محكمة قطر الدولية
ومركز تسوية المنازعات
QATAR INTERNATIONAL COURT
AND DISPUTE RESOLUTION CENTRE

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

Emir of the State of Qatar

Neutral Citation: [2026] QIC (A) 19

IN THE QATAR FINANCIAL CENTRE

CIVIL AND COMMERCIAL COURT

APPELLATE DIVISION

[On appeal from [2026] QIC (F) 32]

Date: 19 November 2026

CASE NO: CTFIC0062/2025

AHMED MAHMOUD HASHIM

Claimant/Respondent

v

CHARLES CROSS – LONDON LLC

Defendant/Appellant

JUDGMENT

Before:

Lord Thomas of Cwmgiedd, President

Justice Fritz Brand

Justice Dr Talal Al-Emadi

Order

1. Appeal allowed to the extent of reducing the damages caused by abuse of right to QAR 279,000.

2. Application for permission to appeal on all other grounds dismissed.

3. No order as to costs of the appeal.

Judgment

Introduction

1. The Appellant ('**Charles Cross'**) seeks leave to appeal the judgment of the First Instance Circuit (Justice James Allsop AC; [2026] QIC (F) 32) dated 14 June 2026 ordering it to pay the Respondent (the '**Employee**') QAR 597,496.20 together with interest and costs.

2. We directed a rolled-up hearing. We grant permission only in respect of the award by the First Instance Circuit of damages for pecuniary loss and damages for moral damages for abuse of right.

Background

Facts

3. The Employee is an Egyptian citizen residing in Qatar with his wife and family. On 17 August 2021, he entered into employment as a fit-out manager based in Doha with Charles Cross, a company registered at the Qatar Financial Centre ('**QFC**'). The employment contract (the '**Contract**') was signed by Mr Ayham Hamed, in effect the general manager and the person in control of Charles Cross. The Employee had extensive experience in construction, project management and interior design. Under

the QFC Employment Regulations as then in force, his employment was under the sponsorship of Charles Cross from the commencement of his employment.

4. He ceased his employment with Charles Cross on 30 September 2023. There was a dispute as to whether he had been forced to resign or resigned voluntarily. The First Instance Circuit accepted the Employee's evidence that he had been forced to resign, being in effect given a month's notice which expired on 30 September 2023. Charles Cross provided an end of service statement in accordance with the QFC Employment Regulations (as amended).

5. On 10 October 2023, Charles Cross signed and provided to the Employee a certificate addressed to the Ministry of Labour in the following terms:

> *Subject: No objection certificate for change of employer with waiver of the notice period*
> *We, Charles Cross London (establishment ID…), hereby confirm that we have no objection to the transfer of sponsorship of [the employee], an Egyptian national holding QID Number …, to Higher Art Trading & Contracting (establishment ID …).*

6. Disputes then arose between the Employee and Charles Cross as to:

   i. The salary for September 2023 which was unpaid.

   ii. Payment due in lieu of annual leave.

   iii. The amount of the end of service gratuity.

   iv. Overtime.

   v. The entitlement of the Employee to a profit share under the Contract.

   vi. Reimbursement of expenses and funds used on two projects.

   vii. Other issues.

<u>The criminal complaint made against the Employee by Charles Cross</u>

7. On 13 May 2024, whilst these disputes remained unresolved, Charles Cross filed a criminal complaint alleging that the Employee had absconded on 28 August 2023 and

was misusing his residence permit status. Criminal proceedings were then brought for breach of his work permit by leaving the work of his sponsor.

8. On 23 May 2023, a criminal order imposed a fine of QAR 1000 and deportation. Mr Hashim objected to the order. The court of misdemeanours declared the criminal order to have lapsed and treated it as though it had never been issued on 4 June 2024. Independently, the court of misdemeanours determined the substantive allegations and ordered his deportation.

9. On 11 June 2024 Mr Hashim appealed against that judgment and on 16 July 2024, the appellate court set aside the judgment and acquitted him of the charge.

The claim brought by the Employee

10. On 6 November 2025, the Employee brought a claim in this Court against Charles Cross for monies due under the Contract. He also sought compensation for the "*material, moral, and familial damages*" arising from Charles Cross' failure to pay what was due under the Contract and for making the criminal complaint on the basis that it was "*false, malicious and retaliatory in nature*".

11. The Employee contended that Charles Cross had acted in bad faith with intent to harm him. He claimed fair, reasonable and comprehensive compensation in the sum of QAR 500,000 for the loss resulting from the non-payment of sums due under the Contract, for the moral and psychological harm resulting from the malicious and abusive action in making the criminal complaint, and for the social and familial damages arising from that.

12. Charles Cross counterclaimed for QAR 435,337 on the basis that the Employee had to account for the unspent amount of funds provided to him for two projects.

13. The claim came on for trial before the First Instance Circuit. It heard evidence from the Employee and a witness called on behalf of Charles Cross, but not Mr Ayham Hamed. It found that the Employee succeeded in his claim for sums due under the Contract in the sum of QAR 89,496.20. He also succeeded on the claim for damages for the malicious making of the criminal complaint in the total sum of QAR 508,000, QAR

225,000 being for moral damages and the balance for other specific losses as we set out below. The First Instance Circuit dismissed the Counterclaim.

14. Charles Cross sought to appeal on three matters:

    i. The finding that the criminal complaint was malicious and the damages awarded.

    ii. The dismissal of the Counterclaim.

    iii. Some of the award of sums due under the Contract.

The application relating to the criminal complaint

15. Two issues arose on the appeal as to the claim for damages for the making of the criminal complaint:

    i. Was the judge entitled to hold the complaint was made maliciously?

    ii. Was the Employee entitled to compensation in the sum of QAR 508,000?

Was the complaint made maliciously?

The finding made by the First Instance Circuit

16. The claim advanced was for abuse of right under article 63 of the Civil Code of Qatar (Law No. 22 of 2004; the '**Civil Code**'):

> *The exercise of a right shall be unlawful in any of the following circumstances:*
>
> *1. If the desired interest by such use is unlawful;*
>
> *2. If such use is intended solely to cause damage to others;*
>
> *3. If the interests desired are disproportionate to the harm that will be suffered by others; or*
>
> *4. If such use may cause unusually gross damage to third parties.*

17. That provision is applicable to the Employee's claim by reason of paragraphs 8 and 9 of Schedule 6 of the QFC Law (Law No. 7 of 2005).

18. The Claim Form alleged the issuing of the criminal complaint was malicious and had been made in bad faith with intent to harm the Employee in breach of article 63. In its Defence, Charles Cross did not put forward any specific defence to this claim other than a general denial and the characterisation of the claim as vexatious. That failure was specifically identified in the Reply served by the Employee:

> *The Defendant's complete silence on this issue, and its inability even to attempt a justification or explanation, amounts to an implicit acknowledgement that no lawful or factual basis exists to excuse its actions and confirms that the resort to criminal proceedings was nothing more than an illegitimate pressure tactic in the context of a purely employment-related dispute.*

19. The Employee served two witness statements in which his account and the loss he had suffered in consequence of the criminal complaint was set out. Although Charles Cross served two witness statements, nothing was said in either to explain or justify the making of the criminal complaint.

20. During the trial the First Instance Circuit made clear that there was no evidence from Charales Cross to contradict the evidence the Employee had given. It held that it was therefore not incumbent on the Employee to cross examine Charles Cross' sole witness on the making of the criminal complaint. The advocate for Charles Cross thereafter did attempt in his submissions both orally and in writing to give an explanation as to why Charles Cross had made the criminal complaint. The First Instance Circuit refused to entertain the submission as no evidence of the reasons for making the criminal complaint had been given by Charles Cross, even though the Employee had pointed that out in the Reply.

Our conclusion

21. In our judgment the First Instance Circuit was entirely correct in refusing to allow Charles Cross' advocate to make a submission with the objective of giving such evidence. Giving evidence is not and cannot be the function of the advocate. It blurs the distinction between (i) the advocate's proper function in making submissions on the evidence and his professional and ethical duties to the court, and (ii) a witness' function in giving evidence to the court on which it determines the factual issues. If there was an explanation for the making of the criminal complaint, evidence should have been



called, particularly in circumstances where Charles Cross had been put on notice in the Reply of the lack of explanation or justification.

22. Before us it was contended that the explanation was a matter of law as Charles Cross had duties as the employer in respect of immigration regulations and sponsorship. We reject that submission. Not only as is apparent from the judgment of this Court in *Arwa Zakaria Ahmed Abu Hamdieh v Lesha Bank LLC* [2022] QIC (A) 1 that the law and practice at the time of the events in issue needs to be examined in detail, but the actions of Charles Cross needed to be explained in the context of what had happened in relation to the sponsorship between September 2023 and May 2024. There was no evidence on those matters before the First Instance Circuit.

23. The First Instance Circuit was therefore fully entitled on the evidence before it to find at paragraph 28 of its judgment that the criminal complaint made by Charles Cross was made maliciously, deliberately, likely for the purpose of encouraging the Employee to abandon his claim and that it was a dishonest and disgraceful act. The First Instance Circuit was therefore right to hold that the making of the criminal complaint was an abuse of right under article 63 as the complaint was not made for a lawful purpose and was intended to cause damage to the Employee.

<u>The amount of damages payable for abuse of right</u>

24. Chapter 3 of the Civil Code sets out the damages payable for abuse of right. Under article 199 the person who committed the act that causes damage to another is liable to indemnify such damage in accordance with the provisions of articles 201 and 202.

> *Article 201*
>
> 1. *Damages payable by a person responsible for any unlawful act shall be limited to the loss incurred and profit forfeited by the aggrieved party, provided that the loss resulted from the unlawful act.*
>
> 2. *Such loss or forfeited profit shall be deemed a natural result of the unlawful act if it could not have been avoided by using reasonable efforts as required in the circumstances by a reasonable person.*
>
> *Article 202*
>
> *Indemnity against the unlawful act shall cover damages even where such damages are moral.*



25. The First Instance Circuit's assessment under articles 201 and 202 of the damages of QAR 508,000 comprised four heads:

    i. QAR 225,000 as moral damages. The First Instance Circuit did so on the basis explained in the illuminating and instructive judgment in *Patricia Jaecklein v SDI Sports LLC* [2026] QIC F12 at paragraphs 234-241.

    ii. QAR 198,000 for lost salary for a period of 9 months.

    iii. QAR 25,000 for defence legal costs.

    iv. QAR 60,000 as damages for loss of on-going damage to the Employee's earning capacity.

Compensation for pecuniary loss

26. It is convenient to consider first the three heads of damages for loss that could readily be calculated in monetary terms.

27. QAR 198,000 was awarded on the basis of the Employee's evidence that he was out of work for a continuous period of approximately 9 months, and his last salary had been QAR 22,000 per month.

28. There was, however, no documentation to support the claim. As became clear in the Employee's submissions to us, the period of 9 months was also the period between the time he ceased to work for Charles Cross and the decision of the criminal court on 4 June 2024. There were no documents (such as his attempts to find employment) or evidence (other than the brief statement he made) supporting either the period of loss employment attributable to the malicious complaint or the monthly monetary amount.

29. Given the submissions to us in which the Employee was evidently confused between the two periods of 9 months, his difficulty in explaining what had been done by him to gain employment and the lack of any real evidence, we cannot see any basis on which we can uphold the award of QAR 198,000. Our best assessment is that the only direct loss of employment that can be attributed to the malicious abuse of right is the period of about 2 months from the date of the complaint on 13 May 2024 to acquittal by the appeal court on 16 July 2024: for that period the amount of loss is assessed by us as

QAR 44,000. The appeal must be therefore allowed to that extent and the damages for this head of loss reduced to QAR 44,000. His claim for loss of earning capacity is dealt with in paragraph 31 below.

30. There was no documentation that evidenced the amount paid for the defence of the criminal complaint. It was pleaded as QAR 25,000 and accepted by the Court as incurred. As the First Instance Circuit accepted that the Employee was a truthful witness, we can see no basis on which this head of damage can be challenged.

31. The claim for loss of earning capacity was not specified by the Employee. The Judge was right to find on the evidence that the fine and order for deportation, although set aside on appeal, was likely to affect his employability and earning capacity. QAR 60,000 was awarded by the First Instance Circuit. We consider there is no basis on which this amount can properly be challenged.

The claim for non-pecuniary loss: moral damages

The nature of moral damages in Qatari law

32. Moral damages are awarded for non-pecuniary harm (or harm that cannot readily be given a monetary estimate) that affects a person's honour, reputation, or status or his emotion and feelings, fundamental rights and the like. It has been long recognised as a head of damage in Islamic law and in the State of Qatar (see for example, MM Dodeen, Compensability of Moral Damage in Islamic Contract Law: A comparative analysis of the Palestinian Jordanian and Qatari Civil Codes' (2020) 34 Arab Law Quarterly 167).

33. In this respect the law of the state of Qatar is different to some other systems of law. Some carefully circumscribe compensation for non-pecuniary loss suffered by a person in his honour, reputation or status or his emotion and feelings where such loss arises as a result of breach of contract – see for example the law of England as set out in a series of decisions from *Addis v Gramophone Co* [1908] AC 488 onwards as summarised by *McGregor on Damages* (22nd edition, Sweet & Maxwell 2026) at paragraphs 6-23 to 6-035.

34. In the QFC, articles 100 and 101 of the QFC Contract Regulations 2005 contain no specific restriction on the award of damages that can be made for such non-pecuniary loss arising in a contractual context. Indeed it is to be noted that the UNIDROIT

Principles of International Commercial Contracts from which many of the Regulations are derived makes clear that full compensation for harm suffered as a result of breach of contract includes non-pecuniary harm such as emotional distress (see article 7.4.2 in the 2004 and 2016 editions and the commentary). As there is nothing in the QFC laws that specifically addresses the issue of such damages, the provisions of the law of the State of Qatar applies.

35. The present claim for damages, although arising in the context of a dispute about payments due under a contract of employment, is not a claim in contract, but for abuse of right. However, in the development of the jurisprudence in the law of Qatar, no distinction is made in the Civil Code between such damages for breach of contract and for other wrongs such as abuse of right.

The development of the case law in this Court on moral damages

36. An award for moral damages was first made in this Court in September 2022 by the First Instance Circuit in *Arwa Zakaria Ahmed Abu Hamdieh v Lesha Bank LLC* [2022] QFC (F) 17 as one of the heads of damages in her claim for damages against an employer for allegedly failing to assist in the transfer of sponsorship on the termination of employment under the law as in force in 2021-2022. The Court said at paragraphs 38-39 (whilst this judgment was set aside by the Appellate Division – [2023] QIC (A) 1 – the principles are still pertinent; see below):

> *38.… the defendant conceded that in principle, emotional anxiety and stress would constitute a recoverable head of damages in our jurisdiction. We believe the concession was rightly and fairly made. Article 10 of the Regulations and Procedural Rules, which defines the jurisdiction of this Court, focuses its limitations on remedies as opposed to causes of action. Hence Article 10.3 affords us jurisdiction "to grant all such relief and make such orders as may be appropriate and just …" while article 10.4.3 expressly contemplates an award of damages. The QFC Law … does not expressly refer to this kind of damages, but at the same time it does not preclude an award of this nature. Article 100 of the QFC Contract Regulations, which restricts damages to those arising directly from the breach or within the reasonable contemplation of the parties, clearly does not preclude a claim for non-pecuniary damages which satisfies these requirements. Qatar National Law, which is the closest analogy, expressly recognises non-pecuniary or moral damages in terms of Article 202 of the Civil Code.*
>
> *39.…. We believe the correct approach in this jurisdiction is to draw an analogy with the approach in many other jurisdictions, where awards for non –*

pecuniary damages are confined to moderate amounts. After all, they are aimed at solace and consolation rather than compensation. The recognised approach is that the amount should not be so low as not to indicate disapproval, but nor should it be disproportionate to damages awarded for actual injury. In all the circumstances we believe an award of QAR 50 000 under this heading will be fair. So, that is the amount we award.

37. In *Khadija Al-Marhoon v Ooredoo Group Company* [2023] QIC (F) 5, the First Instance Circuit made an award of moral damages in another employment case holding at paragraph 138 (this award was also set aside on appeal; see below):

> *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.*

38. Both cases subsequently came on appeal to this Court in May and July 2023:

    i. In *Arwa Zakaria Ahmed Abu Hamdieh v Lesha Bank* [2023] QIC (A) 1, we held that the Claimant's claim failed; it was therefore not necessary for us to consider the claim for moral damages – see paragraph 103 of the judgment.

    ii. In *Khadija Al-Marhoon v Ooredoo Group Company* [2023] QIC (A) 5, we held that the claim for moral damages was not appropriate in all the circumstances of that case. We observed at paragraphs 59-63 that moral damages could be awarded in a proportionate amount for injury that went beyond the merely financial and material in circumstances where individuals had suffered stress and distress because of their unlawful treatment. Where dismissal was in breach of the employment contract and there was something in the conduct of the defendant and in the degree of injury suffered by the claimant, moral damages could be awarded. The courts would delineate the principles on a case-by-case basis having regard to the conditions in Qatar and the position of the QFC and other bodies in



Qatar as important international markets which sought to set standards by giving effect to international standards.

39. Since those two decisions, there have been a number of further decisions where the First Instance Circuit has made an award of moral damages including *Amani Amori v QLM Services Company* [2025] QIC (F) 68, *Patricia Jaecklein v SDI Sports LLC* [2026] QIC (F) 12 (to which the First Instance Circuit referred in this case) and *Mohamed Mubarak A-Hitmi v Charles Cross and Ayman Abdelghaffar* [2026] QIC (F) 68.

40. In the light of the number of decisions, the further full consideration given by the Court in *Patricia Jaecklein* by reference to the article by Professor Dodeen and the plain requirement in the present case for an award of moral damages, we have considered the principles in the light of Qatari jurisprudence.

41. We have had particular regard to the article by Professor Dodeen, the following decisions of the Court of Cassation: No. 25 of 2008, No. 190 of 2010, No. 89 of 2016 No. 124 of 2016, No. 95 of 2016, and the work by Illias Bantekas and Ahmed Al-Ahmed, *Contract Law of Qatar* (Cambridge University Press, 2023), at pages 157-8.

<u>The applicable principles of the award of moral damages in this Court</u>

42. Drawing together the development in the case law of this Court and of the Court of Cassation, the principles for the award of moral damages as they are to be applied can be summarised as follows.

    i. The principles are the same whether the harm is suffered as a result of breach of contract or a tort (delict) or an abuse of right.

    ii. The primary aim of the award of moral damages is compensation for harm for which no monetary calculation can be made easily. The compensation is assessed by reference to the reputation, honour, feelings or the like which have been damaged. As the Court of Cassation said in decision No. 190 of 2010 (amplifying the citation made in *Patricia Jaecklein* at paragraph 236):

> *Compensation for moral damage is not intended to erase it or remove it from existence, since it is a kind of damage that is neither erased nor*

removed by material compensation; rather, it is intended to enable the injured party to obtain a substitute for the moral harm suffered: the loss does not disappear, but alongside it stands a gain that compensates for it. There is no fixed criterion for the cases of moral compensation, since any harm that injures a person in his honour and standing, or affects his emotions, sensibilities and feelings, may be the subject of compensation.

iii. As was made clear in the decisions of the Court of Cassation – No. 95 of 2016 and No. 89 of 2016 –the compensation for moral damages must be balanced with the purpose for which it is imposed. It must also be commensurate with the harm, neither less than it nor exceeding it, guided by all the circumstances of the case. In assessing compensation regard must be had to the extent of the pain and grief suffered by the injured party, so that the compensation consoles him, and does not, by reason of its smallness, increase his pain and so wrong him, when the purpose is to console him. In making that assessment, account must be taken of all the injured person's circumstances including health, age and social standing.

iv. Moral damages are not punitive damages; therefore, punishing the wrongdoer for what he has done is not the objective. Account however can be taken of all the circumstances surrounding the injured party. The deliberate character of a false accusation may properly be seen as aggravating the injury to reputation and feelings, and thus increase the award. What is excluded is increasing the award to punish.

v. Assessment is for the First Instance Circuit. It must identify the elements of the moral harm for which it is awarding compensation and should as a matter of good practice make the assessment of moral damages separately from the damages for which a monetary amount can be calculated. However, a global assessment which explains how the global amount has been assessed as proper compensation is permissible. Care must be taken to ensure there is no double recovery. Because moral damages compensate for harm to reputation and feelings, care is needed to ensure that a separate head of damages does not compensate for the same harm twice.

vi. If the assessment by the First Instance Circuit is within the reasonable range of assessments open to it, this Court will not interfere with the assessment.

Our conclusion on the decision of the First Instance Circuit

43. The First Instance Circuit in the present case was guided by the observations in the caselaw of the court which we have set out and by its consideration of the principles in its earlier decision in *Patricia Jaecklein.* The circumstances and reasons for the making of the assessment were clearly set out by the First Instance Circuit. At paragraphs 33 and 34 full reasons were given as to why the baseless complaint was intended to cause grave injury to the good name, dignity and honour of the Employee and his family and did in fact cause such injury. The basis of the award of damages was carefully set out. A clear explanation was given as to why there was no double recovery.

44. The actions of Charles Cross were malicious in falsely and dishonestly using a criminal complaint to try and gain advantage in a civil dispute. Although such conduct is to be gravely and unreservedly condemned, it is not permissible to award moral damages on the basis they are punitive and intended to deter such conduct. What is relevant is the effect on the injured party; it is that for which compensation is awarded. The circumstance in this case which plainly caused very serious damage to the Employee's feelings and reputation was the deliberate decision by Charles Cross to make a false criminal complaint and expose him to criminal penalties. The effect of making such a complaint would have been grave for anyone, but for a non-national working in Qatar it exposed him to the risk of deportation and to the ruin of his family life in Qatar. Knowledge that his former employer had deliberately and falsely exposed him to those serious risks must have injured him greatly. It was compensation for that injury which the First Instance Circuit rightly placed at the forefront of its assessment. As it said at paragraph 38, it was necessary to make the Employee whole.

45. The assessment made by the First instance Circuit was for payment of a very substantial amount taking the range given by the First Instance Circuit in *Khadija Al-Marhoon.* We have considered that range in the light of the decisions of the Court of Cassation and the factors that a trial court must consider. For example, in decision No. 95 of 2016, a claim was brought (i) for abuse of right because of a criminal complaint in respect of a bounced cheque and (ii) against the bank for gross negligence. The Court of Cassation itself awarded QAR 200,000 against both Defendants reversing an appellate court decision to award QAR 30,000 which it had awarded when setting aside the First

Instance decision to award QAR 400,000. Taking these decisions into account and the principles we have summarised, we consider that the range given in *Khadija* was the appropriate range, the maximum figure of QAR 250,000 being reserved where injury of the utmost gravity was suffered. When assessing the amount of the award, the focus of the Court must be in ensuing that the award is commensurate with the harm suffered and although account can be taken in assessing the effect of the harm of deliberate character of the false accusation, the award must not have a punitive element.

46. Although we have no doubt that the harm suffered by the Employee was serious, account must be taken of the fact that this was a case where the criminal proceedings against the Employee were set aside after 2 weeks and the whole of the proceedings set aside within 2 months, a substantially shorter period than in other cases. In our judgement, the First Instance Circuit placed the injury suffered too high in the scale of the reasons we have given. An award of QAR 150,000 would have been one at the top of the permissible range. We therefore substitute an award of that amount, allowing the appeal on the amount of moral damages Taking that reduction with the reduction we have made for the loss of earnings as set out, we allow the appeal to the extent only of reducing the amount of the pecuniary and moral damages to QAR 279,000.

Counterclaim

47. On the appeal, Charles Cross contended that the First Instance Circuit had been wrong in dismissing its Counterclaim for QAR 435,337 which it had raised by way of set off.

48. Charles Cross' Counterclaim arose out of the work done by the Employee in managing two projects – the Al-Hitmi villa project and the Al-Sarraf project because of him being provided with monies by Charles Cross in the form of petty cash to be expended by him on the two projects. A dispute arose as to whether the monies had been properly expended on the projects or whether monies were owed by him to Charles Cross as money received by him but not spent.

49. It was the Employee's case that he had asked for an accountant to assist him during the projects in keeping proper accounting records, but Charles Cross had refused. He therefore kept the invoices himself and recorded them on a spreadsheet.



50. After he had left his employment, Charles Cross retained a firm of auditors and accountants, Faraj Ibrahim Abu Tawela and Partners, to examine the amounts. It issued a report on 5 December 2023 to the effect that there was a shortfall between the funds provided and the expenditure of QAR 435,337 which it was said should be paid by the Employee to Charles Cross.

51. At the trial the First Instance Circuit heard and accepted the evidence of the Employee that the Employee had produced with the assistance of Mr Hazem Salah a report and reconciliation (with schedules and annexes) dated 30 May 2024 setting out the monies paid to the Employee for the projects and the amounts expended for which there were vouchers. That showed that money was due to the Employee which (after an adjustment made for what the Employee had said in his evidence) amounted to QAR 28,121. The First Instance Circuit found at paragraph 68:

> *The schedules and annexes depend for their accuracy upon the truthfulness of the Claimant's evidence that all substantiating invoices and documents concerned the two projects in question. I accept his evidence and I so find.*

52. That finding was plainly open to the Court and there is no basis on which it could be challenged.

53. It was submitted to us on behalf of Charles Cross that the First Instance Circuit should have directed that the report of Faraj Ibrahim Abu Tawela and Partners be remitted by the Court together with the report Mr Hazem Salah for expert determination of the amounts due and owing. The First Instance Circuit should not have determined the dispute itself at the trial as it was not its function, and it was not equipped to do so. What was required was a detailed examination of all the vouchers, spreadsheets and other documents by accountants before an expert.

54. We cannot accept this submission. As is apparent from the judgment of the First Instance Circuit that determination was far simpler, as it depended on an assessment of the truthfulness of the Employee. Even if the determination had required a much more detailed examination of the vouchers, documents and accounts, these were matters for determination by the First Instance Circuit as no specialist knowledge was required – see the observations of this Court in *Business Box Consultancy v Abdulla Al Darwish Fakhro* [2021] QIC (A) 8 as to when expert evidence is necessary. In this Court



accordance with its procedural rules, the Court does not remit issues for decision by an expert but determines the issues itself, unless there are specific circumstances that require it (such as the valuation of property) and an order is made to that effect after giving both parties the opportunity to make submissions.

55. As the finding made at paragraph 68 cannot be impugned, there is no basis for impugning the rejection of the entirety of the Counterclaim and set off for the reasons given at paragraph 84 of the judgment:

> *...I reject any claim for unaccounted for moneys of sum QAR 435,337. These were sums said not to be approved due to the absence of valid vouchers or the submission of formal invoices. As I have said earlier, the question is not the standard of the accounting documentation but the truth of whether these moneys were paid out in undertaking the work for the Al-Hitmi and Al-Sarraf projects. I find that they were and therefore there is no debit balance owing by the Claimant to the Defendant.*

56. We therefore dismiss this part of the application to appeal.

Disputed amounts under the Contract

57. As we have explained at paragraph 6, above, there were a number of disputes as to other sums said by the Employee to be due to him. We have considered the dispute over monies expended on the two projects. The findings of the First Instance Circuit on the remaining issues can be summarised briefly:

    i. The unpaid salary for September: the First Instance Circuit found that the amount of QAR 23,000 due was admitted.

    ii. Payment due in lieu of annual leave: the First Instance Circuit held that the gross monthly salary was QAR 22,000 and the basic salary was QAR 13,000. Therefore, in the calculation of daily remuneration, the figures of QAR 657.53 and QAR 361.64 used in the end of service statement were not appropriate and should have been QAR 723.28 and QAR 427.39, respectively. The First Instance Circuit found at paragraphs 47-48 that the Employee was entitled to 21 days' paid leave each year and therefore his entitlement was 40 days rounded. It also awarded him the flight ticket.



iii. The amount of the end of service gratuity: the First Instance Circuit found at paragraph 51 that the Employee was entitled only to QAR 17,944 and not QAR 30,800 as claimed.

iv. Overtime: the First Instance Circuit awarded QAR 60,000 to include 7 days of public holidays.

v. The entitlement to out of pocket expenses*:* the First Instance Circuit awarded QAR 16,000 out of the QAR 48,544 claimed.

vi. 15% profit claim and other claims for QAR 250,000: the First Instance Circuit rejected the loss of profit claim on the basis that the clause in the Contract did not on its true interpretation entitle the Employee to any payment. The claim for QAR 250,000 was dismissed as it was unparticularised.

58. Charles Cross challenged the findings of the First Instance Circuit on the unpaid salary, the calculation of leave entitlement, the award of overtime and the award for out-of-pocket expenses. It relied on the dismissal of the claims on which the Employee had made to show that the Employee was not a witness whose testimony should have been accepted and it also relied on the lack of documentation.

59. However, as it clear from the very careful and detailed judgment and our examination of the bundles placed before us, the First instance Circuit was entitled to reach the decisions it did on the disputed items arising from the Contract. Nothing put before us cast any doubt on the correctness of the decisions reached on these matters by the First Instance Circuit. We therefore also dismiss this part of the application for permission to appeal.

By the Court,



[signed]

Lord Thomas of Cwmgiedd, President

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

Representation

The Claimant/Respondent was self-represented.

The Defendant/Appellant was represented by Mr Mohamed Ragab of the law firm of Mohammed Saud Al-Khater, Lawyer & Legal Consultant (Doha, Qatar).

DIGITALLY SIGNED AND VERIFIED
موقّع رقمياً ومعتمد