



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

Neutral Citation: [2026] QIC (F) 71

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

Date: 27 October 2026

CASE NO: CTFIC0066/2026

MOHAMMAD MATHIAS FAHDA

Claimant

v

ACDAC12 LLC

Defendant

JUDGMENT

Before:

Justice Tan Sri Nallini Pathmanathan



Order

1. The Defendant shall pay the Claimant QAR 42,700, representing salary due for the period 15 June 2026 to 15 August 2026.
2. The Defendant shall pay interest on that sum at the rate of 5% per annum from 15 September 2026 until the date of judgment and, if the judgment sum is not paid within the time ordered by the Court, interest at the enhanced rate of 7% per annum from the date on which it should have been paid, in accordance with Practice Direction No. 3 of 2021.
3. The sums in paragraphs 1 and 2 shall be paid within 7 days of the date of the judgment without deduction of any bank or transfer charges, which are for the Defendant's account.
4. The Counterclaim is dismissed.
5. The Court records the undertakings given by the Claimant at paragraph 23 below.
6. The Defendant shall pay the Claimant's costs as a litigant in person, assessed at QAR 5,598, within 14 days of the date of this judgment, subject to the Defendant's right to make any submissions to the contrary on costs within 7 days of the date of this judgment.

Judgment

The nature of the claim

1. This is a claim for unpaid wages. The Claimant was employed by the Defendant, a start-up company licensed in the Qatar Financial Centre ('QFC'), as a scientist at a salary of QAR 21,000 per month. His employment ended on 15 August 2026. He has not been paid any wages and he claims QAR 42,700 as salary due for the period 15 June 2026 to 15 August 2026.
2. The claim does not turn on dismissal, constructive dismissal, or any breach of contract by the Defendant. The Claimant does not allege that he was dismissed and seeks no remedy for the termination of his employment. It is common ground that the employment ended on 15 August 2026 at the Claimant's request and that the Defendant accepted that request. The parties' submissions range widely over



how their relationship came to an end, including whether the Claimant was subject to a probation period and the arrangements for him to work remotely. Given the nature of the claim, namely for unpaid wages for two months, it is not necessary for the Court to determine those matters, save (and in so far) as they affect the issues below.

3. The issues are accordingly narrow:
 - i. Did the Claimant work during the period of employment claimed by him? If so, he is entitled to salary for that period.
 - ii. Was the Defendant entitled to withhold payment pending the satisfaction of any condition.
 - iii. Is the Defendant entitled to the remedies sought in the Counterclaim, more particularly the monies in lieu of notice?
4. In this claim, both the Claimant and the Defendant are litigants in person. Having perused and considered the papers, namely the Claim, the Defence and Counterclaim, as well as the Reply and Defence to Counterclaim, the Court is satisfied that the matter may be determined on the papers without a hearing in accordance with Practice Direction No. 1 of 2022 (Small Claims).

Material from the conciliation

5. The Defendant has exhibited a draft settlement agreement prepared during the conciliation before the QFC Employment Standards Office (the ‘ESO’) and its correspondence with the ESO, and sets out what the Claimant is said to have agreed in that process. Communications made in a genuine attempt to settle a dispute are not to be used in proceedings when the attempt fails. Accordingly, the Court has disregarded that material (see *Zishan Anwar v Devisers Advisory Services LLC* [2025] QIC (A) 9 paragraphs 18-31).

Did the Claimant work for the period claimed?

The Contract

6. Clause 2 of the “*Offer of Appointment*” dated 17 May 2026 signed by both parties (the ‘Contract’) provides for “*a lump sum monthly salary of 21,000 QAR,*



inclusive of all allowances”. Clause 1 states the place of work as Doha and the start date as 1 May 2026. The Claimant’s work visa was not issued until 20 May 2026. The Claimant does not make claim for any period of employment before 15 June 2026. It appears that the date of commencement of employment was deferred from 1 May 2026 to a subsequent date, and that is the focal point of the dispute. It turns on the date of the commencement of employment by the Claimant with the Defendant. Did the Claimant commence working for the Defendant as its employee from:

- i. 15 June 2026 as maintained by the Claimant; or
- ii. 1st July 2026 as contended by the Defendant?

The period from 1 July to 15 August 2026

7. The Defendant accepts that the Claimant was its employee and was working remotely and with its approval from 1 July 2026 to 15 August 2026 (or at least until 10 August 2026). This is evident from the Defence, where it is pleaded that the actual start date was 1 July 2026. The Defendant’s Chief Executive in his letter of 16 August 2026 accepts that the Claimant’s “*agreed full monthly salary [is] QAR 21,000*”. It would therefore follow that the salary for this period, QAR 31,500, is due.
8. The Defendant suggests in its Defence Form that “*at maximum*” only QAR 22,050 is due on the basis that the remote work was “*unapproved beyond 10 August and non-full-time*”. No calculation is offered, and no document is cited identifying any day or task on which the Claimant did not work. The Contract specifies no working hours. In any event, any such reduction would be a deduction from salary during the term of employment, which is untenable under article 27 of the QFC Employment Regulations 2006 (as amended) (the ‘**Employment Regulations**’). The Defendant’s justification for a reduction in salary for the period from 10 August 2026 to 15 August 2026 is not therefore accepted.



The period from 15 to 30 June 2026

9. Was the Claimant in the employ of the Defendant during this period from 15 June 2026 to 30 June 2026? That is the only factual dispute in this claim. The Defendant says that the Claimant's employment began on 1 July 2026, and that his time in Doha from 13 to 26 June 2026 was occupied with administrative formalities for his residence permit. The Court has therefore to decide, as a matter of fact, whether the Claimant was working for the Defendant from 15 June 2026 or not. Having perused the documentary evidence, this Court finds that the Claimant was in the employ of the Defendant from 15 June 2026 to 30 June 2026.
10. Such a conclusion may be drawn from the Defendant's own documents. On 22 and 24 June 2026, the Defendant issued three letters to banks, signed by its Chief Executive and bearing its stamp, confirming that the Claimant had joined the company on 15 June 2026 "*and is currently working as Scientist*". The contemporaneous correspondence shows that this was true. During that period, the Claimant:
- i. told the Chief Executive on 13 June 2026 that he was "*working on my laptop in front of your office*";
 - ii. was asked by the Chief Executive on 19 June 2026 to work on the company's pitch presentation;
 - iii. was introduced to the company's team at a meeting on 21 June 2026 which the Chief Executive convened for that purpose, at which the Claimant presented on the company's future research direction;
 - iv. attended, at the Chief Executive's invitation, a meeting on 22 June 2026 concerning the deployment of the company's technology at a Qatar Foundation building, and sent the Chief Executive a written proposal that afternoon;
 - v. was added by the Chief Executive to the company's working group on 20 June 2026 as "*a new member for our company*"; and



vi. on 25 June 2026, when the Chief Executive forwarded him correspondence from Qatar Science and Technology Park, replied that he was “*on my way to the office*”.

11. That was work done by an employee, at the employer’s request and for its benefit. The fact that the Claimant was also completing residence formalities, which the Defendant as his sponsor required, does not detract from the fact that the Claimant was carrying out his duties as a scientist during that period.

12. The Court has considered the matters on which the Defendant relies. The Chief Executive said on 14 August 2026 that the parties had agreed the Claimant would be “*on duty*” from 1 July 2026. No earlier document records any such agreement, and the Defendant’s written assertion that 1 July 2026 was “*the actual starting date*” appears only after the employment had ended. The Claimant’s message of 29 June 2026, suggesting that the 15 June 2026 date be kept in a bank letter “*to show them that I have already been hired*”, concerned what a bank should be shown. It does not suggest that he had agreed to work without pay. The Claimant’s email of 14 August 2026, which sought salary from 1 July 2026, was written at the end of the employment immediately after the Chief Executive had proposed that date. It was not accepted or acted upon, and it cannot be said to amount to a clear and unequivocal stance or agreement that the Claimant was prepared to forgo salary for work already done from 15 June onwards (see *Waqar Zaman v Meinhardt BIM Studios LLC* [2024] QIC (A) 12, at paragraph 32). Having worked from 15 June 2026, the Claimant is entitled to be paid from that date.

The sum due

13. The Claimant calculates part-months at a daily rate of QAR 700 (QAR 21,000 divided by 30). The Defendant does not challenge that method. The sum due is:

- 15-30 June 2026 (16 days): QAR 11,200.
- 1-31 July 2026: QAR 21,000.
- 1-15 August 2026 (15 days): QAR 10,500.

TOTAL: QAR 42,700



Was payment subject to any condition?

14. The Defendant says that it has always been willing to pay, but that payment awaited exit clearance, a technical handover, the Claimant's signature to a further confidentiality agreement and release, and the provision of Qatari bank details.
15. None of these is a condition of payment. Article 25(2) of the Employment Regulations requires an employer to "*pay all outstanding wages and other fees owing to an Employee within thirty (30) days after the Employer or Employee terminates the employment*". The obligation is unqualified, and the Contract adds no condition to it. Article 25 does not allow for an employer to withhold sums due pending the return of its property or the performance of other obligations: see *Umraz Mubeen v Allied Enterprises LLC* [2025] QIC (F) 21, at paragraph 14. If the Defendant considered that the Claimant had failed in some obligation owed to it, its remedy was to pursue that failure, not to withhold salary due.
16. As to bank details, the Defendant knew from late June 2026 that the Claimant had been unable to open an account in Qatar. Neither the QFC Contract Regulations 2005 nor the Employment Regulations requires payment into a Qatari account, and the Defendant did not offer to pay into any other. Nor did it pay the salary for June and July 2026 when it fell due during the employment. The Claimant has undertaken to provide his bank details for payment of any sum ordered.
17. The sum of QAR 42,700 is due and remains unpaid.

The Counterclaim

18. The Defendant claims damages for the Claimant's failure to give the 60 days' notice under clause 6 of the Contract.
19. This head fails because the Defendant accepted the Claimant's resignation with effect from 15 August 2026. The Claimant's e-mail of 14 August 2026 asked that his employment end on that date. On 15 August 2026 the Chief Executive replied that "*your resignation is well received*", that the company would "*proceed with the necessary formalities*", and asked for a handover to a colleague. He said nothing about notice. On 16 August 2026, the Defendant confirmed that it had "*formally accepted*" the resignation. It pleads that it "*acknowledged and*



accepted” the resignation. It asks the Court to proceed on the footing that the employment ended on 15 August 2026.

20. By accepting the resignation on the terms requested, the Defendant agreed that the employment would end on 15 August 2026 and thereby waived the notice period. The Contract therefore came to an end by mutual agreement. In light of that waiver, the Defendant cannot justify its claim for compensation in lieu of notice (see also article 23(4) of the Employment Regulations). The Chief Executive’s e-mail on the morning of 16 August, requiring the Claimant to serve his notice, was sent after the resignation had been accepted and was superseded later that day by the Defendant’s confirmation that it had formally accepted the resignation.
21. In any event, the Defendant has not provided any particulars of loss, nor proven the same, warranting the basis for its claim. Even if the Claimant had worked through the notice period, the Defendant would have been bound to pay the Claimant’s salary for that period. This head is dismissed.

The other heads

22. The remaining heads of the Counterclaim can be dealt with shortly. None of the heads states a sum, and none is supported by any document evidencing loss.
- i. *Recruitment, medical, residence and replacement costs:* The Contract contains no term obliging the Claimant to repay any of these costs, and article 27 of the Employment Regulations prohibits an employer from recovering them from an employee save in cases which are not applicable here. The costs sought to be recovered from the Claimant are the employer’s costs of engaging the employee, not losses caused by his leaving. No invoice or receipt has been produced. This head is dismissed.
 - ii. *Disclosure:* The Defendant complains that the Claimant copied his complaint to the ESO, and the correspondence about his employment, to individuals at the Qatar Research, Development and Innovation Council and Hamad Bin Khalifa University. That material concerned the



Claimant's own salary and terms of employment. The Defendant identifies no confidential technical or commercial information that was disclosed, and no loss. Its own Chief Executive wrote to the same recipients the same day. An employee who raises in good faith a concern that his employer is in breach of its obligations in relation to his employment particularly salary due cannot be said to have disclosed confidential information. This head is dismissed.

- iii. *Executive time and legal costs:* Bringing a complaint to the ESO and a claim before this Court are rights the law confers on an employee. The time an employer spends answering them is not a loss caused by any wrong. The Defendant is not legally represented and identifies no legal fee. This head is dismissed.

23. The Defendant also seeks orders compelling the Claimant to sign a further confidentiality and intellectual property agreement and to surrender company material. There is no basis for the execution of a further confidentiality agreement, as the Claimant remains bound by clause 5 of the Contract, which he has acknowledged throughout. With respect to the surrender of company material, the Claimant has offered undertakings which meet the Defendant's legitimate concerns (as set out in the Reply) and the Court records them:

- i. Within ten working days of this judgment, the Claimant will deliver to Dr Yasser Abdellatif a written report of his work for the Defendant, any working files he produced for the Defendant and did not send to it, and the login details of the accounts on suppliers' platforms registered with his company e-mail address. Delivery is not subject to the Defendant's approval. It is made without admission that it was a condition of payment. The delivery will be made without admission that any item is "*equipment, tools or unused materials*" within article 19(1)(L) of the Employment Regulations or that delivery is a condition of payment.
- ii. The Claimant will not use or disclose the copies he holds of e-mails and files from his company account for any purpose other than these proceedings, will not delete them while the proceedings are pending, and



will deliver them up or destroy them as the Court directs at their conclusion.

- iii. The Claimant will not use or disclose any confidential technical information of the Defendant. This does not extend to information in the public domain, to his own general knowledge and skill, or to work done independently of the Defendant.

24. With those undertakings recorded, no further order is required.

Interest and costs

25. The Court awards interest at the rate of 5% per annum from 15 September 2026 until the date of this judgment and, if the judgment sum is not paid within the time ordered by the Court, interest at the enhanced rate of 7% per annum from the date on which it should have been paid, in accordance with Practice Direction No. 3 of 2021.

26. The Claimant has succeeded on his claim in full and on the Counterclaim. He is entitled to costs. He acts in person and claims 27.99 hours at QAR 200 an hour under Practice Direction No. 3 of 2026, as applied in *M v D* [2026] QIC (C) 7, seeking a total of QAR 5,598 as at 4 October 2026. Having regard to proportionality and to the allocation of the claim to the Small Claims Track, the time claimed is reasonable for a claim met by a four-headed counterclaim. The Court also has regard to the fact that the Defendant has, throughout the proceedings, withheld a sum of QAR 31,500, which on its own case it never disputed. Costs are summarily assessed at QAR 5,598 subject to any submissions from the Defendant within 7 days.

27. For these reasons the Court makes the orders set out at the head of this judgment.



By the Court,



[signed]

Justice Tan Sri Nallini Pathmanathan

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

Representation

The Claimant was self-represented.

The Defendant was self-represented.

