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) 74

IN THE QATAR FINANCIAL CENTRE

CIVIL AND COMMERCIAL COURT

FIRST INSTANCE CIRCUIT

Date: 3 November 2026

CASE NO: CTFIC0063/2026

HEIRS OF EKBAL MIA (DECEASED)

Claimant

v

SEIB INSURANCE AND REINSURANCE COMPANY LLC

Defendant

JUDGMENT

Before:

Justice Her Honour Frances Kirkham CBE

Order

1. The Court declares that it lacks jurisdiction to hear and determine the claim, and the proceedings are therefore dismissed.

2. The Claimants must pay the Defendant's costs of the application, to be assessed by the Registrar if not agreed.

Judgment

1. This is an application by the Defendant, Seib Insurance & Reinsurance Company W.L.L. ('**Seib**'), pursuant to article 19.2 of the Court's Rules and Procedures (the '**Rules**') for an order declaring that the Court lacks jurisdiction to determine the claim.

2. Alternatively, Seib requests that the Court decline to exercise jurisdiction under article 9.4 of the Rules. Seib also seeks its reasonable costs of this application.

3. The application was made within the time limits prescribed by article 19 of the Rules.

4. Mr Iqbal Mia was employed by Redco International Trading and Contracting W.L.L ('**Redco**'). On 6 March 2025, Mr Mia suffered very serious injuries at work, and shortly thereafter died from his injuries.

5. Mr Mia's heirs are said to be Mubassira Begum, Ferdousi Akter, Iman Hossain Late Iqbal and Khatija Akter (Mr Mia's mother, wife, son and daughter, respectively), together described as the '**Heirs**'. The Heirs are Bangladeshi individuals, residing outside Qatar.

6. The Heirs make this claim against Seib relying on a Workers' Compensation / Employers' Liability insurance policy dated 20 March 2024, said to have been issued by Seib to Redco for the period from 21 March 2024 to 20 March 2025. The Heirs' case is that Mr Mia was one of the workers insured by that policy of insurance. They claim that Seib is liable to pay them compensation in the total sum of QAR 6m in respect of Mr Mia's death,

7. The Qatari authorities brought criminal proceedings against two men with whom Mr Mia had been working and Redco. By criminal judgment in June 2025 the criminal court found the two accused Redco employees responsible for the accident. The two men were each ordered to pay QAR 3,000. The criminal court also ordered the two men and Seib, in its capacity as Redco's insurer, to pay the Heirs the legal Diyah, in the sum of QAR 200,000.

8. This Court's jurisdiction is governed by article 8(3)(c) of Law No. 7 of 2005 (the '**QFC Law**'), as amended, and article 9.1 of the Rules.

9. Article 8(3) of the QFC Law identifies this Court's jurisdiction, in respect of the following:

> *Article 8(3)(c)(1) - Civil and commercial disputes arising from transactions, contracts, arrangements or incidents taking place in the QFC.*
> *Article 8(3)(c)(2) - Civil and commercial disputes arising between the QFC authorities or institutions and the entities established in the QFC.*
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> *Article 8(3)(c)(3) - Civil and commercial disputes arising between entities established in the QFC and contractors and employees of such QFC entities, unless the parties agree otherwise.*
>
> *Article 8(3)(c)(4) - Civil and commercial disputes arising from transactions, contracts or arrangements taking place between entities established within the QFC and residents of the State of Qatar or entities established in the state but outside the QFC, unless the parties agree otherwise.*
>
> *Article 8(3)(c)(5) - Civil and commercial disputes relating to other entities, which are assigned to it by a law.*

10. The policy of insurance between Redco and Seib identified Redco as the insured. The policy listed some 2,633 Redco employees relevant to the scope of cover. Cover was defined as follows:

> *…. if any time during the Period of Insurance any Employee in the Insured's immediate service shall sustain Bodily Injury arising out of and in the course of his employment by the Insured in the Business and if the Insured shall for such injury be*
>
> *Section 1. Workers Compensation*
> *liable to pay compensation under the provisions of the Labour Law (as prevailing) of the State of Qatar*

and / or

Section 2. Employers' Liability
held legally liable to pay compensation (including for the claimant's costs and expenses, if any awarded) under Common Law within the State of Qatar as prevailing at the date of inception of the Period of Insurance,
then subject to the terms exceptions and conditions contained herein or endorsed hereon the Insurers will indemnify the Insured against all sums for which the Insured shall be so liable. The Insurers will in addition in respect of indemnity under Section 2. indemnify the Insured for all costs and expenses incurred with its written consent in defending any claim for such compensation provided that the total liability of the Insurers for all compensation and costs and expenses under Section 2. shall not exceed the amount stated in the Schedule in respect of any one occurrence or the amount stated in the Schedule as the aggregate of all occurrences during the Period of Insurance.

11. The Heirs' case is that they are entitled to be paid by Seib pursuant to the Seib/Redco insurance policy. They submit that they are thus entitled to bring these proceedings by reason of article 8(3)(c)(4) of the QFC Law, on the ground that Seib is established in the QFC and Redco is established in the state of Qatar outside the QFC.

12. The heirs rely on the decision in this Court in *Manwara Begum v Rashel and others*, [2023] QIC (F) 34. In that case the heirs of a man who had died as a result of injuries sustained in a motor vehicle accident were entitled to bring their claim in this Court because the relevant policy of insurance permitted an affected party who was entitled to compensation to sue the insurer directly, albeit that person was not a party to the policy.

13. Here, however, the position is different. The Seib/Redco insurance policy contains no similar provision permitting an affected party to compensation under the policy. As set out above, the policy covered Redco's liabilities. It did not confer on the Heirs an independent right to recover directly from Seib. To the contrary, the policy includes (in a Personal Accident Insurance Extension concerning non-occupational accidents arising outside working hours) an express provision that, "*no compensation shall be payable in circumstances where the Insured Employee was engaged in an activity related to his/her work/employment*."

14. As the Heirs say Mr Mia sustained his fatal injuries while working for Redco. Even if the Heirs could have established a prima facie right to payment by Seib, the policy expressly excludes direct payment for the accident and injuries sustained by Mr Mia.

15. The Heirs have not demonstrated that this Court has jurisdiction by reason of any of the circumstances set out in article 8(3)(c) of the QFC Law or article 9 of the Rules. The proceedings should be dismissed.

16. In their application, Seib say that the premium due under the policy remained unpaid at the time of the accident and remains unpaid as of the date of their application. The factual basis of that assertion and its consequences are matters which would fall to be dealt with if the Court had jurisdiction and the case had proceeded to determination. No findings are made in respect of those matters.

17. Seib have succeeded in its application. It is entitled to an order requiring the Heirs to pay its reasonable costs of making the application.

By the Court,

[signed]

Justice Her Honour Frances Kirkham CBE

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

Representation

The Claimant was represented by Mohsin Al-Haddad Law Firm and Legal Consultants (Doha, Qatar)

The Defendant was represented by Al-Marri and El-Hage Law Office (Doha, Qatar).

DIGITALLY SIGNED AND VERIFIED
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