



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

Neutral Citation: [2026] QIC (F) 69

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

Date: 12 October 2026

CASE NO: CTFIC0055/2026

NECMETTIN ALIOGLU

Claimant

v

EDUSHIFT TECHNOLOGIES LLC

1st Defendant

AND

KHALED ABOUEMARA

2nd Defendant

AND

MOHAMED ALI

3rd Defendant



JUDGMENT

Before:

Justice Helen Mountfield KC

Order

1. The parties must give disclosure of the documents which they have agreed to provide, and those further documents which the Court orders to be disclosed in the Schedule to this judgment, by no later than **16.00 on 19 October 2026**.
2. The disclosure is to be within categories sought, with documents listed in a chronological index, with the date of creation of each document given.
3. The Claimant must, by no later than **16.00 on 19 October 2026**, prepare a document of outstanding claims (the ‘**Clarification Document**’), in tabular form, which states:
 - i. Each outstanding head of claim (specifying the legal basis for it, for example, in debt, breach of a specific provision in the QFC Company Regulations 2005).
 - ii. In relation to each outstanding head of claim, where this is pleaded in the Particulars of Claim, by reference to the paragraph number, and the paragraph number of the Further Particulars of Claim.
 - iii. In relation to each outstanding head of claim, whether the claim is brought against the First Defendant, or also against the Second and Third Defendants in their personal capacities as directors.
4. If, in relation to any aspect of the claim as thus clarified, the Claimant considers that it is a matter not pleaded in the original Particulars of Claim, which requires leave to



amend the claim, the application must be made at the same time as the Clarification Document is provided.

5. If any application is made under paragraph 4 above, the Defendant shall have until no later than **16.00 on 26 October 2026** to submit any objection to this application, which will be determined as soon as possible thereafter by the Court.
6. Any further requests for disclosure by either party in the light of the Clarification Document referred to in paragraph 3 of this Order must be made by no later than **16.00 on 26 October 2026**, with responses to be received by no later than **16.00 on 2 November 2026**, to be determined as soon as possible thereafter by the Court.
7. Any further requests for disclosure by either party arising from the provision of a document lodged in Arabic only must be made by no later than 16.00 on the fifth business day after the provision of the translation by the Court, with responses to be received no later than 16.00 on the third business day thereafter, to be determined as soon as possible thereafter by the Court.
8. The date for disclosure of witness statements in paragraph 3 of the Order of 8 September 2026 is extended to **9 November 2026**.
9. The dates for the provision of an agreed chronology and dramatis personae in paragraph 4(a) of the Order of 8 September 2026, and written submissions in paragraph 5 of that Order are amended. The agreed chronology, dramatis personae and skeleton arguments must all be served by no later than **16.00 on 23 November 2026**.
10. The rest of the Order of 8 September 2026 stands. The parties' attention is drawn in particular to the specific requirements of paragraph 5 of that Order.
11. The Defendants' strike out application is refused.
12. There is no order for security for costs.



Judgment

Introduction

1. This interlocutory judgment sets out the basis for the Order which has been made in relation to outstanding disputes in relation to disclosure, and on the Defendants' applications to strike out the claim and for security for costs.
2. The case is due to be heard at an in-person trial at the QICDRC premises on 9 December 2026. It concerns a claim and counterclaim arising between the three directors and sole shareholders in the First Defendant (the '**Company**'), which are procedurally complex and in which there is a lack of clarity about the pleaded issues. The parties are all self-representing. This has made it unnecessarily difficult and procedurally complex to reach a determination on outstanding disclosure requests, and necessary also to give a judgment/procedural direction in addition to resolving the disclosure requests, with a view to ensuring that the trial can proceed smoothly on the appointed date.

The background to this case

3. What follows is necessarily a very broad and incomplete summary of the issues arising between the parties, derived from the extensive pleadings and documents placed before the Court. There appears now to be a significant measure of common factual ground between the parties, but a lack of clarity about the basis of claims, against whom they are brought (and in what capacities), and the issues which remain.
4. It is common ground that the Claimant, the Second and Third Defendants and another named individual each own 25% of the Company, which is a Qatar Financial Centre ('**QFC**') company incorporated and licensed in the QFC on 7 March 2026. Its licensed activities are computer programming activities, IT consultancy and education and its authorised capital is \$100,000 (QAR 364,000).
5. It is common ground that upon incorporation of the Company, no shareholder paid his subscription in full. The Claimant had paid QAR 11,394 (approximately \$3,130) and the other shareholders had paid nothing as at 31 December 2024.
6. It is also common ground that the Claimant, Second and Third Defendants are and were at all material times directors of the Company. This means that aspects of the claim relating to purported removal of the Claimant as a director should fall away.



7. The Claimant asserts, though with lack of clarity as to how this took place, that he personally funded the Company's expenses and advanced \$135,000 which has not been repaid. It is not entirely clear from the pleadings, but this appears to be a claim in debt against the Company. It seems to be common ground that this was not based on a direct advance or loan. The Defendants say that the Claimant's case that he made payments directly on behalf of the Company to suppliers etc. is a new one, not encompassed in the initial pleadings, and deny that the Claimant was authorised by the Company to make any payments on its behalf. They also submit that there is no evidence that the Claimant did in fact make payments, to the level alleged or at all, and put him to proof on this and of any loss suffered.
8. The Defendants counterclaim for general/reputational damage and costs in the sum of QAR 635,000.
9. It is common ground that at a quorate board meeting on 19 August 2025, attended by the Second and Third Defendants, the board passed (or purported to pass) a resolution in relation to certain administrative measures pending an internal review into concerns which the Second and Third Defendants say had been brought to their attention and which they considered needed investigation to protect the interests of the Company. The resolution did not remove any directors of the Company, but it did remove the Claimant's access to the Company email and domain etc. The Claimant says that this was not, in truth, a protective measure, but may have been to exclude him from decisions which may have constituted a breach of copyright/theft of company property by transferring it to a new company (of which he was not a director or shareholder, but the Second and Third Defendants and the fourth shareholder of the First Defendant were). It is not presently clear whether or if so when the protective measures were lifted.
10. There is a dispute about whether the Claimant was notified of the board meeting on 19 August 2025 and may be a dispute as to whether the board as constituted was entitled to take the measures which it did.
11. The Claimant appears to accept that there is no claim for breach of copyright/theft of intellectual property before the Court, and that it would be the First Defendant, and not



any individual shareholder in the First Defendant, which would have standing to bring such a claim.

12. The Claimant alleges various breaches of specific provisions of the QFC Companies Regulations 2005 because of the Second and Third Defendants removing his access to the Company's email, domain and records without his consent (or it seems, proper authority). He says this prevented him from carrying out his duties as a director and exercising his rights as a shareholder and asks for the restrictions to be removed so that he can resume his activities as a director.
13. The relief which he seeks is to order repayment of the \$135,000, restore his access to the Company's systems and records, to declare that the Second and Third Defendants have breached their duties under the QFC Companies Regulations 2005 and to award him his legal costs.
14. The Defendants deny the Claimant's claims. They say he did not advance \$135,000 and that he instead owes the Company QAR 79,606 in unpaid share capital. They also say his access was changed following a valid board decision and that he was not removed as a director. The Defendants seek dismissal of the claim plus repayment of the unpaid capital and QAR 635,000 by way of damages in counterclaim.
15. The claim has a complicated procedural background. When the claim was initially filed, directions were issued for a trial, but the Claimant later asked for a stay of proceedings on account of what he said was an impending settlement agreement. Requests by the Court Registry for an update were left unanswered, and so the matter was struck out by the Registrar without prejudice ([2026] QIC (E) 9). The Claimant then filed a new claim in the same matter, on the basis that, more recently, the settlement agreement never materialised. Since he reissued the claim, the Claimant has given what he says are further particulars of how his claim arises, which the Defendants say are not a particularisation but a new case as to how he alleges \$135,000 was spent by him on the Company's behalf. The Defendants assert that this claim is not properly before the Court and no leave has been sought to amend the claim. They have, nonetheless, addressed the points made in their pleadings.



Clarification of claim required

16. It is not presently clear to the Court how much of the original claim remains in the light of the matters which have emerged, through pleading to be common ground. It appears that the Claim as originally pleaded may have narrowed in some respects in the light of factual matters which have emerged as common ground.
17. The Court will only consider (or order disclosure) in relation to matters specifically pleaded in this claim, and not speculative linked matters. It is also important to emphasise that at trial, this Court will consider only those matters which are pleaded in these proceedings, and which the Claimant has standing to bring, against all or any of the Defendants, as a director and/or shareholder in or creditor of the First Defendant. There is no pleaded claim against either the Second or Third Defendants or any other company for suspected intellectual property theft, the company alleged to have been involved in any such activity is not a party before the Court, and no such claim will be entertained as part of these proceedings. The Court says nothing about the merits or otherwise of such a claim.
18. In the light of the lack of clarity as to what issues remain between the parties, it is not clear to the Court whether at this stage that the Defendants are right to say that the Claimant's further particularisation of his claim goes beyond particularising or clarifying that which was pleaded, and amounts to a new claim, for which an amendment request has not been sought.
19. Accordingly, the Court orders that the Claimant particularise his claim as it now stands as required by paragraph 3 of the Order which accompanies this judgment. To be clear, the Court expects a table of each remaining allegation, where it is pleaded (in the claim and/or further particulars), and against which party – not another narrative document.
20. If, on reflection, the Claimant considers that any aspect of the claim as it now stands requires an application to amend, he must make this at the same time as the Clarification Document is provided.
21. The Defendants will then have a short opportunity to decide if they continue to take a pleading point.



Disclosure history

22. Pursuant to an Order of the Court dated 8 September 2026, it was provided that any disclosure requests pursuant to article 27.2 of the Rules and Procedures of the Court (the ‘**Rules**’) must be done by no later than 16.00 on 15 September 2026, with objections being lodged by 16.00 on 22 September 2026.
23. Lists of outstanding objections were required to be provided by 16.00 on 29 September 2026.
24. The Claimant sent a long and detailed (17 page) request for disclosure on 9 September 2026.
25. The Defendant sent a 5-page request for disclosure on 14 September 2026.
26. The parties agreed a response protocol in which each request for disclosure should be answered with one of the following responses: PRODUCED; ALREADY DISCLOSED (with precise reference); NO RESPONSIVE DOCUMENT EXISTS stated expressly; NOT WITHIN POSSESSION, POWER CUSTODY OR CONTROL, stated expressly and identifying the present holder if known; WITHHELD FOR PRIVILEGE, identifying the date, general nature and privilege asserted; REDACTED OR RESTRICTED FOR CONFIDENTIALITY, identifying the basis; or OBJECTED TO, identifying the specific ground and any narrower form proposed.
27. The Defendants gave an undertaking to the Court that they would take reasonable steps to preserve potentially responsive material pending final determination of the proceedings and requested a similar undertaking from the Claimant in respect of his own, bank, card, exchange and wallet records and communications. The Claimant gave this undertaking on 22 September 2026.
28. Unfortunately, the parties did not comply with the request for a single list of objections to disclosure.
29. Instead, the Claimant responded to the disclosure request with a list of what “*would be*” disclosed (with no actual disclosures) and what was objected to on 22 September 2026. The extent of his agreement to disclose is quite hard to ascertain from that document.



30. The Defendants responded with their own list of objections on 22 September 2026. Their objections rested on a number of bases:

- i. That the Claimant's disclosure requests were not made based on a properly pleaded case, and an assertion that what was now alleged was a substitution for his pleaded case, without an amendment request.
- ii. That these requests related to documents the Claimant already has or can obtain as a director.
- iii. That the request is disproportionate and/or duplicative.

31. There are also objections to some of the documents provided by the Claimant on the basis that they have been provided in Arabic and so (the Defendant says) it cannot respond to them. This Court accepts documents in Arabic or English, and translates them as required, but this process can create procedural problems if litigants speak only one of these languages.

32. The Claimant responded to the Defendant's document with a list of outstanding disclosure objections and requested directions on 29 September 2026, which, he said, constituted a 'material narrowing' of his requests.

Order for disclosure

33. The parties appear to agree the disclosure should be restricted to that which is relevant, reasonably necessary and proportionate (see *Jaeklein v SDI Sports LLC* [2025] QIC (F) 53 at paragraph 30). However, the parties do not agree the scope of the issues, and that makes agreeing the scope of disclosure also difficult. The Court has sought some further clarification of the issues.

34. The Court is conscious of the issues which being a dual-language Court can cause for some litigants. It is also aware that the further clarification of the Claimant's case which it has ordered may lead to some reconsideration of the disclosure required by parties. However, it does not wish to delay consideration of the disclosure request in the light of this, to avoid prejudicing prompt determination of the substantive claim.



35. Bearing in mind the Overriding Objective in article 4 of the Rules and the need to conduct case management in a manner proportionate to the scale of the claim before the Court, the Court has therefore reached a judgment on the outstanding/disputed requests for disclosure notwithstanding its request for clarification of the scope of issues.
36. The Defendants have made several requests for specific documents which it appears the parties consider the other party will be required to produce to make out their respective claim and counterclaims. Such specific requests are inappropriate.
37. It is for the Claimant to prove his claim at trial, not for the Defendant to require production of specific documents by which he will do this. If the Claimant does not produce documents sufficient to support his claim, it makes it less likely that he will prove it, and in their written arguments and at trial the Defendants can make such submissions on the inadequacy of the Claimant's case and evidential support for it as they think fit.
38. However, for the avoidance of doubt, all the documents upon which the Claimant intends to rely at trial **must** be produced by the disclosure date. Save by further order of the Court, no further documents may be relied upon.
39. Equally, the Defendants must also disclose any documents upon which they intend to rely to prove any general/reputational damages in their counterclaims.
40. In the light of the decision the Court has reached on requiring a Clarification Document from the Claimant, there will be a short further window within which the parties can seek further disclosure as specified in paragraph 6 of the Order which accompanies this judgment. The Court emphasises that this is not encouragement to the parties to make further disclosure requests, nor a general opportunity to re-open the disclosure requests determined in this judgment.

Strike out and security for costs

41. The Defendants seek to strike out the claims against them on various bases: that the Claimant lacks standing; that claims are improperly brought against the Second and Third Defendants which can only properly be brought against the First Defendant, the



Company; and that the purported particularisation of the claim is more fairly characterised as wholly a new claim. There may be force in some of these submissions, but that cannot properly be determined on a summary basis, and the application to strike out is refused.

42. The Defendants also apply for security for costs against the Claimant, inviting the Court to use the inherent case management power identified by the Court in *Amberberg Limited v Prime Financial Solutions LLC* [2024] QIC (F) 23. The Court does not currently have enough information before it to assess the Claimant's prospects of success at trial, financial position or whether it would be fair and reasonable on the facts to make such an order, without a trial of multiple and complex extraneous issues. It is not in a position to do this on an interlocutory basis, and the application for security for costs is refused.

By the Court,



[signed]

Justice Helen Mountfield KC

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

Representation

The Claimant was self-represented.

The Defendants were self-represented.



Schedule

1. Both parties are ordered to disclose all documents sought to which they have not made an objection and which are in their possession or control. In relation to disputed disclosure requests, the Court orders as follows in relation to each disputed request.

Claimant

2. It is a matter for the Claimant to establish his claim, upon which he bears the burden of proof, and accordingly none of the Defendant's specific requests for disclosure are ordered. However, for the avoidance of doubt, any documents relied upon by the Claimant must be disclosed on or before the specified date and the Claimant will not be permitted to rely upon any document not disclosed by that date.
3. In relation to the Defendant's requests for disclosure which remain outstanding:
 - i. Requests 1-6: The Claimant is ordered to provide every document relied upon to establish a payment made by him to discharge a liability on behalf of the First Defendant, the Company, including any document relied upon by him to establish that he was the party who ultimately funded any such transaction, whether directly from a personal account or indirectly by re-paying an amount funded through an account which was not ultimately funded by him.
 - ii. Request 7: The Claimant must disclose every document relied upon to evidence a request to any of the Defendants for reimbursement of costs incurred, or an understanding that they were incurred on the Company's behalf and would be reimbursed.
 - iii. Requests 8-12: The Claimant must disclose every document relied upon to evidence or particularise loss he says he has incurred.

Defendant

4. In relation to the Claimant's requests which remain outstanding:
 - i. Requests 3 and 6: These are refused on the basis that the Claimant has not at present particularised the purported payments/transactions in relation to which he seeks disclosure.



- ii. Requests 4 and 7: The Defendants are ordered to disclose the “*Financial Tracking & Payroll.xlsx*” file and to make the searches and disclosures sought or to give the undertaking as set out in the Claimant’s narrower request of 29 September 2026.
- iii. Request 5: The Defendants are ordered to disclose records of transactions with/payments made to Coinbound Inc, Economics Design and any documents in their possession or control requesting or acknowledging payment by the Claimant of company liabilities on or before 24 August 2025.
- iv. Request 6: The Defendants are ordered to disclose existing company records matching the specified wallet addresses.
- v. Request 8: This is refused on the basis that the relevant documents have already been disclosed, save that the Defendants are required to disclose any later board decision maintaining, varying, extending or terminating the protective measures.
- vi. Request 9: This is refused on the basis that documents sought are privileged.
- vii. Request 10: This is refused on the basis that the Claimant has no standing to claim in relation to losses which may have been suffered by the First Defendant, and on the basis that the Second and Third Defendants do not have custody of documents in the possession or control of EduShift Labs LLC (which is not before the Court) in their capacity as directors or shareholders of the First Defendant, the Company.
- viii. Request 11: This is refused based on the objections set out by the Defendants.
- ix. Request 12: Insofar as it relates to legal costs, if this becomes relevant, adjudication of costs will be a matter for the Registrar who may seek such documents as are relevant to that adjudication at the relevant date. Insofar as it relates to documents to be relied upon to prove a claim for general/reputational damages, the Defendants are ordered to disclose these.

