] with the management and supervision of the works detailed in the Preamble...



And whereas the second party [the First Defendant]... agrees to undertake the management and supervision of the project...

And whereas... both parties have converged to conclude this Contract for the purpose of executing and finishing the agreed upon works

...

And whereas the first party possesses the necessary technical expertise to execute the works and finish the abovementioned project.

Accordingly, the two parties have agreed that the second party shall, based on the approved executive design drawings manage and supervise the project to complete the interior finishing and decorations for the abovementioned villa.

69. Under the terms and definitions, the “Contract” was:

Refers to this Contract concluded between the First Party, the Owner and the Second Party, the Project Manager and supervisor.

70. We place no weight on the purported inclusion of the “Owner” in this clause as there is no suggestion that Mr Al-Hitmi was a party to the contract.

71. There are other aspects of this Sixth Contract which throw it into serious doubt as a genuine contemporaneous record. In any event, it was not signed by Mr Al-Hitmi. Nor is there any document before the Court signed by other parties. The document does record however a contract sum of QAR 4,300,000.

72. The Defendants’ closing submissions referred to further contracts and to some 37 variation orders. Those further instruments are not separately before the Court, save for an unsigned and otherwise unidentified agreement of September 2023 for interior furnishing works (QAR 3,449,000, together with QAR 1,023,866 for chandeliers and QAR 226,000 for kitchen equipment) which was identified to the experts. It is unclear whether this contract bore any relationship to the December 2023 unsigned contract. Ms Kafood dealt with the work under the September 2023 agreement, and with the variation and additional works generally, as additional works on the relevant Contracts, and Mr Al-Nasr valued the work under it separately as the Fifth Contract in his table. The Defendants’ own account of the value of the work executed (QAR 18,489,449, in the material before Mr Al-Nasr) was not supported by any expert evidence in these proceedings and Mr Al-Nasr did not adopt it. We therefore proceed on the basis that the Contracts and additional works that are in evidence are accounted for in the experts’ valuations.



73. From the terms of the above Contracts, being the First to Fifth Contracts executed by Mr Al-Hitmi, we reject that part of the defence of the Defendants that asserted that the First Defendant was not liable for any defective work or for the timelines of delivery of the work. Plainly it undertook obligations to execute the work or manage the execution of the work which we read as the same in context.

The inspection of the works by Ms Kafood and Mr Muhand's reports

74. It is now appropriate to examine the work of Ms Kafood which gives a comprehensive and detailed description of the work and its defects.

75. From May to July 2025, Ms Kafood carried out work and prepared a report dated 10 July 2025. The report is detailed and consists of 68 pages. She supplemented that report by a further report dated 26 January 2026 prepared by an engineer in her office, Mr Muhand, being an assessment of the electromechanical and civil works executed on the site *“based on site inspections, available documentation, and observable conditions at the time of the assessment”*. That further report of Mr Muhand, of 13 pages, is expressed to have been prepared in the capacity of supervising consultant for the project. It is clear that this position referred to the time period after the termination and rescission of the contract with the First Defendant.

76. We will refer to the contents of these reports and what they describe. No request was made by the Defendants to cross-examine Ms Kafood or Mr Muhand. No contrary expert evidence was filed by the Defendants. Mr Al-Nasr, who was appointed by the Investment and Trade Court, substantially relied on Ms Kafood's 2025 work. We accept the reports of Ms Kafood and Mr Muhand and except where we identify to the contrary, we make findings in accordance with their reports. The Defendants criticised the reports in their written submissions, including for the absence of a work breakdown structure and bills of quantities and by reference to the independence of the author. Those are matters that could have been the subject of expert evidence or of cross-examination. Neither course was taken, and submissions of counsel are not evidence. We treat the criticisms as submissions only.

77. Ms Kafood met on different occasions with a representative of Mr Al-Hitmi and with the Second Defendant. The contractual documents were identified to her by the Second



Defendant as the six Contracts to which we have referred. Notably, the documents recorded as submitted to her on behalf of Mr Al-Hitmi did not contain the Sixth Contract which was said to be the second interior finishing contract.

78. Ms Kafood states that she performed a detailed study of each Contract and addendum, itemised the executed work and its value and amounts paid against that work. Her conclusions from this detailed work were as follows:

- i. The contractual amounts including additional works amounted to QAR 19,312,047.
- ii. The total amounts paid by Mr Al-Hitmi amounted to QAR 18,052,399.
- iii. Ms Kafood's estimate of the value of work performed for that contract sum and for those amounts paid was QAR 11,532,223.

79. From this it can be deduced that Mr Al-Hitmi paid QAR 6,520,176 more than the value of the contract work including additional works. Ms Kafood added to that figure a sum of QAR 558,900 for delay penalties, to reach a total of QAR 7,079,077 in her report. We do not adopt the delay penalty component, for the reasons given below.

80. In the report dated 26 January 2026 the author, Mr Muhand, estimated the approximate cost of finishing the project. This totalled QAR 10.7m. As appears from the passage set out below, that estimate was not a costing of individual items of work or of defects. It was calculated by applying the percentage of work remaining to the contract value of two groups of work, and the report records the rectification of defects as a separate requirement which it does not cost. The conclusions were damning of the state and standard of completion after five years or more work, stating as follows (**emphasis added**):

Based on the findings of the site inspection, it is evident that the progress of the works remains substantially below the contractual requirements and the approved project schedule. The current completion status indicates that the Electrical Works have achieved only 54.29%, while the Mechanical Works have reached only 55.00%, demonstrating a significant delay and incomplete execution of major scope items. Furthermore, the overall achievement of the civil finishing works cannot be considered to exceed 30%, reflecting a critical shortfall in project advancement.



Moreover, several essential components remain either unexecuted or at an unacceptable level of completion, including but not limited to the main and sub electrical panels, final installations, basement mechanical works, and external services. Such deficiencies constitute a clear failure to comply with the agreed contractual obligations, approved technical specifications, and established project delivery milestones.

The seriousness of these deficiencies is further aggravated by the substantial contractual values involved. The MEP Contract, including the swimming pool works, amounts to QAR 2,651,772, while the Civil Finishing Works Contract amounts to QAR 13,599,275, bringing the total project Contract value to QAR 16,251,047.

Based on the current progress levels, it is estimated that the remaining financial requirement to complete the outstanding works is approximately:

MEP Works (≈45% remaining): ~QAR 1.2 Million

Civil Finishing Works (≈70% remaining): ~QAR 9.5 Million

Accordingly, the total remaining budget required to complete the project is estimated at approximately: QAR 10.7 Million

In addition, the observed defects and non-compliant installations represent serious breaches of contract conditions as well as applicable safety and engineering standards. Immediate corrective action, acceleration of the remaining works, and full rectification of all outstanding defects are therefore required without delay. Failure to undertake the necessary remedial measures may expose the responsible contractor to further contractual liability, including but not limited to the imposition of penalties, withholding of payments, and enforcement of all remedies available under the contract and governing laws.

81. The estimate accordingly applies remaining percentages to the contract values of the two groups of work: for the MEP works and swimming pool (contract value QAR 2,651,772, about 45% remaining) roughly QAR 1.2m, and for the civil finishing works (contract value QAR 13,599,275, about 70% remaining) roughly QAR 9.5m. It is a cost to complete the outstanding scope. It makes no reference to the sums already paid, it contains no separate figure for the rectification of the defects listed in section 3 of the report, and it says nothing about the mezzanine level or about moral harm. The report treats the rectification of defects as required in addition. Ms Kafood's first report implies unexecuted work of about QAR 7,779,824 at contract rates (QAR 19,312,047 less QAR 11,532,223), against QAR 10.7m here. It is not clear how the two reports of Kafood and Muhand should sit together. Nor is there any estimate of the likely cost of rectifying the many and serious defects.



82. What is pellucid, however, is that it will require a significant amount of money to complete the works and to remedy the many and serious defects.
83. Mr Al-Nasr was appointed by the Investment and Trade Court of Appeal on 25 September 2025 in Appeal No. 2025/01774. His report is in Arabic. He held meetings with both parties, with the consultant Archiscope and, remotely, with Ms Kafood, and inspected the villa on 1 October 2025 in the presence of both parties. His report is dated 21 October 2025.
84. Mr Al-Nasr valued the work executed under each contract and its additional works, and his valuations correspond, contract by contract, to those in Ms Kafood's first report: QAR 3,222,125 (shell and swimming pool), QAR 1,753,709 (electromechanical), QAR 3,388,839 (exterior finishing) and QAR 3,007,550 (interior finishing, being QAR 2,579,560 under the first interior contract and QAR 427,989.50 under the September 2023 agreement). His total for the value of the work executed is QAR 11,372,222.33. Ms Kafood's total is higher by QAR 160,000 because she includes the architectural and interior design contracts (QAR 60,000 and QAR 100,000). The payments recorded by Mr Al-Nasr under the five works contracts total QAR 18,052,399.10, the sum agreed by the parties, and do not include design fees, which he records as fully paid. On that footing his comparison is the like-for-like one, and we take the overpayment to be QAR 6,680,176.77, which is the figure he found. The design fees can be taken to fall outside the QAR 18,052,399.10 paid.
85. Mr Al-Nasr found both parties responsible for delay, the Claimant through variations amounting to about 24% of contract value and through interruptions in payment, and the First Defendant through slow execution, and concluded that no delay penalty could be applied against the Second Defendant. He did not adopt the Defendants' figures for total contract value (QAR 21,985,173) or for the value of work executed (QAR 18,489,449). The First Defendant claimed some QAR 600,000 of equipment on the site but produced no list; he recorded only a generator, some scaffolding and building tools. He did not estimate the cost of completing the work or of rectifying defects.
86. On defects, Mr Al-Nasr recorded the consultant's earlier warnings about the blockwork and the consultant's later certificate of conformity, and stated that he found no



document showing defects or breaches of specification that remained in the villa. That is a statement about documents and the absence of contemporaneous objection, not a technical finding on the state of the work. It cannot be reconciled with what Ms Kafood and Mr Muhand recorded on inspection, with photographs, in July 2025 and January 2026, which the Defendants did not answer with evidence, and the consultant Archiscope itself accepted before Mr Al-Nasr that there were defects, though it described them as minor. We prefer the specific findings of Ms Kafood and Mr Muhand on defects.

87. In the absence of contrary evidence, we accept Mr Al-Nasr's valuation of the work executed, which corroborates Ms Kafood's first report, and we accept the estimate in the January 2026 report of the cost of completing the outstanding work, subject to what we say below. On this basis of the state of the work after five years work and payment, the value of the work done and the manifest defects, we find that Mr Al-Hitmi was justified in terminating the contract in 2025.

88. We reject the Counterclaim and dismiss it on this basis. There was no evidence as to the value of any property that may have been left on the site about which the Defendants complained in the Counterclaim.

Damages

89. It is necessary to assess the damages to which the Claimant is entitled.

90. A reading of the Kafood and Muhand reports reveals an incomplete and seriously defective structure. The entitlement of the Claimant is based on seeing him indemnified from the breaches of contract by the First Defendant to which the Second Defendant was plainly complicit as Managing Director. That indemnification should, of course, avoid any double counting. In circumstances where the Claimant has entered a contract relying on the representations of the Defendants which can only be described as deliberately misleading and in that sense fraudulent, the Court should approach the matter resolving doubt in the damages in favour of the Claimant as the party subject to the breaches of contract and to the fraudulent misrepresentation which induced entry into the Contracts.



91. Two figures are available for the Claimant's principal loss. The first is the overpayment: on the like-for-like comparison of Mr Al-Nasr, the Claimant paid QAR 6,680,176 more than the value of the work executed (QAR 6,520,176 on Ms Kafood's figures, which include QAR 160,000 for design work paid for outside the QAR 18,052,399). The second is the cost of completing the outstanding work, which Ms Kafood's second report puts at QAR 10.7m. Both figures concern the same shortfall. The overpayment measures what the Claimant has paid in advance for work not yet done. The cost of completion measures what it will cost to have that work done. We do not consider that the two should be added together. To award both would compensate the Claimant twice for the undelivered work, since the sums he has already paid for that work are the sums that would have gone towards its completion had the First Defendant performed its obligations.
92. The measure that best reflects the Claimant's position is therefore the cost of completing the work. The question arises whether there should be any credit given for the balance of the contract price that the Claimant could be said to have had to pay had the First Defendant performed its obligations. The Contracts were terminated and rescinded for extensive breaches and for fraudulent misrepresentation, respectively. The Claimant has been left with a partly built and defective structure. That balance, between the contract sums and the amounts paid, was in the order of QAR 1.1m (the contract value of the works contracts and additional works, QAR 19,152,047, less the QAR 18,052,399 paid). The overpayment is not awarded as a separate head. In circumstances where there are serious and multiple defects we do not consider it appropriate to allow that credit.
93. The estimate of QAR 10.7m does not include the rectification of defects. The report records the need for full rectification of all outstanding defects in addition to completion of the remaining work but does not cost it. Some of the defects are serious. The January 2026 report identifies, among others, electrical junction boxes not installed behind wooden cladding (described as a fire hazard) a crack in a ground floor column, electrical panels and earthing that do not comply, unsealed air-conditioning ducts, and mould on stored materials. There should be an allowance for the cost of rectifying the defects that is additional to the cost of completion. The evidence does not permit us to fix a precise



figure, and the parties have led the evidence that they have. We do not consider it an appropriate course to prolong this litigation because of a gap in the evidence.

94. We are satisfied that there is clear evidence of a seriously defective structure and of considerable overpayment for work done, and that a significant sum will be required to remedy the defects identified by Kafood and Muhand. Having regard to the nature and number of the defects identified in the reports (including the fire hazard from the unsealed junction boxes, the structural crack, and the non-compliant panels and ducts), and in the absence of a precise costing, we consider QAR 1,000,000 a reasonable and conservative estimate of the cost of rectification.
95. We would reject the claim for delay penalties. We do not consider that it is possible to disentangle the times taken from the additional work and the contract work and to apply the five penalty provisions in the First to Fifth Contracts. Mr Al-Nasr, for his part, found both parties responsible for delay and concluded that no penalty could be applied. We reach the same result on the basis of the difficulty of disentangling the causes of delay.
96. The claim for QAR 1,000,000 for the work undertaken on the mezzanine level without a permit was said to be referable to a fine imposed by the municipality on the villa. The evidence is unclear as to whether the fine has been imposed upon the Claimant. It appears to have been directed to Archiscope. To the extent that it does transpire that the Claimant will be charged with payment, we would declare that the Defendants are liable to indemnify the Claimant for any amount by way of fine for which he is held liable for the building of the mezzanine level or to which the villa property may be charged for satisfaction of such fine.
97. The two claims made, each for QAR 1,000,000 for “*carrying out executed works without a permit*” and “*misrepresentation to the Claimant*”, should be rejected. They arise from the same conduct, the representation that the First Defendant was licensed followed by the execution of work it was not licensed to perform, and neither identifies a body of loss distinct from that compensated by the award for completion and rectification. Damages are for compensation. The cost of completion and rectification is awarded to put the Claimant in the position of having a completed and sound villa. There is no basis for adding two nominal figures totalling QAR 2,000,000 without there being a separate and distinct body of damage for which there should be compensation.



98. As to moral damages such may be seen to fall within the indemnity and covered by articles 202 and 203 of the Civil Code. In *Khadija Al-Marhoon v Ooredoo Group Company* [2023] QIC (A) 5 Lord Thomas of Cwmgiedd, President, made clear that a proportionate sum for moral damages should be awarded. The Appellate Division did not disturb the guidance set by the First Instance Circuit at trial as to quantum. There, Justices Fritz Brand, Helen Mountfield KC and Dr Muna Al-Marzouqi [2023] QIC (F) 5 at paragraph 138 said:

We consider that compensation for moral damages should not be so low as to suggest that these are an unimportant matter, but nor so high as to disproportionately compensate the Claimant. We would normally expect the scale of moral damage to be somewhere between QAR 5,000.00 for the least serious claims, to QAR 250,000.00 for the most serious claims, concerning serious and long-standing harassment or other moral harm. Bearing in mind that scale, and that the failings here were important, but procedural and not substantive, we award the Claimant a sum of QAR 15,000.00 in respect of moral damage arising from the Defendant's failures in this respect.

99. Discussion of the level of moral damage has taken place in an employment context in several cases: see for example *Patricia Jaecklein v SDI Sports LLC* [2026] QIC (F) 12 at paragraphs 233 to 244. Here, there can be little doubt that Mr Al-Hitmi and his wife have undergone significant stress and frustration at a badly executed building contract for their family home extending over five years. That said, the claim for QAR 2,000,000 is unwarranted in the light of the authorities. The strain and difficulty which Mr Al-Hitmi and his wife experienced derived from poor contractual performance which would not have been experienced had the Second Defendant not intentionally misled Mr Al-Hitmi. We consider that a sum of QAR 100,000 is appropriate to recognise the kind of frustration and emotional stress and strain experienced by Mr Al-Hitmi and his wife.

100. Including the assessment of the cost of rectifying defects in the manner identified and discussed above, we would award Mr Al-Hitmi the sum of QAR 11,800,000 in damages, being QAR 10,700,000 for the cost of completing the outstanding work, QAR 1m for rectification and QAR 100,000 for moral damages, together with costs from the commencement of the matter by his current lawyers. Any costs to which Mr Al-Hitmi as Claimant was liable pursuant to the orders of the Court arising from the matter having



been commenced by earlier lawyers without proper instructions may be offset against this liability.

101. The judgment is to be awarded against the First and Second Defendants jointly and severally. The Second Defendant is liable under article 199 of the Civil Code for the damage caused by his intentional deceit of Mr Al-Hitmi in the manner earlier described. As the effective Managing Director of the First Defendant, he is also jointly liable with it under article 113 of the Commercial Companies Law, applied to managers by article 244, for damage arising from fraud and from gross negligence in performance, in that he caused the First Defendant to contract for works it was not licensed to carry out and to perform them defectively. His liability under those provisions arises from his own conduct. The separate legal personality of the First Defendant, on which the Defendants relied, does not answer it.

102. There shall also be declared that should the Claimant or his property upon which the villa has been constructed be held liable or charged for any fine referable to the construction of a mezzanine level the First and Second Defendants are liable to indemnify the Claimant for any such fine or charge.

By the Court,



[signed]

QFC Court

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



Representation

The Claimant was represented by the Al-Hail Law Firm (Doha, Qatar).

The Defendants were represented by the Law Firm of Mohammed Saud Al-Khater, Lawyer & Legal Consultant (Doha, Qatar).

