



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

Neutral Citation: [2026] QIC (A) 17

**IN THE QATAR FINANCIAL CENTRE
CIVIL AND COMMERCIAL COURT
APPELLATE DIVISION**

[On appeal from [2026] QIC (F) 54]

Date: 26 October 2026

CASE NO: CTFIC0049/2026

NADIA EL JED

Claimant/Respondent

v

BARZAH CAPITAL LLC

Defendant/Applicant

JUDGMENT

Before:

Lord Thomas of Cwmgiedd, President



Justice Her Honour Frances Kirkham CBE

Justice Fritz Brand

Order

1. Application for permission to appeal dismissed.

Judgment

Introduction

1. The Applicant applies by an application dated 15 August 2026 to appeal against the judgment of the First Instance Circuit (Justice Dr Talal El-Emadi; [2026] QIC (F) 54) given on 13 August 2026 in which he found that the Applicant should pay the Respondent QAR 36,000 for work done by her for the Applicant, together with interest and costs.
2. The Respondent had brought a claim in July 2026 claiming QAR 36,000 for a second phase of technical and advisory services rendered for the Applicant between 19 January 2026 and 17 February 2026. The claim was assigned to the Small Claims Track and determined by the First Instance Circuit on the papers.
3. There were two issues:
 - i. Had the Applicant assumed a contractual obligation to pay for the work done for the Applicant or was the Respondent entitled to relief under the principle of unjust enrichment?
 - ii. If the Respondent was entitled to be paid, what was the reasonable amount payable for the work done?
4. The First Instance Circuit found that although there was no written agreement to pay for the second phase of the work in contradistinction to an agreement made for the first phase of the work for which the Respondent was paid the agreed price of QAR 36,000, there was an agreement by conduct to pay a reasonable amount for the further work done between 19 January and 17 February 2026 as the second phase.



5. The First Instance Circuit then found that the reasonable amount for the work done was QAR 36,000.

The grounds of appeal

6. The Applicant contends:
 - i. The First Instance Circuit had failed to understand the Applicant's case and was wrong to proceed to accept the valuation put forward by the Respondent.
 - ii. There was no evidential basis for the award of QAR 36,000 as no hourly or daily rate had been identified and there had been no quotation. The Respondent had failed to discharge the burden of proving the sum due.
 - iii. That the First Instance Circuit was wrong in concluding that an agreement had been reached by conduct.

Our approach to this appeal in a Small Claims Track appeal

7. As this Court has emphasised, the objective of the fair and speedy justice provided by the Small Claims Track must not be frustrated by unmeritorious applications to appeal – see the cases cited in *Azmeh and Nicol on the Law and Practice of the QFC Civil and Commercial Court and Regulatory Tribunal* (1st edition, LexisNexis 2025) at paragraph 12.6. This Court therefore examines all the circumstances of the case such as the sum in issue and the nature of the trial to determine whether there is a significant risk of the result of serious injustice.
8. In a trial of a claim in the Small Claims Track where the principal issues are disputes on evidence, the First Instance Circuit will usually determine the matters on the papers in accordance with paragraph 9 of Practice Direction No. 1 of 2022 on Small Claims.
9. In a Small Claim, this Court will on appeal have primary regard to the role of the trial court in assessing the weight of the documentary evidence and the ambit of judgment afforded to the trial court in assessing that evidence. It will consider whether there was sufficient evidence before the trial court for the decision to be within the permissible ambit of decision making open to the trial court. If the decision was within the ambit of judgment open to the trial court, it would impede the objective of fair and speedy justice



if this Court were on appeal to undertaken the task of reviewing the documentary evidence and reaching its own decision.

Our conclusion

10. On the issue of whether there was a contractual obligation to pay for the work done, we consider that there was ample evidence for the First Instance Circuit to find as it did, and that the parties agreed by conduct that the Respondent would undertake further work on the basis the Respondent would be paid a reasonable amount for that work. The First Instance Circuit found at paragraph 20 of its judgment that the second phase of the work had been done at the Applicant's request without any price or rate for the work being agreed. Given that the first phase had been done for agreed remuneration, it is clear that the Respondent was only doing the work at the Applicant's request on the basis she would be paid; in the absence of agreement, she was entitled to be paid a reasonable amount, as provided for in article 51 of the QFC Contract Regulations 2005 (which follows the text of article 5.1.7 of the UNIDROIT Principles of International Commercial Contracts setting out the position also applicable at common law and under the Convention on Contracts for the International Sale of Goods (Vienna 1980)).
11. On the issue of assessing the reasonable amount payable for the work done, the First Instance Circuit had to approach this issue on the basis of the documents before it.
12. The Respondent set out details of the work done in her invoice of 17 February 2026, but she did not specify the hours spent; her witness statement and the annexes to it described in further detail the work done, but did not address the issue of what the reasonable sum was for the work done. After the work had been commenced she forward a draft agreement which had specified either a retainer of QAR 9,000 for standby services or an inclusive amount of QAR 36,000 for doing the work. In her Reply, the Respondent contended that as the second phase of work had taken a month, it was reasonable to assess the payment for the second phase of the work on the same basis as the first, as the second phase had been work that had occupied the same length of time as the first.
13. The Applicant did not help the Court, taking the position that as no commercial terms had been agreed for payment, there was no obligation to pay anything.



14. It is evident that the task of assessment facing the First Instance Circuit was a difficult one. In our view the First Instance Circuit was entitled to find on the evidence before it that the Respondent had proved her claim and that the reasonable amount should be assessed by reference to the price paid for the work done in the first phase as this was the best guide. A different assessment of the evidence might have resulted in a smaller amount being awarded, but in our judgment, there was evidence which entitled the First Instance Circuit to find as it did.

15. As there was evidence which entitled the First Instance Circuit to find as it did, we therefore dismiss the application.

By the Court,



[signed]

Lord Thomas of Cwmgiedd, President

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

Representation

The Claimant was self-represented.

The Defendant was self-represented.

