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 (F) 75

IN THE QATAR FINANCIAL CENTRE

CIVIL AND COMMERCIAL COURT

FIRST INSTANCE CIRCUIT

Date: 3 November 2026

CASE NO: CTFIC0011/2026

DWF LLP (QATAR BRANCH)

Claimant

v

QATAR BUILDING COMPANY WLL

Defendant

JUDGMENT

Before:

Justice Dr Georges Affaki

Order

1. The Claimant's application for anonymisation is granted in the terms recorded in this judgment.

2. The Claimant's application for the proceedings to be sealed is dismissed.

3. The Claimant's claim in respect of unpaid fees succeeds. Accordingly, the Defendant is ordered to pay the Claimant QAR 4,147,277 in respect of the 38 invoices listed in paragraph 49.

4. The Defendant is ordered to pay the Claimant simple interest at 5% per annum on the amounts outstanding under those invoices, accruing after one calendar month has elapsed from the date of each outstanding invoice, until payment.

5. The Defendant's counterclaims for unjust enrichment and damages are dismissed, save for nominal damages in the amount of QAR 20.

6. The Claimant is entitled to recover from the Defendant 70% of its reasonable and proportionate costs of these proceedings, the amount of these costs to be assessed by the Registrar if not agreed between the parties within 14 days of the date of this Judgment.

7. The Defendant must pay to the Claimant the amounts in paragraphs 3 and 4 above, less the QAR 20 awarded under paragraph 5 above, within 21 days of the date of this judgment.

8. The Defendant must pay to the Claimant the amount in paragraph 6 above no later than 21 days after the date of the parties' agreement on that amount or the Registrar's assessment of that amount.

Judgment

Introduction

1. This judgment concerns a claim for unpaid professional fees brought by DWF LLP (Qatar Branch), the QFC branch of a limited liability partnership incorporated in England and Wales and registered in the QFC (the '**Claimant**' or '**DWF**'), against its former client Qatar Building Company JLC, a construction company registered in



Qatar (the '**Defendant**' or '**QBC**'). The claim concerns a total of 38 invoices.

2. In accordance with this Court's decision to grant the Claimant's application for the anonymisation of third parties and non-essential details of the underlying arbitrations, this judgment will refer to the matters that are the basis of the Claimant's claim for unpaid fees by using, where necessary, the coding suggested by the Claimant in its Skeleton Argument at paragraphs 12 and 16.5, and agreed by the Defendant at the hearing.

3. On 21 April 2026, the Claimant commenced legal proceedings against the Defendant before this Court, seeking an order for the Defendant to pay:

    i. QAR 4,053,617 under 33 unpaid invoices, together with 6.5236% annual interest from the due dates of those invoices until the date of payment, for legal work done in relation to the S, AG, DR, ETC and AE disputes;

    ii. costs; and

    iii. any other relief as appropriate.

4. On 12 July 2026, the Defendant filed its Statement of Defence and Counterclaim, asking the Court to:

    i. dismiss the Claimant's claims;

    ii. declare that the Claimant has breached its contractual and fiduciary duties;

    iii. order a "*full accounting between the parties*";

    iv. order the Claimant to pay QAR 5,200,000 by way of restitution of overpayments;

    v. order the Claimant to pay damages amounting to QAR 5,000,000; and

    vi. order the Claimant to pay its costs and interest on any sum awarded.

5. On 2 August 2026, the Claimant filed its Reply to Defence and Counterclaim, seeking, in addition to the sums already sought in its Statement of Case, payment of QAR 93,660 for five additional invoices issued between 24 April 2026 and 28 May 2026 relating to work undertaken in the DR, AG and S disputes, plus 6.5447% annual interest from the due dates of those invoices until the date of payment.



6. On 9 August 2026, the Court issued an order directing that requests for disclosure pursuant to article 27.2.2 of the Rules and Procedures of the Court (the '**Rules**') should be made by 16 August 2026, and witness statements filed by 3 September 2026.

7. No request for disclosure was submitted by either party. On 3 September 2026, the Claimant submitted Mr Kirk Durrant's witness statement.

8. On 16 September 2026, the Defendant uploaded, without notice, a new document to the eCourt platform for inclusion as evidence in the hearing bundle.

9. On 17 September 2026, the Defendant sought permission to submit an additional written submission.

10. On 20 September 2026, the Registrar refused the Defendant's application to file and serve a further submission and the Defendant's application for additional documents to be admitted in evidence. The Registrar directed that, as a result of the rejection of the Defendant's application for the inclusion of new evidence, those documents "*may not be referred to in the skeleton argument*".

11. On 17 September 2026, the Claimant uploaded the hearing e-bundles.

12. On 24 September 2026, the parties served skeleton arguments.

13. On 26 September 2026, the Claimant submitted an application to exclude or strike out the Defendant's skeleton argument on the basis of the Defendant's introduction of new evidence, new allegations and defences, and failure to cross-reference the hearing bundles.

14. On 6 October 2026, a public hearing took place.

15. At the hearing, both parties were represented, with Simon Hale KC acting for the Claimant and Ahmed Al Mushiri for the Defendant. Mr Durrant was cross-examined by counsel for the Defendant and answered questions from the Court based on his witness evidence.

The factual background

16. The material factual background may be summarised as follows.

i. On 17 December 2018, the Claimant, the Defendant and another company ('**C**') entered into a letter of engagement (the '**LoE**'). The initial instructions were to advise and represent the Defendant and C in preliminary jurisdictional challenges in two arbitrations commenced against them by S and AN respectively, arising out of the same construction project in Qatar.

ii. Between 17 December 2018 (the date of conclusion of the LoE) and 11 April 2026 (the date of its termination), the Claimant provided legal services to the Defendant across 17 matters. The invoice bundle contains 44 invoices issued before termination: the 33 invoices forming the original claim and 11 historical invoices supplied for context. It also contains the five further invoices issued after termination and added to the claim.

iii. On 13 July 2023, the Claimant's Managing Partner, Mr Kirk Durrant, asked Mr Hossam Abu Al Ola, QBC's Group Legal Counsellor, whether the Defendant had any objections to DWF advising certain entities on a dispute against a joint venture involving other entities. The Defendant replied with a voice message that "*Actually, we don't have participants in this JV* […] *we have no issue at all advising* [L's parent company]."

iv. On 4 and 5 January 2025, Mr Durrant and Mr Abu Al Ola exchanged proposals concerning fee write-offs, discounts and caps for closed and ongoing matters. Negotiations continued thereafter. Further agreement was reached on 21 April 2025, although the fee caps for the AG and DR disputes remained to be agreed and were subsequently settled.

v. On 30 January 2025, the Secretariat of the International Court of Arbitration of the International Chamber of Commerce ('**ICC**') notified the Defendant of ICC arbitration proceedings commenced by another entity ('**L**'), represented by the Claimant, against the Defendant and another party as co-respondent.

vi. On 21 December 2025, the Claimant submitted its statement of account, listing unpaid legal fees for seven matters in relation to which the Claimant indicates it had been instructed by the Defendant. The statement of account issued by the Claimant showed a total of QAR 7,331,453.18 of unpaid fees.



vii. On 30 December 2025, the Defendant issued a bank instruction to transfer QAR 3,000,000 to the Claimant in "*partial settlement for statement of account dated 21/12/2025.*"

viii. On 31 December 2025, Mr Abu Al Ola sent a WhatsApp voice note to Mr Durrant, in which, following reference to the anticipated receipt by the Defendant of funds from an external source, he confirmed that the "*remaining value*" under the outstanding invoices would be "*paid before 30 March*".

ix. On 24 February 2026, Mr Durrant sent a WhatsApp message to Mr Abu Al Ola, asking him to confirm whether "*we are still good for full payment end of March*". On the same day, Mr Abu Al Ola replied "*I'm doing payment now. After transferring will see the remaining value and give you acceptable plan*". Upon a further WhatsApp message enquiry from Mr Durrant on the same date on whether "*the plan will still conclude all payments by end of March*", Mr Abu Al Ola replied "*This is my plan until now. But delaying mp case might put me in critical pass but I will manage as priority so we can be ok by end of March*".

x. On 16 March 2026, the Claimant issued a statement of account to the Defendant showing a total outstanding amount of QAR 5,430,765.18 due under five matters: "*the S dispute*", the "*DR dispute*", the "*AG dispute*", the "*AE dispute*", and the "*ETC dispute*".

xi. On 30 March 2026, Mr Durrant sent a WhatsApp message to Mr Abu Al Ola asking him to confirm:

> […] *that you are aware that we (DWF) are acting for* [the arbitration claimant] *on the Road Settlement Arbitration in which the QBC/* […] *joint venture is on the other side and that QBC has no objection to us acting for* [the arbitration claimant] *in that matter? I know you already confirmed this verbally but our compliance folks need a confirmation in writing* […].

Mr Abu Al Ola replied

> […] *Yes confirmed. I will do.*

xii. On 4 April 2026, the Defendant shared with the Claimant a copy of a SWIFT transfer message relating to a payment of QAR 1,638,363.18 to the Claimant. On 5 April 2026, the Claimant thanked the Defendant for "*sorting this payment*

and for sending across the swift transfer" and confirmed that the payment had been received.

xiii. On 8 April 2026, the Claimant informed the Defendant that the amount of QAR 1,638,363.18 had been allocated to DWF's oldest invoices and provided an updated statement of account showing total outstanding fees of QAR 4,053,617 incurred in relation to the S, AG, DR, ETC and AE disputes. In the same email, the Claimant stated:

> *We would be grateful if you could kindly provide an update on the payment status on our QBC following matters. We would appreciate settlement of the outstanding invoices within this month. Your assistance in resolving these matters is greatly appreciated. We look forward to hearing from you.*

xiv. By letter dated 11 April 2026 (the '**Termination Letter**'), the Claimant terminated the LoE:

> *... in accordance with Clause 4(g) of the Terms* […] *due to the continued non-payment of very long outstanding fees, which currently total QAR 4,053,617 per the enclosed statement of Account dated 8 April 2026*.

In the letter of termination, the Claimant noted that:

> *for the avoidance of doubt, we will cooperate with any lawyers appointed by you in relation to the prompt transfer of files if so directed by you*.

xv. On 12 April 2026, the Claimant wrote to the Defendant offering:

> *… to assist with an orderly transition in relation to: (i) the ongoing set-aside applications in respect of the* [S dispute] *final award before the QICDRC; and (ii) the* [AG dispute] *arbitration.*

xvi. In relation to the S proceedings, the Claimant noted its understanding that the Defendant was in the process of finalising a settlement with S and that, once concluded, the Defendant would discontinue both set-aside applications by sending the draft email provided by the Claimant to the Court. In relation to the AG arbitration, the Claimant recalled that the arbitration was suspended until 30 June 2026 to allow the parties to have their settlement agreement notarised.

xvii. By separate email on that same date, the Claimant wrote to the Defendant offering "*to assist with an orderly transition of the* [DR dispute] *and* [AE dispute] *arbitrations*". The Claimant enclosed a "*very advanced (near-final) draft of the Respondent's costs submission*" to be filed in the DR dispute



arbitration and noted that both closing and costs submissions had already been filed in the AE dispute arbitration, thus leaving "*no steps envisaged at this time*".

xviii. Between 24 April 2026 and 28 May 2026, the Claimant issued five additional invoices relating to work undertaken in the DR, AG and S disputes before and immediately after the termination of the LoE.

Analysis

17. I shall first address the Claimant's applications concerning anonymisation and the exclusion of the Defendant's skeleton as preliminary issues. Second, I shall consider the Claimant's claim for payment and interest. Third, I shall determine the Defendant's counterclaims for declaratory relief, restitution and damages, then proceed to allocate the parties' costs.

18. The jurisdiction of this Court and the law applicable to these proceedings are not in dispute. Clause 18(j) of the Terms of Business (the '**Terms**') attached to the LoE provides as follows:

> *These terms shall be governed by and interpreted in accordance with QFC law and any claim arising out of any matter we handle for you shall be subject to the exclusive jurisdiction of the QFC Courts (save in relation to the enforcement of any judgment obtained by us against you). Each party irrevocably waives any right it may have to object to an action brought in those Courts, to claim that the action has been brought in an inconvenient forum, or to claim that those Courts do not have jurisdiction.*

19. The Court has jurisdiction under article 8.3(c)(4) of Law No. 7 of 2005, as amended (the '**QFC Law**'), and article 9.1.1.4 of the Rules, the dispute arising from a retainer between an entity established in the QFC and an entity established in the State outside the QFC. Clause 18(j) confirms the parties' submission to this jurisdiction and their choice of QFC law. The QFC Contract Regulations 2005 (the '**Contract Regulations**') accordingly apply.

Preliminary issues

<u>The Claimant's application for these proceedings to be anonymised and sealed</u>

20. The Claimant asks that these proceedings be anonymised and sealed, pursuant to paragraphs 2 and 5 of Practice Direction No. 1 of 2023 (Access to Documents and Confidentiality), to protect the confidentiality of the arbitration proceedings

referenced in the pleadings. At the hearing, the Defendant confirmed that it did not object to the proceedings being anonymised.

21. In the present circumstances, the anonymisation of the identity of third parties and other details regarding these arbitrations that are not otherwise central to the dispute is a proportionate measure which would not detract from the proper understanding of the case and I therefore see no obstacle in granting it. I have, however, found no sufficient reasons for the court file to be sealed and, in the interests of the principle of open justice, the Claimant's application for these proceedings to be sealed is dismissed.

The Claimant's application for certain paragraphs of the Defendant's skeleton to be excluded

22. The Claimant avers that certain paragraphs in the Defendant's skeleton amount to a late attempt to introduce new factual allegations and supporting evidence without leave from the Court, which would, if admitted, prejudice the Claimant.

23. Accordingly, the Claimant requests the Court to strike out the following paragraphs from the Defendant's Skeleton Argument:

    i. paragraphs 12(a), 13 to 23, which concern new allegations of professional negligence and breach of contractual obligations arising out of the AE dispute arbitration;

    ii. paragraphs 12(c), 31 to 37, and 49 to 54, which concern new allegations on the purported lack of authority of Mr Abu Al Ola to represent the Defendant; and

    iii. paragraphs 38 to 56, which concern new developments on the alleged conflict of interests arising out of the Claimant's representation of L in an arbitration against the Defendant.

24. The Claimant avers that these matters should have been pleaded in the Defendant's Statement of Defence and Counterclaim in accordance with Chapter 7.6 of the User Guide (the Maroon Book). The Claimant further notes that the purpose of the skeletons, as noted in Chapter 17.2 of the Maroon Book, is to identify those points which are, and are not, in issue, and the nature of the argument in relation to the points in issue.



25. At the hearing, in reply to a question from the Court, the Defendant explained that the late introduction of these new defences and counterclaims was the consequence of counsel being instructed only after the submission of the Defendant's Statement of Defence and Counterclaim, and of new elements coming to light after the submission of the Defendant's Statement of Defence and Counterclaim. The Defendant also acknowledged that it had not sought leave to amend its Statement of Defence and Counterclaim and that its requests for permission to file additional pleadings and new evidence had been rejected by the Registrar as untimely.

26. In determining this matter, I first note article 4.5 of the Rules, which provides that "*It is the duty of the parties to any case before the Court to assist the Court in determining that case in accordance with the Overriding Objective*".

27. Article 4.1 of the Rules clarifies that the "*Overriding Objective of the Court is to deal with all cases justly*", which includes, pursuant to article 4.3, ensuring that litigation before the Court takes place expeditiously, that the parties are treated on an equal footing, and that the case is dealt with in a manner proportionate to the financial stakes and the complexity of its legal and factual matrix.

28. Chapter 17.2 of the Maroon Book provides as follows:

> *A skeleton argument is intended to identify both for the parties and the Court those points which are, and are not, in issue, and the nature of the argument in relation to the points in issue.*

29. It is common ground that the paragraphs of the Defendant's skeleton argument identified by the Claimant include new factual allegations and grounds of defence and counterclaim extending beyond those advanced in the Defendant's Statement of Defence and Counterclaim. Those new matters were first advanced on 24 September 2026, a mere 12 days before the date of the hearing. On their face, these new developments were not, at the time of the simultaneous filing of the parties' respective Skeleton Arguments, "*points in issue*".

30. Admitting these out-of-time developments at such a late stage would require to reopen proceedings to afford the Claimant an opportunity to respond. This would counter the imperatives of dealing with the case expeditiously and proportionately. The Defendant has not provided credible excuses for the late introduction of new evidence and legal grounds of defence and counterclaim, that would justify disrupting the orderly



determination of the proceedings.

31. In the exercise of the Court's case management powers under articles 15.1 and 15.2 of the Rules, and having regard to the Overriding Objective, I direct that the Defendant be barred from relying on paragraphs 12(a), 13 to 23, 38 to 48, 55 to 56 of its skeleton argument. This does not prevent the Defendant from relying on paragraphs 12(c), 31 to 37, and 49 to 54 of its skeleton argument to the extent that the substantive allegations in those paragraphs have been voluntarily and properly addressed, to the Court's satisfaction, by the Claimant at the hearing and can therefore be adjudicated without jeopardising the Claimant's right to be treated on an equal footing with the Defendant in accordance with article 4 of the Rules.

The Defendant's request for an accounting reconciliation between the parties

Background

32. The Defendant asks the Court to direct "*a complete accounting between the Parties*" because the duration of the relationship, the numerous matters involved, the multiple fee arrangements and the Claimant's "*disputed billing methodology*" require an independent accounting exercise to determine whether the Claimant was overpaid.

33. The Claimant objects on the grounds that the Defendant's objective is to delay the adjudication of the dispute. It submits that the Defendant has not identified duplications, accounting errors, reconciliation discrepancies or irregularities in the Claimant's account.

Analysis and Decision

34. The Defendant has approached this request in abstract terms. Whilst in its pleadings it complains in general terms about the Claimant's billing methodology and points to a potential risk of overpayment, it has failed to identify a single billing or reconciliation discrepancy that would warrant ordering the requested accounting exercise. Any such measure is bound to bring about cost and delay that would be disproportionate to the issues requiring determination. As such, it goes against the Overriding Objective of the Court to deal with all cases justly, as indicated in article 4 of the Rules.

35. The Defendant's request for an accounting reconciliation is therefore dismissed.



The Claimant's claim for outstanding legal fees

Background

36. The Claimant claims outstanding fees under 38 invoices, amounting in total to QAR 4,147,277, comprising QAR 1,606,109.07 for S, QAR 1,244,603 for DR, QAR 804,504.93 for AG, QAR 61,360 for ETC and QAR 430,700 for AE, with contractual interest at a rate ranging from 6.5236% to 6.5447%, from the due date of the invoices until payment is made in full by the Defendant.

37. The Defendant objects to the payment of the fees claimed by the Claimant on the three following grounds.

38. The first ground is based on the characterisation of the contractual relationship between the Claimant, the Defendant and C as one of "*joint professional retainer*". This ground need not be examined further as the Defendant, at the hearing, confirmed that it withdrew this ground of defence in light of clause 4(b) of the Terms, which enables DWF to recover from either QBC or C the full amounts of charges due:

> *Where we are instructed by more than one person jointly, liability for our charges, disbursements and, if applicable, any sales taxes that are in force from time to time (Sales Taxes), is shared between those persons on a joint and several basis so that we may recover from any one or more of those persons individually or together the full amount of our charges, disbursements and any Sales Taxes notwithstanding any agreement which may be reached between those persons.*

39. The second ground is that, according to the Defendant, the Claimant's invoices are not sufficient to establish liability and, accordingly, the Claimant has failed to satisfy its burden of establishing that the claimed amounts are due.

40. The third ground is that the financial position presented by the Claimant is "*incomplete and unreliable*" and fails to account for all the payments made by the Defendant.

41. The first ground of defence having been withdrawn, I turn directly to the Defendant's second ground. The Claimant counters that it is undisputed that DWF provided legal services to QBC in connection with the disputes. Pursuant to clause 10 of the LoE, the Defendant was required to pay DWF's invoices within 30 calendar days of their first issue. The Claimant avers that the Defendant never questioned those invoices or otherwise disputed its liability. Instead, on several occasions, and as late as 24



February 2026, the Defendant made express commitments to pay the entire debt by certain dates but failed to act accordingly.

42. In the Claimant's view, the issue between the parties was never whether the Defendant was liable to pay the invoices. Rather, the Defendant attributed its failure to make timely payment to cashflow difficulties, which the Claimant attempted to accommodate through fee capping, invoice and time write-offs, and discounts, all of which were accepted by the Defendant. To that end, the Claimant notes that it was only after the termination of the relationship between the parties on 11 April 2026 that the Defendant began treating the claimed fee amount as disputed.

43. As to the third ground of defence, the Claimant notes that every invoice claimed in these proceedings was accompanied by a detailed schedule evidencing the completed work. During the parties' more than seven-year relationship, the Defendant never raised a complaint, continued instructing the Claimant on new matters, and repeated its commitment to pay outstanding fee amounts. Moreover, the Claimant notes that when seeking to recover the Claimant's fees from the other parties in multiple arbitrations, the Defendant represented to arbitral tribunals that those costs were reasonable, justified and recoverable, a position which the Defendant should not now be entitled to recant.

Analysis and Decision

44. The Claimant relies on the following provisions:

    i. Article 95 of the Contract Regulations, which provides as follows: Where a party who is obliged to pay money does not do so, the other party may require payment.

    ii. Clause 10 of the LoE, which provides as follows (as is material): We will bill on a monthly basis. We will provide you with information about how our charges have been calculated. Payment of invoices must be made within 30 calendar days of when they are first issued […]

    iii. Clause 4(e) of the Terms, which provides as follows: Unless specific terms of payment have been agreed, bills, whether interim or final, should be settled upon receipt. Interest may be charged on bills that are not paid on time at 2.5% above 1 (one) month QIBOR, as published by Qatar Central Bank from time to time,

after one calendar month has elapsed from the date of the bill until payment.

45. Having reviewed the claim in light of the second ground of defence, I view this matter as a straightforward debt claim despite the apparent complexity of the facts due to overlapping legal service matters and parallel disputes. It is common ground that the Claimant rendered legal services to the Defendant from December 2018 to April 2026 across multiple matters. Invoices for legal services were issued and paid, albeit intermittently and not in full, thereby generating a backlog of rolling indebtedness.

46. Whilst write-offs, discounts and other arrangements to facilitate payment by the Defendant were agreed from time to time, those arrangements were part of the ordinary course of a business relationship between a client and a legal service provider. I found no evidence that the Claimant's invoices were inflated, or that the work carried out had not been authorised. The absence of evidence that the Defendant ever took issue with the Claimant's work before the termination of the LoE is relevant in that regard. The original fee cap agreed in the LoE concerned the preliminary jurisdictional challenges in relation to the S dispute and the AN dispute, rather than all subsequent work done for the Defendant in the several matters it entrusted to the Claimant. Later fees were governed by the parties' revised arrangements and charged in accordance with clause 8.3 of the LoE, providing that "*in the event of additional or alternative services being provided* [to those described in the LoE]*, then additional or alternative charges may be incurred.*"

47. Regarding the third ground of defence, the Defendant has not provided particulars to support its argument that the financial position presented by the Claimant in support of its claim is either incomplete or unreliable, that the work billed was unnecessary, or that the invoices do not reflect the work actually undertaken. No serious doubt has been cast as to whether the Claimant provided legal services to the Defendant. The Defendant itself, in the costs submissions that it filed towards the conclusion of the DR arbitration, represented the Claimant's invoices as being reasonable, echoing identical statements made in the AE, ETC and S arbitral proceedings. Whilst the burden remains on the Claimant to establish its contractual entitlement and the amount due on the balance of probabilities, that does not require proof of a separate instruction for every time entry. On the other hand, the detailed work schedules, contemporaneous instructions and payment records must be considered together with the Defendant's



contemporaneous conduct. Taken together, I am satisfied that, on a balance of probabilities, the Claimant succeeds in establishing its entitlement to the claimed fees as the adduced evidence adequately supports its claim (see *Zahir Makawy v Al Awael Captive Insurance Company LLC* [2024] QIC (F) 11, paragraph 12). The Defendant's general, unsubstantiated and unparticularised objections do not displace the Claimant's proof of entitlement. Indeed, the Defendant has failed to build a credible case on the two remaining grounds upon which it relies to deny its liability, namely, the contention that the invoices should not suffice to establish a debt, and the alleged unreliability of the financial position supporting the Claimant's claim.

48. Whilst the five additional invoices issued on 24 April 2026, 27 April 2026 and 28 May 2026 include post-termination work for the DR, AG and S disputes, I accept the Claimant's assertion that the invoiced work was limited to necessary steps undertaken to protect the Defendant's position in the disputes, for instance the finalisation of costs submissions that would enable the Defendant to recover its costs in the arbitral proceedings and the drafting of emails setting out the immediate next steps for winding the proceedings down. The related fees are therefore recoverable pursuant to clause 3(m) of the Terms.

49. Therefore, I find that the Claimant is entitled to full payment for the fees it claims in these proceedings. Accordingly, the Defendant is ordered to pay the Claimant all outstanding amounts under the following 38 invoices in relation to the S, AG, DR, ETC and AE disputes, as detailed below, totalling QAR 4,147,277:

	Invoice No.	Date	Matter
1.	QAT01980	30/09/2025	S dispute
2.	QAT02038	31/12/2025	S dispute
3.	QAT02060	30/01/2026	S dispute
4.	QAT02077	27/02/2026	S dispute
5.	QAT02097	31/03/2026	S dispute
6.	QAT02110	24/04/2026	S dispute
7.	QAT01871	30/05/2025	DR dispute



8.	QAT01928	31/07/2025	DR dispute
9.	QAT01950	29/08/2025	DR dispute
10	QAT02024	28/11/2025	DR dispute
11.	QAT02040	31/12/2025	DR dispute
12.	QAT02058	30/01/2026	DR dispute
13.	QAT02072	27/02/2026	DR dispute
14.	QAT02085	30/03/2026	DR dispute
15.	QAT02118	27/04/2026	DR dispute
16.	QAT02130	28/05/2026	DR dispute
17.	QAT01882	30/05/2025	AG dispute
18.	QAT01901	27/06/2025	AG dispute
19.	QAT01929	31/07/2025	AG dispute
20.	QAT01949	29/08/2025	AG dispute
21.	QAT02017	28/11/2025	AG dispute
22.	QAT02039	31/12/2025	AG dispute
23.	QAT02057	30/01/2026	AG dispute
24.	QAT02074	27/02/2026	AG dispute
25.	QAT02084	30/03/2026	AG dispute
26.	QAT02109	24/04/2026	AG dispute
27.	QAT02132	28/05/2026	AG dispute
28.	QAT01873	30/05/2025	AE dispute
29.	QAT01888	27/06/2025	AE dispute
30.	QAT01930	31/07/2025	AE dispute
31.	QAT01951	29/08/2025	AE dispute
32.	QAT02025	28/11/2025	AE dispute
33.	QAT02041	31/12/2025	AE dispute



34.	QAT02059	30/01/2026	AE dispute
35.	QAT02071	27/02/2026	AE dispute
36.	QAT02088	30/03/2026	AE dispute
37.	QAT01872	30/05/2025	ETC dispute
38.	QAT01895	27/06/2025	ETC dispute

50. Turning to the Claimant's claim for late payment interest, the Claimant acknowledged at the hearing, in reply to a question from the Court, the lack of justification for the proposed interest rates of 6.5236% (or, as indicated in the Claim Form, 6.5618%) and 6.5447%. It sought to justify that omission by recounting the difficulties it had experienced in obtaining the contractual one-month QIBOR rate as published by the Central Bank of Qatar, given the absence of publicly available historical data on those rates.

51. The Claimant has adduced no concrete evidence of diligent attempts to obtain a listing of the relevant rates, none of which is secret, from the Central Bank, financial information services, the banks with which it deals in the ordinary course of its business, or financial experts with whom it may be in contact. Nor has it applied to this Court for assistance in obtaining that evidence through the exercise of its powers under article 25(3) of the Rules. I therefore find that the Claimant has failed to establish the rates recoverable under the contractual formula.

52. I shall therefore award compensatory interest at 5% per annum, having regard to the ordinary compensatory rate identified in paragraph 6 of Practice Direction No. 3 of 2021. Accordingly, I direct that the Defendant shall pay the Claimant interest at the rate of 5% per annum, calculated on a simple basis, on the amounts outstanding under the invoices referred to above, after one calendar month has elapsed from the date of each invoice until payment. I find no reason to exercise my discretion also to order an enhanced rate.

53. Although, as noted further below in this judgment, the Court has found the Claimant to be in breach of its contractual obligations in relation to the conflict notification and the termination of the retainer, those breaches do not automatically release the



Defendant from liability for fees incurred for the services provided by the Claimant. To the extent that the Defendant relies on its various heads of counterclaim, such as the alleged breach of contract, breach of fiduciary duties and unjust enrichment to reduce the Claimant's entitlement to payment, the Defendant's allegations and their impact on the Claimant's entitlement to payment (or lack thereof) are addressed in the sections regarding the Defendant's counterclaims below in subsections relating to the Defendant's entitlement to set-off.

The Defendant's counterclaim for declaratory relief

Background

54. The Defendant requests a declaration from the Court that:

    i. the Claimant owed continuing contractual and fiduciary duties throughout the duration of the retainer;

    ii. those duties included duties of loyalty, independence, confidentiality, good faith and avoidance of conflicting interests;

    iii. the Claimant's conduct throughout the retainer is directly relevant to its alleged entitlement to remuneration;

    iv. the Parties' financial relationship cannot properly be determined without a complete accounting; and

    v. the Defendant is entitled to rely upon equitable set-off in respect of the claims advanced herein.

55. The Defendant has not attempted to particularise any of the declaratory reliefs it sought of this Court. The onus of proof is on the party seeking relief. It would be extraordinary for anyone to expect the Court to remedy a party's obvious unsubstantiated claims. Therefore, the Defendant's claim for declaratory relief fails, save as implicitly acknowledged in the relevant sections of this judgment addressing injunctive relief.



The Defendant's restitution and unjust enrichment counterclaims

Background

56. The Defendant submits that, during the course of the retainer, it has paid the Claimant "*substantial sums*" amounting to QAR 8,074,655.83. By way of counterclaim, the Defendant now seeks restitution of every payment received by the Claimant "*beyond its true contractual entitlement*". The Defendant avers that the Claimant has retained substantial financial benefits without lawful basis and accordingly, seeks "*restitution upon the basis of unjust enrichment*". The Defendant claims QAR 5,200,000 under this counterclaim.

57. In response, the Claimant contends that the Defendant's allegations of overpayment are speculative and unparticularised. It notes that all payments received from the Defendant have been properly credited and accounted for, leaving a substantial debit balance of QAR 4,147,277.

Analysis and Decision

58. Whilst the Defendant advanced in its Statement of Defence and Counterclaim counterclaims for restitution and unjust enrichment, it did not refer to them in its Skeleton Argument. In response to a question from the Court, the Defendant indicated at the hearing that it maintained both heads of counterclaim which, therefore, fall to be adjudicated.

59. In response to the Court's enquiry at the hearing, the Defendant clarified that its case for restitution and its case for unjust enrichment should be "*merged*" into a single counterclaim for unjust enrichment under the Contract Regulations.

60. Despite the absence of a specific provision for an action for unjust enrichment in the Contract Regulations, the availability of this remedy has already been recognised by this Court in *Accord Pitch LLC v New Smart Contracting and Services WLL* [2023] QIC (F) 31, paragraph 7:

> *For the basis of its claim the Claimant relies on what is known in English common law as unjust enrichment and in continental legal systems as an action for unjustified enrichment, deriving from the condictio indebiti in Roman Law. Although no authority has been cited for an action of this kind in a judgment of this Court, we have no doubt that this equitable remedy should be recognised in our jurisdiction.*

61. The burden of proof lies with the party who has the duty to persuade the Court that its contentions are correct and that the evidence furnished is adequate to support those contentions (*Zahir Makawy v Al Awael Captive Insurance Company LLC* [2024] QIC (F) 11, paragraph 12).

62. In the circumstances, the onus of proof that the payments made to the Claimant exceeded its contractual entitlement and justify restitution for unjust enrichment lies squarely with the Defendant. In particular, it is for the Defendant to show that the Claimant's billing was unreliable and that the Claimant failed properly to credit payments already received.

63. The Defendant has not shown a single example of a payment that could be considered as exceeding the Claimant's contractual entitlement, or any reconciliation discrepancy that could reveal an instance of duplicated charges or charges falling outside the Claimant's contractual scope of engagement. Nor has the Defendant provided any explanation as to the quantification of this counterclaim at QAR 5,200,000.

64. This counterclaim therefore fails for want of evidence and is accordingly dismissed.

The Defendant's damages counterclaim based on an alleged conflict of interests

Background

65. The Defendant claims QAR 5,000,000 in compensation for damages allegedly arising out of various breaches of contractual, fiduciary and professional duties.

66. This counterclaim revolves around two main events, each attracting its own allegations of contractual and professional breaches. The first event is the Claimant's representation of L in ICC arbitral proceedings commenced against the Defendant and another person (the '**Adverse ICC arbitration**'), despite the continuation of the representation by the Claimant of the Defendant in pre-existing, unrelated matters. The second event is the termination of the LoE by the Claimant, which the Defendant argues was done in breach of the parties' contractual arrangements and in breach of the Claimant's fiduciary and professional duties.

67. I shall address those two events in turn, first considering whether the Claimant breached its contractual, fiduciary or professional duties by agreeing to represent L



in the Adverse ICC arbitration, and whether this resulted in a loss for the Defendant leading to the award of damages. I shall then turn to whether the Claimant breached any duties by terminating the retainer in the way it did.

68. The Defendant contends that by representing L in the Adverse ICC arbitration as early as January 2025, and in parallel with its continuing engagement with the Defendant, the Claimant placed itself in a situation of conflict of interests. That situation resulted in a "*material breach*" of the LoE, and placed the Claimant in breach of its fiduciary duties "*independently of the contractual obligations*", as well as in breach of its duty of good faith towards the Defendant and of the applicable standard of professional care.

69. The Claimant denies any breach. It points to clause 11(b) of the Terms which authorised the Claimant to represent other clients with interests actually or potentially adverse to the Defendant's. In any event, the Claimant avers, although L's interests were opposed to the Defendant's, an actual conflict of interests did not arise, on account of the Adverse ICC arbitration being unrelated to the matters for which the Defendant had instructed DWF.

70. The Claimant avers that the Defendant had been informed of, and consented to, the Claimant's representation of L in proceedings against the Defendant as early as 13 July 2023. The Claimant also submits that the Defendant was notified of arbitral proceedings commenced on behalf of L on 30 January 2025 and that the Defendant confirmed on 30 March 2026 that it was content for the Claimant to continue representing L. Moreover, the Claimant notes that the Defendant made various payments to the Claimant following its engagement with L, and did not raise that engagement when submitting a complaint against the Claimant to the QFC on 18 May 2026. Thus, the Claimant submits that the Defendant "*is estopped from relying upon that engagement as its basis for any counterclaim or other relief in these proceedings*".

Analysis and Decision

Was there a conflict of interest?

71. The Defendant's attempt to draw a line between representation of a party with adverse interests to those of a pre-existing client, which the Claimant admits, and a

situation of actual conflict of interest, which the Claimant does not admit, does not withstand scrutiny.

72. The first point to consider is clause 11(b) of the Terms, which addresses the representation of other clients whose interests are actually or potentially adverse to QBC, or of a client that is or has been adverse to QBC (**emphasis added**):

> *[…] by this engagement,* ***you agree that with prior written notice, DWF can represent other clients whose interests are actually or potentially adverse to you and can represent as a client any individual or entity that is or has been adverse to you****, provided that:* ***(a)*** *the matter is not related to any current or concluded matter in which DWF has represented you;* ***(b)*** *in carrying out any such other representation, DWF shall not violate the duty of confidentiality that we owe you; and* ***(c)*** *prior to undertaking the other representation, DWF has reasonably concluded that it can provide competent and diligent representation to you and each of the other affected clients and that the other representation complies with applicable ethical requirements and standards. You also agree that you will not seek to disqualify DWF from representing other clients with respect to any matter in which this limited waiver would be applicable.*

73. Clause 11(b) of the Terms should be read in conjunction with clause 15.2 of the LoE, which provides as follows (as is material with **emphasis added**):

> *With respect to* ***conflicts of interests that may arise in the future*** *during your engagement by you, the Terms includes [sic] a Conflict of Interest section in which* ***you agree to a limited prospective waiver****. This means that, if all the conditions set forth in that section are met, including that this Matter is not related to the matters we handled or are handling for you, the Firm* ***a)*** *may represent another client in a matter in which its interests are (or may be) adverse to your interests, and* ***b)*** *may represent as a client any individual or entity that is or has been adverse to you.*

74. On their face, these two clauses authorise representation by DWF of parties whose interests are adverse to QBC's interests. There has been no suggestion from the Claimant, either in its written submissions or at the hearing, that L's interests in the Adverse ICC arbitration were compatible with those of the Defendant. The question for the Court is therefore whether, in circumstances where a conflict of interests existed, the requirements for the "*limited prospective waiver*" of clause 11(b) of the Terms had been satisfied.

75. I find that the conditions for this "*limited prospective waiver*" to apply are for DWF to provide prior written notice to QBC, and for the three requirements listed in points (a) to (c) of clause 11(b) to be met. The fulfilment of the requirements of points (a)



to (c) is not in dispute. The only remaining query is whether the Claimant had provided "*prior written notice*" as required by clause 11(b) of the Terms in order for this limited prospective waiver to be in effect when, sometime prior to 30 January 2025, the Claimant commenced the Adverse ICC arbitration on behalf of L against the Defendant.

76. In that respect, the Claimant's position is that prior written notice was served on the Defendant on 13 July 2023 by way of a WhatsApp message sent by Mr Durrant to Mr Abu Al Ola.

77. That message reads as follows:

> *[…] [the arbitration claimant] asked us to check conflicts on […] JV. I told them that you are a long time client but not […] … I don't know however how much participation you have in that JV (or that project) or if the situation in the JV is healthy or like ([…])… So I told them that I would ask… of course you are our priority (I am only asking because I told them I'd ask). Any issue with us advising [the arbitration claimant] on this dispute? […]*

78. In a voice message on that same date, likewise sent through WhatsApp, Mr Abu Al Ola responded as follows (per the transcription in evidence):

> *[…] Actually, we don't have participants in this JV. We had another or different JV with […] in the same project and its already completed and we have no issues with it. But generally our relation with […] is so perfect, whether in this…this JV or any other commitment or engagement with them in other works. So, we have no issue at all advising […].*

79. To determine this issue, I shall first consider whether Mr Abu Al Ola was authorised to receive "*prior written notice*" on behalf of the Defendant within the meaning of clause 11(b) of the Terms. I shall then consider whether the Claimant's notice complied with clause 11(b) of the Terms. Finally, I shall adjudicate the Defendant's entitlement to damages.

Was Mr Abu Al Ola authorised to receive "prior written notice" on behalf of the Defendant?

80. In its skeleton, the Defendant submits that Mr Abu Al Ola was merely an employee within the Defendant's legal department and was not authorised to represent the Defendant in the LoE. According to the Defendant, Mr Abu Al Ola was therefore not authorised to provide the required consent for DWF to represent L against the Defendant following notification made pursuant to clause 11(b) of the Terms.



81. In examining the merits of this contention, I note that article 64(2) of the Contract Regulations provides as follows (as is material):

> *[…] where the Principal causes the third party reasonably to believe that the Agent has authority to act on behalf of the Principal and that the Agent is acting within the scope of that authority, the Principal may not invoke against the third party the lack of authority of the Agent.*

82. The source of article 64(2) of the Contract Regulations is the identically-drafted Article 2.2.5(2) of the UNIDROIT Principles of International Commercial Contracts. The Official Commentary provides that the principle of "*apparent authority*" is particularly relevant to situations where the principal is a corporation, as a third party may find it difficult to ascertain whether the person purporting to act for the organisation has actual authority to do so:

> *Apparent authority, which is an application of the general principle of good faith (see Article 1.7) and of the prohibition of inconsistent behaviour (see Article 1.8), is especially important if the principal is not an individual but an organisation. In dealing with a corporation, partnership or other business association a third party may find it difficult to determine whether the persons acting for the organisation have actual authority to do so and may therefore prefer, whenever possible, to rely on their apparent authority. For this purpose the third party only has to demonstrate that it was reasonable for it to believe that the person purporting to represent the organisation was authorised to do so, and that this belief was caused by the conduct of those actually authorised to represent the organisation (Board of Directors, executive officers, partners, etc.). Whether or not the third party's belief was reasonable will depend on the circumstances of the case (position occupied by the apparent agent in the organisation's hierarchy, type of transaction involved, acquiescence of the organisation's representatives in the past, etc.).*

83. The evidence on the record, which includes substantial correspondence in the form of emails and WhatsApp messages exchanged in the course of several years, shows that, at all relevant times, the Defendant consistently held out its Group Legal Counsellor, Mr Abu Al Ola, as the point of contact with the Claimant and the person in charge of instructing the Claimant and overseeing the Defendant's relationship with the Claimant. The record shows that, after the termination of the LoE, Mr Abu Al Ola himself filed costs submissions on behalf of the Defendant in the DR arbitration, and cast himself, unambiguously, as representing QBC. I also note that it was Mr Abu Al Ola himself who (i) represented the Defendant for the purpose of submitting the complaint against DWF to the QFC Court as recently as 18 May 2026, and (ii) signed the Defendant's Statement of Defence and Counterclaim in these



proceedings in his capacity as "*Authorized Representative*" of QBC.

84. I should specify that I do not take the agent's own assertions of authority to be sufficient by themselves. However, when considered together with the Defendant's consistent holding out of Mr Abu Al Ola as described above, they provide abundant evidence of his apparent authority. Further, the provision in the Companies Law relied upon by the Defendant to deny Mr Abu Al Ola's authority to receive the Termination Letter, as addressed further below in this judgment, does not exclude the possibility of appointment of a non-partner or ordinary agency, and therefore did not prevent Mr Abu Al Ola from acting on behalf of the Defendant for the purpose of receiving the notice on the basis of apparent authority, either.

85. The evidence on record shows that the Claimant relied on that ostensible authority on multiple occasions, including for the purpose of receiving what it deemed valid instructions from the Defendant in ongoing matters, and for the purpose of terminating the LoE. Article 64(2) of the Contract Regulations prevents the Defendant from denying Mr Abu Al Ola's authority within the scope in which the Defendant reasonably held him out as authorised to act.

86. I am therefore satisfied that Mr Abu Al Ola had apparent authority to act on behalf of the Defendant for the purpose of receiving "*prior written notice*" within the meaning of clause 11(b) of the Terms.

Has the Claimant complied with clause 11(b) of the Terms?

87. Turning to the question of whether the Claimant complied with clause 11(b) of the Terms, I find Mr Durrant's message to Mr Abu Al Ola dated 13 July 2023 to fall short of the clarity required of a "*prior written notice*" for the notice to be effective. The ostensible purpose of Mr Durrant's message was limited to querying whether the Defendant had any issue with DWF "*advising*" L on a dispute concerning a joint venture. Nowhere in that message is DWF stating that it intends to represent L in arbitral proceedings against the Defendant.

88. The lack of clarity of the notice transpires from the Defendant's response. Mr Abu Al Ola's reaction to Mr Durrant's message remained confined to the perspective of DWF advising L on a dispute regarding the joint venture, with no reference to



DWF's representation of L against the Defendant. Mr Abu Al Ola's response is consistent with his not understanding that DWF proposed to represent L in proceedings against QBC.

89. On the other hand, the Claimant's subsequent WhatsApp message dated 30 March 2026, on which the Claimant also relies, informs QBC of DWF's representation of a third party with adverse interests in proceedings "*in which the QBC* / […] *joint venture is on the other side*". However, that WhatsApp message was sent at least 14 months after the date on which DWF commenced representing L against QBC, and the subsequent confirmation does not retrospectively satisfy the requirement of prior written notice under clause 11(b) of the Terms.

90. Nor does the Claimant's generic reliance on the notion of estoppel suffice to establish a waiver on the Defendant's part to its right to rely on that breach.

91. I therefore hold that the Claimant breached clause 11(b) of the Terms by failing to provide "*prior written notice*" to the Defendant of its representation, in arbitral proceedings, of another client whose interests were actually or potentially adverse to the Defendant.

Is the Defendant entitled to damages?

92. As regards the Defendant's claim for damages, article 100 of the Contract Regulations (Right to damages) provides as follows:

> *Where a party's breach of contract has caused the other party loss the aggrieved party has a right to damages either exclusively or in conjunction with any other remedies provided that only loss arising directly from the breach or other loss which can fairly or reasonably have been within the contemplation of the parties at the time the contract was made can be recovered.*

93. Article 101 of the Contract Regulations (Compensation) provides as follows:

> *The aggrieved party is entitled to compensation for loss sustained as a result of the breach so that he will be placed in the position he would have been in if the contract had been properly performed.*

94. As the record shows, the notification of the ICC arbitration proceedings to the Defendant on 30 January 2025 did not alter the parties' working relationship. The Defendant continued instructing the Claimant on several matters (being the S, AG,



DR, ETC and AE disputes) up until the termination of the LoE on 11 April 2026, without ever raising a complaint in that regard. Of particular relevance is the fact that the Defendant contemplated instructing the Claimant in relation to a potential new matter as late as 22 July 2025. That conduct is relevant to the assessment of the alleged loss, but does not retrospectively cure the failure to provide prior written notice.

95. The Defendant has not established any actual loss it suffered as a result of this breach of contract as required under article 101 of the Contract Regulations. In the absence of proof of loss, the Defendant's entitlement is only to nominal damages (*Amberberg Limited and another v Thomas Fewtrell and others* [2023] QIC (F) 41, paragraph 66):

> *[W]e are not satisfied on the evidence before us that the First Claimant had established any actual loss caused by the breach of warranty. But, as there had been a breach of contract, it is entitled to nominal damages in recognition of that breach. Those damages we assess at QAR 5.*

96. In the present instance, I assess the nominal damages payable by DWF to QBC at QAR 10.

Did the Claimant breach its fiduciary duties towards the Defendant by assuming obligations towards another client whose interests were adverse to those of the Defendant?

97. I now turn to the question of whether the Claimant has breached its fiduciary duties by voluntarily assuming obligations towards another client whose interests were adverse to those of the Defendant, and whether the Defendant has a separate entitlement to damages on that basis.

98. In response to a question from the Court at the hearing, the Defendant indicted that the legal basis for this head of counterclaim was Part 6 of the Rules of the Qatar Financial Centre Authority (the '**QFCA Rules**'). The Defendant admitted that its reliance on the QFCA Rules had not been pleaded before and, upon questioning from the Court, was unable to identify the legal basis for a private damages remedy under the QFCA Rules.

99. The Defendant has also failed to provide particulars or evidence of loss under this head of counterclaim. Even assuming that an independent damages remedy is available, the claim for compensation cannot succeed on the state of the evidence on



record. It is therefore dismissed, without the need for me to determine the availability of that remedy.

Did the Claimant breach its professional standard of care by assuming obligations towards another client whose interests were adverse to those of the Defendant?

100. I now turn to the question whether, as the Defendant avers, the Claimant has fallen short of the standard of professional care expected of it by accepting and continuing instructions from another client whose interests were adverse to those of the Defendant, and whether the Defendant has a separate entitlement to damages on that basis.

101. In response to a question from the Court at the hearing, the Defendant indicated that the legal basis for this head of counterclaim was article 18(3) of the QFC Law and articles 53(3), 55(2) and 57 of the Contract Regulations. Article 18(3) of the QFC Law provides as follows:

> *The QFC Laws and Regulations shall apply to the Contracts, Transactions and arrangements conducted by the entities established in, or operating from the QFC, with parties or Entities located in the QFC or in The State but outside the QFC, unless the parties agree otherwise.*

102. Article 53(3) of the Contract Regulations provides as follows:

> *In a contract for services there shall be an implied term that the provider of such services will use reasonable skill in the provision of the services.*

103. Article 55(2) of the Contract Regulations provides as follows:

> *To the extent that an obligation of a party involves a duty of reasonable efforts in the performance of an activity, that party is bound to make such efforts as would be made by a reasonable Person of the same kind in the same circumstances.*

104. Article 57 of the Contract Regulations provides as follows:

> *Where the quality of performance is neither fixed by, nor determinable from, the contract a party is bound to render a performance of a quality that is reasonable in the circumstances.*

105. The question for this Court, as framed by the Defendant in its Statement of Defence and Counterclaim, is whether the Claimant's "*acceptance and continuation of conflicting instructions*" breached the standard of professional care that the Defendant says should be expected of DWF.



106. Despite my previous finding that the Claimant has breached a specific contractual provision concerning its duty to inform the Defendant of its intention to represent a party with opposing interests, the Defendant has not provided particulars on how the "*acceptance and continuation of conflicting instructions*" from L in the Adverse ICC arbitration constituted a separate breach of the standard of care that applies to its relationship with the Defendant. Absent evidence of causation and loss, this head of counterclaim fails.

Does the Defendant have a right to a set-off?

107. The QAR 10 awarded to the Defendant under this head of counterclaim shall be set off against the amount payable to the Claimant.

The Defendant's damages counterclaim based on the alleged wrongful termination of the retainer

Background

108. I now turn to whether the Claimant breached its contractual or professional duties by terminating the retainer.

109. The Defendant submits that the termination of the LoE was "*wrongful*" and carried out in a way that breached the Claimant's duties of good faith and professional care towards the Defendant. In particular, the Defendant complains that the termination was made "*without notice*", only days after the Defendant had paid more than QAR 1.6 million on account of outstanding fees, notwithstanding that the alleged outstanding amounts were also disputed.

110. In its skeleton, the Defendant relies on article 111(1) of the Contract Regulations to the effect that the right to terminate a contract is exercised by notice to the other party. It argues that the Claimant failed to provide "*reasonable notice*" and to account for the ongoing proceedings in which it was representing the Defendant at the time, "*compelling the Defendant to appoint alternative legal representatives to handle and pursue the ongoing matters*". The Defendant avers that it incurred substantial legal costs which would not otherwise have arisen.

111. Consistent with its argument that Mr Abu Al Ola was not authorised to represent the Defendant, the Defendant further submitted, as indicated earlier in this Judgment,



that the Claimant cannot rely on the Termination Letter notified to Mr Abu Al Ola.

112. In response, the Claimant contends that its termination of the LoE was carried out in accordance with clause 4(g) of the Terms, following the Defendant's failure to pay outstanding fees, contrary to the Defendant's repeated assurances recorded in communications dated 17 November 2025, 31 December 2025 and 24 February 2026, to settle its debt by 30 March 2026.

113. In response to the Defendant's argument that DWF failed to ensure an orderly transition to alternative counsel, the Claimant notes that, at the time of termination, the matters in which DWF acted for QBC and C had either concluded or were anticipated to conclude "*imminently*". The Claimant submits that, in the wake of its issue of the Termination Letter, it wrote to the Defendant to set out the procedural status of the ongoing matters, any relevant deadlines and the steps required to protect QBC's position.

114. The Claimant adds that neither QBC nor any lawyer acting on QBC's behalf contacted DWF to request the transfer of files or otherwise facilitate a transition of representation.

Analysis and Decision

115. The questions I have to determine are whether the termination was ineffective for want of proper communication, whether it was wrongful, and whether any breach caused loss to the Defendant.

Was the termination invalid?

116. I turn first to whether the termination was invalid because the letter was sent to Mr Abu Al Ola, an allegedly unauthorised recipient.

117. The Defendant relies on articles 23(5) and 35 of the Qatar Companies, Law No. 11 of 2015 (the '**Companies Law**') to the effect that the management and representation of a company is vested in its partners or authorised signatories.

118. Article 23(5) of the Companies Law provides as follows:

> *The Company's Contract of a joint liability company shall include the following: […]*

5. The method by which the company is to be managed together with the names of the authorised signatories for the company and their powers.

119. Article 35 of the Companies Law provides as follows:

The company shall be managed by all the partners, unless the management duties are assigned, by virtue of the Company's Contract or a separate agreement, to one or more partners or to one or more non-partners.

120. As noted in the section above, the evidence on the record, which includes substantial correspondence in the form of emails and WhatsApp messages exchanged between Mr Durrant and Mr Abu Al Ola in the course of several years, shows that, at all relevant times, the Defendant consistently held out its Group Legal Counsellor, Mr Abu Al Ola, as being the person in charge of instructing the Claimant and overseeing QBC's relationship with the Claimant.

121. As also noted in the section above, article 64(2) of the Contract Regulations prevents the Defendant from denying Mr Abu Al Ola's authority to receive the Termination Letter. The Official Commentary to the source of this provision, which is article 2.2.5(2) of the UNIDROIT Principles of International Commercial Contracts, notes that the third party only has to demonstrate that it was reasonable for it to believe that the person purporting to represent the organisation was authorised to do so, and that this belief was caused by the conduct of those actually authorised to represent the organisation.

122. I am satisfied that the Claimant has demonstrated that it was reasonable for it to believe that Mr Abu Al Ola was authorised to represent the Defendant. I find it also relevant to note that the Defendant did not raise this alleged difficulty upon receiving the Termination Letter, or in subsequent correspondence with the Claimant. This argument was left to the Skeleton Argument, which is another sign, when considered together with the other factors, that the Defendant itself considered that Mr Abu Al Ola had at all material times authority to act on its behalf.

123. My conclusion is therefore that the Termination Letter, which was addressed to the Defendant at its head office in Doha and delivered to Mr Abu Al Ola's professional email address, as well as to C's liquidator, effectively terminated the LoE. This conclusion is not displaced by the Defendant's reliance on article 23(5) and article 35 of the Companies Law.

Was the termination wrongful?

124. Article 111(1) of the Contract Regulations, upon which the Defendant relies in its argument that the Claimant's termination of the LoE was wrongful, provides as follows: "*The right of a party to terminate the contract is exercised by notice to the other party.*"

125. This provision finds its source in article 7.3.2(1) of the UNIDROIT Principles of International Commercial Contracts. The Official Commentary to Article 7.3.2(1) describes the notice requirement as serving two purposes:

> *The notice requirement will permit the non-performing party to avoid any loss due to uncertainty as to whether the aggrieved party will accept the performance. At the same time it prevents the aggrieved party from speculating on a rise or fall in the value of the performance to the detriment of the non-performing party.*

126. In light of the definition of "*notice*" in Article 12(4) of the Contract Regulations (*"a declaration, demand, request or any other communication of intention*"), article 111(1) requires communication of the decision to terminate; it does not itself prescribe a period of advance notice. It is not disputed that the Claimant terminated the LoE by delivering its Termination Letter, addressed by email to Mr Abu Al Ola on 11 April 2026.

127. Article 111(2) of the Contract Regulations further provides as follows:

> *If performance has been offered late or otherwise does not conform to the contract the aggrieved party will lose its right to terminate the contract unless he gives notice to the other party within a reasonable time after he has or ought to have become aware of the offer or of the nonconforming performance.*

128. In that respect, the Official Commentary to Article 7.3.2 of the UNIDROIT Principles, which corresponds to article 111 of the Contract Regulations, provides:

> *When performance is due but has not been made, the aggrieved party's course of action will depend upon its wishes and knowledge.*
>
> *It may be the case that the aggrieved party does not know whether the other party intends to perform, and either no longer wants the performance or is undecided. In this case the aggrieved party may wait and see whether performance is ultimately tendered and make up its mind if and when this happens (paragraph (2)). […]*
>
> *This Article does not deal with the situation where the nonperforming party asks the aggrieved party whether it will accept late performance. Nor does it*



deal with the situation where the aggrieved party learns from another source that the non-performing party intends nevertheless to perform the contract. In such cases good faith and fair dealing (see Article 1.7) may require that the aggrieved party inform the other party if it does not wish to accept the late performance. If it does not do so, it may be held liable in damages.]

129. Article 111(2) concerns the time within which the aggrieved party must communicate its decision to terminate after becoming aware of late or non-conforming performance. It does not itself resolve the separate question whether the Claimant was required to give reasonable advance notice in the circumstances of this retainer.

130. In such circumstances, as the Official Commentary suggests, the principles of good faith and fair dealing in article 1.7 of the UNIDROIT Principles may require the aggrieved party to inform the other party if it does not wish to accept the late performance, or be held liable in damages if it does not do so. Although article 1.7 of the UNIDROIT Principles does not have an express counterpart in the Contract Regulations, the principles of good faith and fair dealing are relevant as they form the basis of the duty of cooperation between the parties enshrined in article 54 of the Contract Regulations, which provides that "*each party shall co-operate with the other party when such co-operation may reasonably be expected for the performance of that party's obligations*."

131. Article 5.1.3 of the UNIDROIT Principles of International Commercial Contracts is the source of article 54 of the Contract Regulations. It is described in the Official Commentary as an application of good faith and fair dealing, capable of requiring affirmative steps where the performance of the contract calls for them, within boundaries of reasonableness and without upsetting the allocation of duties in the contract:

> *A contract is not merely a meeting point for conflicting interests but must also, to a certain extent, be viewed as a common project in which each party must cooperate. This view is clearly related to the principle of good faith and fair dealing (see Article 1.7) which permeates the law of contract, as well as to the obligation to mitigate harm in the event of non-performance (see Article 7.4.8). […] The duty of co-operation must of course be confined within certain limits, i.e. it only exists to the extent that co-operation may reasonably be expected to enable the other party to perform, without upsetting the allocation of duties in the contract. Within these limits each party may be under a duty not only to*



refrain from hindering the other party from performing its obligation(s), but also to take affirmative steps to enable the other party's performance.

132. In the premises, and regardless of the contractual position addressed below, it would have been reasonable to expect the Claimant to inform the Defendant that the Claimant no longer wished to accept late or adjusted payment of its fees. The Claimant did not so inform the Defendant.

133. Turning now to the relevant contractual provisions, clause 4(g) of the Terms, upon which the Claimant has relied in its Termination Letter and in its pleadings, provides as follows (**emphasis added**):

> *In particular, we have the right to request payment for work before it is commenced and* ***to suspend or terminate all or any part of your instructions to us and any work done for you, without further obligation to you, in the event that any such request for a payment on account or any bill remains unpaid****. This right can be exercised by us in relation either to the matter on which the particular request or bill remains unpaid or any or all other matters, whether or not amounts remain unpaid in respect of such other matters.*

134. Clause 9(c) of the Terms provides as follows (**emphasis added**):

> ***As well as being entitled to stop acting for you for the reasons given in clause 4(g), we also have the right to do so upon reasonable notice in writing*** *if we are unable to obtain proper instructions from you to enable us to carry out your work effectively, if you do not confirm acceptance of these Terms or any agreed variation to them in writing, if we believe that what you require us to do is unreasonable, if acting for you or continuing to act for you, would result or be likely to result in us being in breach of any of our professional, regulatory or legal obligations or responsibilities or i****f any of your bills remain unpaid, following a reminder, for 30 (thirty) days or more following the due date for payment****.*

135. Reading these two clauses together, the question arises as to whether a termination for "*continued non-payment of very long outstanding fees*" (as per DWF's termination notice) can rest exclusively on clause 4(g), without also having to comply with the requirement of a "*reasonable notice in writing*" provided for under clause 9(c) of the Terms. In other words, does DWF have an unfettered right of termination without "*reasonable notice in writing*"?

136. The answer to that question turns on whether clauses 4(g) and 9(c) should be read as conferring alternative, independent rights, or whether clause 9(c), which falls under a subsection of the Terms labelled "*Termination*", is a specific application of its more generic counterpart clause 4(g), setting out in greater detail the procedure that applies



to termination for unpaid fees.

137. At the hearing, the Claimant submitted that clause 4(g) of the Terms serves as a standalone basis for termination without notice for unpaid bills, as an alternative to clause 9(c). To that effect, the Claimant relies on the following wording of clause 9(c): "*as well as being entitled to stop acting for you for the reasons given in clause 4(g), we also have the right to do so upon reasonable notice in writing…".*

138. However, the Claimant's reliance on that wording, and therefore its proposed construction of the Terms, is diminished by the fact that both clauses 4(g) and 9(c) include unpaid bills amongst the "*reasons*" available for termination, despite purportedly setting out irreconcilable rules for termination. Upon enquiry of the Court on which of the two clauses should apply to a termination for unpaid bills, the Claimant submitted that, in its view, it was a matter of discretion for DWF to choose one over the other. The Claimant did not, however, provide a satisfactory answer as to why DWF would ever choose to subject itself to clause 9(c) if clause 4(g) invariably permitted immediate termination.

139. Reading clauses 4(g) and 9(c) as wholly independent rights to terminate for unpaid bills would deprive the requirement of reasonable written notice for unpaid bills of any practical effect. Article 49 of the Contract Regulations requires contractual terms to be interpreted so as to give effect to all of them rather than deprive some of effect.

140. As far as termination for unpaid bills is concerned, the better view is that clause 4(g) (falling under a subsection of the Terms labelled "*Bills*") sets out in generic terms that DWF is entitled to suspend and terminate work if a request for payment on account or any bills remain unpaid, whilst clause 9(c) outlines the scenario and obligations that specifically apply to termination. For such a termination to be properly effected, reasonable notice must be given in writing.

141. To the extent that the relationship between clauses 4(g) and 9(c) remains unclear, article 50 of the Contract Regulations favours an interpretation against the party which supplied the terms. DWF supplied the Terms. The interpretation requiring reasonable advance notice therefore also accords with that provision.

142. Even if, as the Claimant contends, clause 4(g) were to serve as a self-contained



standalone basis for the exercise of the Claimant's right of termination for unpaid bills, in the absence of a specific indication that DWF can terminate immediately or without notice, its wording does not expressly displace the duty of cooperation which, in the particular circumstances described above, required the Claimant to forewarn the Defendant of its intention to terminate the retainer.

143. Having determined that clause 9(c) applies to termination for unpaid bills, and that therefore DWF does not have, under the Terms, an unfettered right to terminate the LoE without "*reasonable notice in writing*", I find that the Claimant breached clause 9(c) of the Terms by terminating the LoE without reasonable advance notice in writing.

Is the Defendant entitled to damages for breach of clause 9(c) of the Terms?

144. Having established a breach of the Terms, I now turn to the Defendant's entitlement to damages under the provisions of the Contract Regulations recalled above.

145. The Defendant claims QAR 5,000,000 in damages for breaches of contractual and professional duties. However, it fails to establish specific loss and causation. All what the Defendant advance is an unparticularised reference to costs arising out of the need to engage other lawyers.

146. In the Termination Letter, the Claimant indicated that it would cooperate with any lawyers appointed by the Defendant in relation to the prompt transfer of files if so directed by the Defendant. The Defendant did not request a transfer of files. In addition, the Claimant sent communications to the Defendant on 12 April 2026 explaining what outstanding steps remained in the four pending disputes: the S, AG, DR and AE disputes. Moreover, despite the termination, the Claimant took it upon itself to continue assisting the Defendant to ensure an orderly winding up of those disputes.

147. In the absence of proof of loss, the Defendant's entitlement is only to nominal damages (*Amberberg Limited and another v Thomas Fewtrell and others* [2023] QIC (F) 41, paragraph 66), which I assess at QAR 10. The claim for substantial damages must therefore be dismissed.

Did the Claimant breach its duty of good faith towards the Defendant by terminating the LoE without reasonable notice?

148. I now turn to the question whether the Defendant has a separate entitlement to damages on the basis of an alleged breach of good faith that would arise as a result of the way in which the LoE was terminated.

149. The Claimant's termination was inconsistent with a reasonable expectation that the Defendant would be forewarned before the Claimant brought the retainer to an immediate end. That expectation was justified for two reasons. First, the Claimant's conduct, exemplified by the QAR 1.6 million payment it accepted days before the termination. Second, the declarations of the Claimant's team managing the Defendant's account, as demonstrated by Ms Fatima Rupawala's (a personal assistant in DWF's team) indication on 8 April 2026 that the Claimant would "*appreciate settlement of the outstanding invoices within this month*". Although the Claimant argued at the hearing that Ms Rupawala lacked authority to allow an additional period for performance, I find that indication nevertheless contributed to a justifiable expectation on the Defendant's part that termination was not imminent and, in any event, would not take place without notice.

150. For the Claimant to comply with its duty of cooperation under article 54 of the Contract Regulations and the principles of good faith and fair dealing underlying that duty, the Claimant should have, at the very minimum, informed the Defendant that it no longer wished to accept late performance. By terminating the LoE without advance notice, the Claimant breached its duty of cooperation and the underlying principles of good faith and fair dealing between the parties. No additional loss has been established under this head of counterclaim. The QAR 10 awarded in respect of the termination recognises the same failure to give advance notice, and no further award is warranted.

Did the Claimant breach its professional standard of care by terminating the LoE without advance notice?

151. I now turn to the question whether, as the Defendant avers, the Claimant has fallen short of the standard of professional care expected of it under articles 53(3), 55(2) and 57 of the Contract Regulations by terminating the LoE without advance notice.



152. The question for this Court, as framed by the Defendant in its Statement of Defence and Counterclaim, is whether the "*manner in which the retainer was terminated*" breached the standard of professional care that the Defendant says should be expected of DWF.

153. Despite my previous finding that the Claimant has breached a specific contractual provision concerning its duty to give reasonable notice of its intention to terminate the LoE, the Defendant has failed to establish how the "*manner in which the retainer was terminated*" constituted a separate breach of the applicable standard of care or to provide evidence of loss. This head of counterclaim therefore fails.

Does the Defendant have a right to a set-off?

154. The two awards of nominal damages, totalling QAR 20, shall be set off against the amount payable to the Claimant. No further sum has been established as due to the Defendant.

Costs

155. Each party asks that the Court order the other party to pay its costs of these proceedings.

156. Article 34.2 of the Rules establishes the general rule that the unsuccessful party pays the successful party's costs, whilst preserving the Court's discretion to make a different order if it considers that the circumstances are appropriate, and without prejudice to the Court's general power to make such order as it thinks fit in relation to the parties' costs pursuant to Article 34.1. Pursuant to article 32.1.1, where a party has, without reasonable excuse, failed to comply with any directions or an order from the Court or a provision of the Rules, the Court may make a costs order against that party in accordance with article 34 of the Rules.

157. The Claimant substantially succeeded on the debt claim but has been found in breach of its obligations in relation to the conflict notification and the termination of the retainer without notice. The Defendant has for its part presented its case in a disorderly fashion and has made several unwarranted attempts to submit evidence out of time without leave of the Court. Its success on the counterclaim is confined to nominal damages.



158. The Claimant's breaches and the Defendant's limited success on the counterclaim warrant a reduction in the Claimant's recoverable costs. Taking those matters together with the parties' conduct, I order the Defendant to bear 70% of the Claimant's reasonable costs of these proceedings, to be agreed or assessed by the Registrar. I decline the Claimant's request for an award on the indemnity basis. No separate costs award is made in favour of the Defendant.

By the Court,

[signed]

Justice Dr Georges Affaki

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

Representation

The Claimant was represented by Simon Hale KC of 4 Pump Court (London, UK), instructed by DWF LLP (Doha, Qatar).

The Defendant was represented by the Ahmed Mohamednoor Al Mushiri Law Office (Doha, Qatar).

DIGITALLY SIGNED AND VERIFIED
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