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) 79**

**IN THE QATAR FINANCIAL CENTRE**

**CIVIL AND COMMERCIAL COURT**

**FIRST INSTANCE CIRCUIT**

**Date: 22 November 2026**

**CASE NO: CTFIC0067/2026**

**EISSA AL-KUWARI**

**Claimant**

**v**

**EXPERTS CREDIT SOLUTIONS CONSULTANCY LLC**

**Defendant**

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**JUDGMENT**

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**Before:**

**Justice Fritz Brand**

## Order

1. The Claimant's claim is dismissed.

2. The Claimant is to pay to the Defendant its reasonable costs of defending the proceedings, to be assessed by the Registrar if not agreed.

## Judgment

### Introduction

1. The Claimant, Mr Eissa Al-Kuwari, is a Qatari national. The Defendant, Experts Credit Solutions Consultancy LLC, is a corporate entity registered and licenced to do business in the Qatar Financial Centre (the '**QFC**'). This Court thus has jurisdiction in accordance with article 9.1.1.3 of the Court's Rules and Procedures (the '**Rules**')(article 8(3)(c/4) of the QFC Law, Law No. 7 of 2005).

2. Because of the sum and the nature of the issues involved, the claim was allocated by the Registrar to the Small Claims Track of this Court under Practice Direction No.1 of 2022 (the '**Practice Direction**'). The established procedure is that where cases have been allocated to the Small Claims Track, it is important that such cases be determined as quickly and efficiently as possible and that it is in keeping with the Practice Direction for the Court to go on to determine the claim usually on the papers. In adopting this approach, I have concluded that the case can be determined on the written material before me and without hearing oral evidence or argument.

3. The Claimant claims payment of an amount of QAR 45,000 plus unquantified damages and costs. The claims have their origin in a written agreement concluded between the parties on 26 August 2023 (the '**Agreement**'). In terms of the agreement, the Defendant undertook to prepare a feasibility study for the Claimant pertaining to the planned development of a medical centre, the St Luke Medical Centre, for the Philippine expatriate community in Doha for a contract fee of QAR 45,000. Clause 2 of the Agreement defined the scope of services by reference to seven principal components: an executive summary; project and services assessment; technical

assessment; market assessment; supply and demand assessment; financial assessment; and conclusions.

4. The Claimant's case is, broadly stated, that although he had paid the contract price and complied with all his other obligations in terms of the Agreement, the Defendant had failed to deliver the feasibility study, either timeously or at all. In result, so the Claimant contends, he terminated the Agreement as he was entitled to do in law. On that basis he claims restitution by way of repayment of the QAR 45,000, together with unidentified and unquantified damages he allegedly suffered because of the Defendant's breach.

5. In its Statement of Defence, the Defendant denies that it was in breach of the Agreement. In June 2024, so the Defendant contends, it delivered a draft feasibility study of 60 pages to the Claimant's nominated representative, a Dr Tawfiq, with the request for comment and further information in the form of fit-out estimates, equipment details and quotations. Without the requested further information, so the Defendant alleges, it was unable to complete the feasibility study in that this information "*informed the initial capital requirement, the cost of assets and equipment, financing needs, certain operating costs, and the reliability of financial projections and cash-flow forecasts*". But despite subsequent follow-up requests, so the Defendant avers, the Claimant failed to provide the requested information. This is the reason, so the Defendant's answer concludes, why the feasibility study has not yet been finalised.

6. The draft feasibility study relied upon by the Defendant was filed as part of the supporting documents to its Statement of Defence. According to the Defendant, this document, which is the one allegedly delivered to Dr Tawfiq, comprised about 80% of the work involved in the preparation of the feasibility study for which the contract price was paid. On the face of it, the document seems to cover all seven components specified in the Agreement. In addition, it seems to demonstrate a substantial amount of work and effort by those involved in its preparation.

7. In his Reply the Claimant denies every material aspect of the Defendant's answer. So, for example, he denies any relationship between him and Dr Tawfiq. In consequence, it is denied that delivery of the draft feasibility study to Dr Tawfiq constituted delivery



to the Claimant. Nor, so the Claimant adds, was it delivered to the Qatar Development Bank. It is denied that the draft feasibility study filed in Court was prepared for the St Luke's Medical Centre. This draft, so the Claimant avers, "*was previously prepared for another company and the name of the claimant was merely added*."

8. It is denied that further information and documents were requested by the Defendant. Moreover, the Claimant challenges the Defendant to identify the documents requested, and to plead "*the date of each request and the relevance of each document*". Apart from these denials, the Claimant raises various arguments resembling points of debate. For instance, that the Defendant's 80% estimate of the work done was not confirmed by an expert; and that the Defendant has failed to prove that the draft feasibility study was in fact received by Dr Tawfiq.

**Discussion**

9. As I see it, the Claimant's Reply suffers from the misapprehension that the onus is on the Defendant to establish the factual basis of its defence on a balance of probabilities. This is not so. On the contrary, the proverbial boot is on the other foot. Accordingly, the onus is on the Claimant to establish that the Defendant had failed to comply with its contractual obligations. Hence he has to persuade the Court, on balance, that (i) the feasibility study relied upon did not pertain to the St Luke's Medical Centre project, as alleged; and/or (ii) that it was not delivered to Dr Tawfiq, and/or that there was no relationship between him and Dr Tawfiq; and/or (iii) that the Defendant's allegation that it requested the further information was untrue; and/or (iv) that the information requested was not necessary for the completion the feasibility study.

10. Having regard to the facts available to me, I find that the Claimant has failed to establish his case. I say that for the following reasons. The Claimant's speculation that the draft feasibility study filed was not prepared for the St Luke's Medical Centre project is completely devoid of any factual basis. The fact that the feasibility study was delivered to Dr Tawfiq is effectively uncontroverted by the Claimant and is in any event supported by the Defendant's evidence of WhatsApp communications.

11. As to the relationship between the Claimant and Dr Tawfiq, I can think of no reason why the Defendant's representatives would persist in communicating with Dr Tawfiq



if they had no reason to think that he was mandated to act on behalf of the Claimant. Hence, I find that on balance I can safely accept the Defendant's evidence that Dr Tawfiq was held out by the Claimant as his duly authorised representative. The complaint that the draft feasibility study was not delivered to the Qatar Development Bank seems to flounder on two grounds: first that this was not a requirement of the agreement, and second, that would hardly serve any purpose to provide the bank with an uncompleted feasibility study.

12. As to the Claimant's alleged failure to respond to the Defendant's repeated requests for information and documents, the Claimant faces a fundamental problem. It is this: the Defendant's case is that the requests were communicated to Dr Tawfiq. The Claimant's answer is that he had no relationship with the latter. Once it is held, as I do, that Dr Tawfiq was held as the Claimant's authorised representative, the Defendant's evidence of the requests and the Claimant's non-compliance with these requests effectively stands uncontroverted. The debating point that the information requested was unnecessary for the completion of the feasibility study is not supported by any evidence.

**Conclusion**

13. Accordingly, I find that the Claimant has failed to establish that he was entitled to terminate the agreement between the parties, which is fundamental to his claim for restitution. In any event, and even if the Defendant was held to have been in breach, article 110(2)E of the QFC Contract Regulations 2005 provides that termination of a contract is not an option where "*the non- performing party will suffer disproportionate loss as a result of the preparation or performance if the contract is terminated*". Since I have no reason to discard the evidence of the Defendant that 80% of the preparation work had been done, I find that termination of the agreement would in any event have been an inappropriate remedy.

14. These are the reasons for the order I make.



**By the Court,**




**[signed]**

**Justice Fritz Brand**

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

Representation

The Claimant was represented by Sultan Al-Hemaidi Advocates & Legal Consultants Office (Doha, Qatar).

The Defendant was self-represented.



DIGITALLY SIGNED AND VERIFIED
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