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) 80

IN THE QATAR FINANCIAL CENTRE

CIVIL AND COMMERCIAL COURT

FIRST INSTANCE CIRCUIT

Date: 22 November 2026

CASE NO: CTFIC0072/2026

INTERNATIONAL LAW CHAMBERS LLC

Claimant

v

RAHAVAN SEETHARAMAN

Defendant

JUDGMENT

Before:

Justice Tan Sri Nallini Pathmanathan

Order

1. The claim is dismissed.

2. The Claimant shall pay the Defendant's reasonable costs of these proceedings, if any, to be assessed by the Registrar if not agreed.

Judgment

Introduction

1. The Claimant, International Law Chambers LLC ('**ILC**'), is a limited liability company established in the Qatar Financial Centre ('**QFC**'). The Defendant, Dr Rahavan Seetharaman, was formerly the Chief Executive Officer of Doha Bank. From 2023 to 2026 ILC acted for him, working with a Qatari law firm, Saeed Al-Marikhi Advocates and Legal Consultants Office ('**Qatari Counsel**'), in proceedings before the other national courts to recover his employment entitlements from Doha Bank and in the enforcement of the judgment he obtained.

2. ILC claims QAR 25,000 as professional fees for additional legal services rendered in connection with the enforcement proceedings between February and September 2026. Its case is that those services fell outside the scope of an enforcement mandate that had already been agreed and paid for, and that the Defendant agreed orally to pay additional remuneration for such additional services in several conversations with ILC's Managing Partner. ILC also claims interest, a further QAR 25,000 by way of moral damages, a judicial penalty under article 98 of the QFC Contract Regulations 2005 (the '**Contract Regulations**'), and its costs.

3. The Defendant, who acts in person, denies that any additional fee was ever proposed to him or agreed by him. He maintains that every fee-bearing mandate during the engagement was identified and agreed in writing in advance, that every such fee has been paid in full, and that the work now relied upon was undertaken under an enforcement engagement for which he had already paid QAR 25,000.

4. ILC is an entity established in the QFC, and the dispute arises out of its engagement by the Defendant. The Standard Terms of Engagement which the Defendant signed on 18 November 2025 (the '**Standard Terms**') provide, at clause 20, for submission to the



jurisdiction of the courts of the QFC. This Court has jurisdiction to determine the matter under article 8(3)(c/4) of the QFC Law (Law No. 7 of 2005).

Procedure

5. The claim was allocated to the Small Claims Track of the First Instance Circuit under Practice Direction No. 1 of 2022. As this Court observed in *Al Hattab Security Services v Flank Technologies LLC* [2024] QIC (F) 12 at paragraph 2 and repeated in *International Law Chambers LLC v Learnvert Trading WLL* [2026] QIC (F) 1 at paragraph 2, claims on this track should be determined as quickly and efficiently as possible and, usually, on the papers.

6. The Court has before it the Claim Form dated 20 October 2026 with its annexures, including the witness statements of Mr Kumar, of Mr Mostafa Maher (a Senior Associate of ILC) and of Mr Mostafa Helawany (a Senior Associate of Qatari Counsel); the Statement of Defence dated 2 November 2026, the Defendant's witness statement of the same date and its exhibits; and ILC's Reply dated 10 November 2026 with its annexure. The Court has considered all the material.

7. This dispute turns on what was said in unrecorded telephone conversations. That makes it all the more important to weigh the oral accounts against the contemporaneous documents, the course of dealing between the parties and the inherent probabilities. The Court is satisfied that it can fairly determine the claim on the written material because the documentary record is extensive. The outcome does not depend on a finding that any witness has been dishonest. The dispute turns on whether ILC, which bears the burden of proof, has established the agreement on which its claim rests.

Background

<u>The engagements and fees paid</u>

8. The parties entered into a first engagement letter on 15 January 2023 for the first-instance proceedings before the Labour Disputes Committee. Clause 4.1 provided for a capped fee of QAR 120,000, payable in two tranches. Clauses 4.4(a) and 4.4(b) expressly excluded fees for appeals and for filing the award for execution. On 31 December 2024, the Labour Disputes Committee gave judgment for the Defendant in Case No. 19469/2023, awarding QAR 10,506,378.61 together with compensation of QAR 2,000,000 (the '**Judgment**').



9. On 15 January 2025, Ms Tressa Maria, an associate of ILC, wrote to the Defendant by email proposing that enforcement proceedings be initiated. The material part of the email reads:

> *The fee for filing an enforcement case is QAR 25,000, which includes an enforcement fee of QAR 5,000. This fee also includes our scope of work, which covers follow-ups on enforcement proceedings for a duration of two years.*

10. The email asked for the Defendant's "*confirmation of this fee quote*". He replied the following day, "*Please proceed*". ILC invoiced the fee on 24 January 2025, and it was paid. In this judgment that arrangement is called the '**Enforcement Mandate**'.

11. A separate engagement was concluded for the appeal, at a fee of QAR 110,000 in two tranches. The appeal court gave judgment on 20 October 2025. A further engagement letter dated 17 November 2025 (the '**Cassation Engagement Letter**'), signed by the Defendant on 18 November 2025, governed the proceedings in the Court of Cassation. Clause 3.1.2 provided for a lump sum of QAR 110,000, payable in two tranches of QAR 55,000, the second "*upon the rendering of the judgement at the Court of Cassation*". The scope of work in paragraph 2 of that letter was confined to the cassation proceedings.

12. The Cassation Engagement Letter, and the Standard Terms attached to it, contain several provisions to which both parties have referred:

    i. clause 3.4(a) of the Cassation Engagement Letter: "*Our scope of work is limited to that set out in paragraph 2*";

    ii. clause 3.4(f) Cassation Engagement Letter: ILC reserves the right "*to charge additionally if our work on the matter ends up taking longer than we have anticipated due to delays beyond our control, it being clarified that such delays will be notified to the Client*";

    iii. clause 3.4(g) Cassation Engagement Letter: "*Additional work outside of the scope of the Services … will be chargeable on a time spent basis at our standard hourly rates*", the hourly rates being those set out in clause 3.1.1;

iv. clause 3.5 : payments due to third parties are to be incurred "*upon obtaining approval from the Client*";

v. clause 1.2 of the Standard Terms: the Standard Terms constitute "*the governing framework for the services rendered to you … in connection with any matter for which you engage our services, unless otherwise agreed*";

vi. clause 2.1 of the Standard Terms: the services for a particular matter "*will be established at the commencement of the matter and may be subject to modification through written mutual agreement as deemed necessary from time to time*"; and

vii. clause 4.1 of the Standard Terms: in the absence of an agreed fixed fee or alternative fee structure, ILC bills on an hourly basis.

13. The Court of Cassation gave judgment on 27 January 2026, which brought the proceedings on the merits to an end.

14. Exhibit D-02 is a schedule of the fourteen invoices which ILC rendered to the Defendant between January 2023 and September 2026, totaling QAR 398,035. Each professional fee in the schedule corresponds to a mandate agreed in writing: the two tranches under the first engagement letter, the Enforcement Mandate, the two appeal tranches and the two cassation tranches under the Cassation Engagement Letter. The remaining items are disbursements, principally translation and expert fees. Every one of those invoices has been paid.

<u>The enforcement work in 2026</u>

15. Enforcement steps had been taken in Enforcement Case No. 87500/2026 but were held in abeyance while the appeal and cassation proceedings were pending. They resumed at the beginning of February 2026. The judgment proceeds were held in the Enforcement Court's account at Qatar National Bank ('**QNB**') and were to be remitted to the Defendant's account in the United Arab Emirates. That proved slow and difficult. Among other things, an earlier transfer instruction was refused by the bank because of an outdated IBAN, and fresh instructions had to be endorsed by the enforcement judge.

16. The Defendant was in frequent communication with ILC throughout this period, principally through a WhatsApp group named "*DB Legal*", whose members included the Defendant, his daughter Ms Shweta Seetharaman, Mr Kumar and Mr Maher. ILC says that the group contains more than 400 messages between January and September 2026. The Defendant's messages are insistent and often daily. Schedule 1 to the Reply provides examples. They include *"please resolve it today. It is over 45 days since judgment was made. It is not normal. There could be undercurrent. Please sort it out today"* (5 April 2026); a request that the court's accounts department obtain the SWIFT confirmation from QNB (31 March 2026); a proposal to *"proceed with formal grievance as an aggrieved party and manifest to court, minister of justice and minister of labour"* (11 July 2026); a request to *"reach out through your contact & Abdullah Qjc to ensure we receive the court sign off for usd account"* (13 August 2026); and a letter which the Defendant himself drafted for the head of the Supreme Judicial Council ('**SJC**'), with the instruction *"Send the above letter. Get a formal response and we can move forward either way"* (30 August 2026).

17. In August 2026, the Defendant travelled to Doha, the first time being on 9 August accompanied by his daughter. He attended the Enforcement Court on 11 August 2026 and again on 16 August 2026. Mr Maher and Mr Helawany accompanied him on both occasions, and Mr Kumar also attended on 16 August 2026. Mr Kumar had advised him that this was unnecessary, writing on 15 August 2026, "*Your physical presence is not required*" and "*Please have some trust on us*".

18. The judgment proceeds were credited to the Defendant's account on 9 September 2026. That evening, at about 20.45, the Defendant telephoned Mr Kumar to tell him so.

The invoices and the correspondence that followed

19. On 7 September 2026, ILC invoiced the second cassation tranche of QAR 55,000, which had fallen due on 27 January 2026. The Defendant paid it on 15 September 2026. His covering email stated that no further services had been requested or were outstanding and that the payment concluded the engagement.

20. On 10 September 2026 Ms Maria sent the Defendant invoice No. ILC/RS-INV/2026/484 for QAR 25,000, describing it as "*the invoice for the additional work undertaken by the team in regard to the enforcement proceedings*". The invoice states



that it is issued "*pursuant to the Engagement Letter dated 17 November 2025*". It contains a single line of description: "*Professional fees for additional legal services rendered in connection with the enforcement proceeding*." It gives no breakdown in terms of work done or the fee earners.

21. The same afternoon, Ms Seetharaman replied on the same email thread, on which the Defendant was copied, asking: *"What exactly are these additional legal services and when were they rendered?*" Mr Kumar answered, "*I have discussed it with Sir last night.*" Ms Seetharaman asked him to "document in writing". Mr Kumar replied, "*The description is set out in the invoice clearly and I have spoken to sir on this*." When she pressed again, he said, "*We will wait to hear from him*." At 13.34 on 11 September 2026 the Defendant wrote to Mr Kumar: "*I am not aware of what this pertains to. What is the concern here? Please respond to Shweta's query*".

22. In parallel, Mr Kumar sent the Defendant a series of WhatsApp messages. On 10 September 2026, after forwarding the invoice, he wrote: "*Please look into this. I have to clear this payment to the guy by next week.*" On 11 September 2026 he wrote: "*Sir, with all due respect, you are well aware what this invoice pertains to. I do not intend to explain/elaborate this any further. Rest I leave this to you*", and then, "*In any case I will have to fulfill my commitments to the guys who have helped us in fighting it out*." On 15 September 2026 he wrote, "*I have paid these guys from my pocket*", and added, "*That's why we take our fee in advance. This time we acted on good faith (and waited for you to get your money before we raise our invoice) but clearly it didn't work*".

23. His last message that day read: "*You win. We lose. Lesson learnt. Thanks*." Earlier messages in the same correspondence refer to ILC "*exploring our network in other firms to get to the right guy in the enforcement court*" (29 April 2026), to what "*Our guy in court told Mostafa*" (18 August 2026), and to "*Our guy*" being "*very certain that instructions were given to QNB*" (24 August 2026).

24. On 16 September 2026 Mr Kumar sent a formal demand. He accepted that "*our original scope contemplated follow-ups in relation to the enforcement proceedings*" but said that the appellate and cassation proceedings had "*materially affected the course and extent of the enforcement work*". He listed six categories of additional work. He asserted that "*during our multiple verbal discussions*" the Defendant had acknowledged the



additional work and "*verbally agreed that we will be compensated*". He also wrote that *"[a]s a general market practice, the legal fee for this additional work is taken in advance*", and he demanded payment within seven days.

25. On 21 September 2026 the Defendant denied any such acknowledgement or agreement. He asked ILC to produce evidence of the instruction, of his agreement to incur the fee, and of the applicable fee basis, and he repeated that he was ready to honour any obligation properly established as due. These proceedings followed.

The parties' cases

26. ILC's case, as developed in the Claim Form and the Reply, is as follows. The Enforcement Mandate covered the initiation of enforcement and the routine follow-up of the file through the court's electronic system. The work done between February and September 2026 was of a different kind: physical attendance at the Enforcement Court several times a week, meetings with officials and the enforcement judge, enquiries with QNB, letters to the SJC, and accompanying the Defendant and his family to court. Mr Kumar told the Defendant on the telephone that this work would attract additional fees, and the Defendant told him to proceed. That was an oral contract, valid under articles 8 and 15 of the Contract Regulations, and the price, not having been fixed, falls to be determined under article 58(1). In the alternative, an agreement is to be inferred from the parties' words and conduct. ILC further submits that recovery must follow on the ground that the Defendant has been unjustly enriched (*International Law Chambers LLC v Learnvert Trading WLL* [2026] QIC (F) 1 and on *Eversheds Sutherland LLP v Gulf Beach Trading and Contracting* [2024] QIC (C) 5), and that moral damages should be awarded (*Patricia Jaecklein v SDI Sports LLC* [2026] QIC (F) 12 and *Khadija Al-Marhoon v Ooredoo Group Company* [2023] QIC (A) 5).

27. The Defendant's case is that the Enforcement Mandate covered follow-up of the enforcement proceedings for two years without qualification; that nothing was ever said to him about the work falling outside it or attracting further fees; that the conversations attributed to him, including that of 9 September 2026, did not take place as described; that ILC refused to explain the invoice when asked; and that ILC's explanations have been inconsistent.

The issues

28. The issues are:

i. whether the "*Additional services*" fell outside the Enforcement Mandate, requiring additional remuneration;

ii. whether the Defendant agreed, orally or by conduct, to pay additional remuneration for the "*Additional Services*";

iii. if so, what remuneration is payable;

iv. whether ILC is entitled to recover on any alternative basis; and

v. the claims for moral damages, a judicial penalty, interest and costs.

29. Issue (ii) is decisive.

The legal framework

30. Article 8 of the Contract Regulations provides that nothing in the Regulations "*requires a contract to be made or evidenced in writing or by a particular form. It may be proved by any means, including witnesses.*" Under article 15, a contract is concluded "*either by the acceptance of an offer or by conduct of the parties that is sufficient to show agreement*". Article 20(1) of the Contract Regulations provides that a statement or other conduct of the offeree indicating assent to an offer is an acceptance, but that "*silence or inactivity does not in itself amount to acceptance*". Under article 46(2) of the Contract Regulations, a party's statements and other conduct are to be interpreted according to the meaning that a reasonable person of the same kind as the other party would give to them in the same circumstances. Article 47 of the Contract Regulations directs attention to all the circumstances, including the preliminary negotiations, "*practices which the parties have established between themselves*" and the parties' subsequent conduct. Article 11(1) of the Contract Regulations provides that the parties are bound by any practices they have established between themselves. Article 58(1) of the Contract Regulations stipulates how the price is to be determined where a contract does not fix the price, or provide for its determination.

31. It follows that the absence of a written agreement is not a bar to ILC's claim. An oral agreement to pay additional fees would be as binding as a written one. The Court does not proceed on any footing that a fee agreement between a law firm and its client must be in writing. The absence of writing is relevant as a matter of evidence, not of law.



32. The burden lies on ILC to prove, on the balance of probabilities, that:

    i. the words it relies upon were in fact spoken; and

    ii. viewed objectively, they amounted to an agreement by the Defendant to pay additional remuneration for identified services.

The approach to the evidence

33. In *Gestmin SGPS SA v Credit Suisse (UK) Ltd* [2013] EWHC 3560 (Comm) at paragraphs 15 to 22, Leggatt J (as he then was) explained why recollections of conversations are unreliable. Memory is reconstructed rather than retrieved. It is shaped by the witness's interest and by the process of preparing for litigation, and confidence in a recollection is no guarantee of its accuracy. He concluded that the better course is to place little reliance on witnesses' recollections of what was said in conversations and to base factual findings on the documentary evidence and on known or probable facts. That non-binding guidance has particular force where, as here, the Court decides on paper between two diametrically opposed accounts of telephone calls, each given by an interested party.

Issues

Issue (i): the scope of the Enforcement Mandate

34. The Enforcement Mandate is contained in a single sentence: the fee "*includes our scope of work, which covers follow-ups on enforcement proceedings for a duration of two years*". There is nothing in the mandate that confines the follow-up to applications made through the court portal, or to any particular method. The narrower reading in the Reply, which divides enforcement into an electronic second stage and a third stage of a "*different kind altogether*", does not appear in the email. It is a reading put forward after the event. To the extent that the words are unclear, article 50 of the Contract Regulations prefers the interpretation against the party that supplied them.

35. Read naturally, the words cover following up the enforcement proceedings until the Judgment was satisfied, within a period of two years. The two-year period ran from January 2025, so the whole of the work relied upon fell within it. Most of that work was following up the enforcement proceedings: chasing the Enforcement Court, enquiring of the court's accounts department and of QNB whether payment instructions had issued, regularising the IBAN, writing to the court deposits office, and writing to



the SJC about the delay in disbursement. All of it was directed to a single end, namely procuring the transfer of the Judgment sum.

36. The Court accepts that the Defendant was a demanding client, that the process proved far more laborious than anyone had expected in January 2025, and that ILC and Qatari Counsel did a considerable amount of work. Some of it, such as accompanying the Defendant and his family to court and dealing with the SJC, may well have gone beyond what anyone then contemplated.

37. ILC's own contemporaneous statements, however, do not support the sharp division now drawn. In the demand of 16 September 2026, Mr Kumar accepted that "*our original scope contemplated follow-ups in relation to the enforcement proceedings*", and he attributed the additional burden to the course of the appellate and cassation proceedings, not to work of a different kind. In his witness statement he says that, because of his long relationship with the Defendant, he:

> *... did not treat him as a regular client, whom I would ordinarily charge on a time-spent basis. Instead, I went beyond the scope of our engagement to provide him with all possible support in recovering his dues.*

38. Nor is there any document in which ILC told the Defendant, at any point during 2026, that the work then being done fell outside the Enforcement Mandate.

39. Even if some of the work fell outside the Enforcement Mandate, that would not, by itself, entitle ILC to further payment. A lawyer who does more than he has agreed to do, does not thereby acquire a right to be paid more. That right must rest on an agreement to pay, express or inferred. The volume of the work shows that the work was done. It does not show that the Defendant agreed to pay for it, in addition to the fee he had already paid. The claim therefore turns on issue (ii).

Issue (ii): was there an agreement to pay additional remuneration?

Mr Kumar's evidence

40. Mr Kumar is the only witness who gives direct evidence of the alleged agreement. His account, at paragraphs 18 to 20 of his witness statement, is that after the visit to the Enforcement Court on 16 August 2026 he spoke to the Defendant by telephone "*several times in the month of August*". He explained that the further assistance being requested involved further work by ILC and Qatari Counsel and that ILC "*would therefore need*

to charge additional professional fees". The Defendant told him, "… *in substance, to proceed and do everything necessary to secure the release of his judgment proceeds*". Mr Kumar says that he "*understood that exchange to mean*" that the Defendant had authorised the additional services on a paid basis. He accepts that no amount was agreed.

41. Three features of that call require consideration. First, the timing of the discussions has shifted. Paragraph 55 of the Claim Form places them "*across the month of August 2026*". Paragraph 60 refers to calls "*during the months of July and August 2026*". The witness statement places them after the visit of 16 August 2026. Paragraph 20 of the Reply refers to "*several telephone calls in June, July and August 2026*". No date is given for any particular call, and no call record has been produced, although the demand of 16 September 2026 offered "*call records*".

42. Second, on Mr Kumar's own account the Defendant's response was an instruction to "*proceed and do everything necessary*". That response is consistent with both an instruction to carry on under a mandate already paid for, as well as an assent to a new fee. Mr Kumar's understanding of the exchange is his own subjective understanding. The question under article 46(2) of the Contract Regulations is how a reasonable person in the Defendant's position would have understood what passed between them.

43. Third, the Court accepts that if a client is told plainly that identified further work will be charged in addition to the agreed fee, and he replies that the lawyer should proceed, that reply may well amount to acceptance, with the price then supplied by article 58(1) of the Contract Regulations. So, the decisive question is whether the Court is satisfied that a conversation of that objectively clear character took place.

The evidence of Mr Maher and Mr Helawany

44. Neither Mr Maher nor Mr Helawany claims to have heard the Defendant agree to anything. Their evidence on the point is that Mr Kumar told them that the Defendant had agreed. That evidence establishes that Mr Kumar said so to his colleagues at the time. It does not however establish that the Defendant agreed to pay additional fees for "*additional work*" done in procuring the release of the judgment sum. It does not establish the existence of an agreement between Mr Kumar and the Defendant to this



end. Their statements show at most that Mr Kumar's account has been consistent. It does not independently confirm the existence of an oral agreement.

45. Mr Helawany's evidence that Qatari Counsel required further remuneration, and that ILC agreed to pay it, concerns the relationship between ILC and Qatari Counsel. The Defendant had no fee arrangement with Qatari Counsel. ILC accepts that the fee-sharing between the two firms was a matter between them. A promise by ILC to Qatari Counsel, made on the strength of what Mr Kumar understood, shows what ILC believed or hoped. It is not evidence of what the Defendant agreed.

The contemporaneous documents

46. The DB Legal WhatsApp group contains, on ILC's own description, more than 400 messages between January and September 2026, and there is extensive email correspondence besides. Neither party has identified any message or email, before the invoice of 10 September 2026, in which ILC told the Defendant that the work being done fell outside the Enforcement Mandate, that further fees would be charged, or on what basis they would be calculated. Within those months Mr Kumar was writing to the Defendant about the very work in question. On 15 August 2026, for example, he urged the Defendant to "*have some trust on us*". At no point however was it mentioned that given the efforts being put into recover the monies, additional fees were justified.

47. This is telling in light of the context of this claim. Every earlier fee in this engagement was proposed in writing and accepted in writing. The Enforcement Mandate itself was a written quotation which expressly sought the Defendant's "*confirmation of this fee quote*". ILC's own terms contemplate that modifications to the services will be agreed in writing (clause 2.1 of the Standard Terms) and that delays giving rise to additional charges will be notified to the client (clause 3.4(f)). Mr Kumar's own messages describe ILC's practice as being to take its fee in advance. The record also shows the Defendant and his daughter repeatedly asking for written confirmation and for copies "*for my records*". Against that background, the existence of an oral agreement for additional fees above that specified in the Enforcement Mandate, not otherwise referred to in writing by either party, does not appear to be tenable. Articles 11(1) and 47(2) of the Contract Regulations require the Court to consider the practice the parties had established between themselves.



48. Mr Kumar offers an explanation. Because of his long relationship with the Defendant, he did not require an advance invoice or a written arrangement. Had he anticipated the dispute, he says, he "*would have instructed my team to undertake the additional work only upon receipt of payment and would have documented the arrangement in writing*". That explains the absence of writing, but it confirms that the alleged arrangement departed from ILC's ordinary practice. And the relationship on which Mr Kumar relies is the same relationship that, by his own account at paragraph 9 of his witness statement, led him to go beyond the scope of the engagement without treating the Defendant as a client to be charged on a time-spent basis. That may fit more with additional effort given out of personal regard than with a new oral agreement for "*additional fees*".

The invoice and ILC's explanations of it

49. If the agreement had been made as alleged, the answer to Ms Seetharaman's question on 10 September 2026, "*What exactly are these additional legal services and when were they rendered?*", would have been simple. Mr Kumar could have said that these were the attendances, enquiries and letters which he had told the Defendant in August 2026 would be charged, and which the Defendant had told him to undertake. He did not say that. He referred to a conversation "*last night*", did not put anything in writing, and on 11 September 2026 told the Defendant himself that he did not intend "*to explain/elaborate this any further*". The Reply says that Ms Seetharaman was not ILC's client and had no standing to demand an account. That does not meet the point. The Defendant was copied on the exchange, and on 11 September 2026 he asked in his own name for her query to be answered. The WhatsApp message declining to explain was sent to the Defendant himself.

50. The explanations that Mr Kumar did give at the time do not relate directly to the existence of an agreement for payment of fees for "*additional work*". They concerned payments to third parties: the need "*to clear this payment to the guy by next week*", his "*commitments to the guys who have helped us in fighting it out*", and the statement that he had "*paid these guys from my pocket*". That is a different basis from the one now pleaded, which is professional remuneration for ILC's and Qatari Counsel's work.

51. The relevance of these messages is this: when ILC's Managing Partner was first asked what the invoice was for, he explained it as a sum needed to meet commitments to unidentified third parties. That is a basis different from the one now advanced. The



inconsistency weakens the reliability of the account of what the invoice represents and of what was agreed.

52. The invoice in dispute states that it is issued "*pursuant to the Engagement Letter dated 17 November 2025*". That letter concerns only the cassation proceedings. The Reply explains that the letter and its Standard Terms were cited as the governing framework of the relationship. The Court accepts that this explains the reference. But if that framework governed, it provided that services might be modified "*through written mutual agreement*", that delays attracting additional charges would be notified, and that work outside scope would be charged "*on a time spent basis at our standard hourly rates*". ILC has not invoked the hourly basis and has produced no record of the time spent. The Reply refers to Annexure IX for the time spent, but that Annexure is the demand of 16 September 2026 and contains no record of time. The figure of QAR 25,000, which is the same as the fee for the Enforcement Mandate, is explained only as having been "*determined*" by Mr Kumar with Qatari Counsel's office.

The telephone call of 9 September 2026

53. Mr Kumar's evidence is that during the call of 9 September 2026 he told the Defendant that, now that the funds had arrived, ILC would issue an invoice for a nominal fee, and that the Defendant replied, "*yes please do that*". The Defendant denies that any invoice or fee was mentioned. The invoice was sent the following afternoon. When asked about it, the Defendant wrote on 11 September 2026 that he was "*not aware of what this pertains to*". That statement is difficult to reconcile with his having expressly approved the invoice the previous evening, and still more so with his having agreed in August 2026 to pay for the work. The Reply contends that the Defendant's email does not deny that the conversation took place. The Court does not accept that reading. A statement that one is not aware of what an invoice relates to denies knowledge of its basis.

54. In any event, a conversation that took place after the work had been completed could not have been the agreement under which the work was undertaken. At most it would be an acknowledgement. Even on Mr Kumar's account, what was mentioned was a "*nominal fee*" associated with Qatari Counsel, which is again a different description from the one now pleaded.



The Defendant's evidence

55. ILC submits that the Defendant's evidence is a bare denial that does not engage with his own instructions. There is force in the observation that his witness statement is brief. But a denial that a conversation took place can rarely be more than a denial. The Defendant's instructions are not in dispute. They are consistent with his case that he was pressing his lawyers, sometimes excessively, under a mandate he believed he had paid for. ILC asks why he would have given such instructions if the work was routine and already paid for. The answer is that he wanted his money and regarded follow-up as something he had already paid for. The persistence of a client's instructions is not, without more, evidence that he agreed to pay more for them, particularly where he was never told in writing that further fees would be charged.

56. The Defendant's conduct in relation to fees is consistent with his account. He paid each of the fourteen invoices rendered to him, including the cassation tranche of QAR 55,000 after he had received the judgment proceeds. He challenged the disputed invoice at once and in writing. It is difficult to conclude as ILC submits in its Reply that the Defendant's email of 15 September 2026 supports an inference of bad faith. It was a statement of the position he has maintained throughout.

Conclusion on issue (ii)

57. The Court has considered the evidence as a whole. Mr Kumar may sincerely believe that the Defendant agreed to pay for additional work. But his account is not corroborated by any independent source and is not supported by contemporaneous document. The timing of the alleged discussions has varied from in the submissions. The account is contradicted by the Defendant's immediate written response to the invoice, and it is not consistent with ILC's established practice, with its own terms of engagement and with the explanations Mr Kumar gave when the invoice was first questioned.

58. It is possible that during the difficult weeks of August 2026 Mr Kumar remarked to the Defendant that the work was a great deal more than had been envisaged, and that he took the Defendant's urging to "*do everything necessary*" as assent to further charges. But an exchange of that kind would not have been understood by a reasonable person in the Defendant's position as entry into a new fee-bearing mandate for "*additional work*". It was unaccompanied by any statement of the basis, amount or scope of the



further charge. It departed from every earlier fee arrangement between the parties, and it was never recorded by either side. The words relied upon are vague, and accordingly insufficient to identify the terms of any agreement.

59. What probably arose was a genuine misunderstanding between the parties. In the pressure of August 2026, Mr Kumar probably said something to the effect that the work was far more than anyone had expected and would cost more. The Defendant, focused on getting his money, replied "*do whatever is necessary*", meaning under the fee he had already paid. Each now honestly believes his own version. That is exactly the situation the objective test and the burden of proof exist to resolve. Where the words were that loose, there is no agreement on identified terms, and the party asserting the contract loses.

60. The Court is therefore not satisfied, on the balance of probabilities, that the Defendant agreed to pay additional remuneration for the enforcement work.

Agreement inferred from conduct

61. ILC's alternative case is that an agreement is to be inferred from the parties' words and conduct, under article 15 of the Contract Regulations. Here, there was no offer of identified terms to which the Defendant's conduct could be referable. His instructions were equally consistent with the Enforcement Mandate. The alternative case adds nothing to the case on oral agreement, and it fails for the same reasons.

The temporal scope of any agreement

62. There is a further difficulty which would have arisen even had the agreement been proved. On Mr Kumar's evidence the discussions took place after 16 August 2026, and the services he described were further services to be performed. The work said to have been additional, however, began in late February 2026. Consideration is not required for a binding contract (article 31(2) of the Contract Regulations), but the question is what was agreed. On Mr Kumar's account, the agreement looked forward. It could therefore have covered only the work done between about 17 August 2026 and 9 September 2026, which consisted principally of the dealings with the SJC (including the letter which the Defendant himself drafted) and further correspondence with the court. There is no evidence apportioning any part of the sum claimed to that period. The claim for QAR 25,000 could not reasonably have been sustained on that basis.



Issue (iv): the alternative bases of claim

63. The Contract Regulations provide for restitution on the termination of a contract (article 115), which is not this case. Insofar as ILC seeks to invoke a common-law restitutionary claim for the value of services, such a claim is not available where the services were rendered within the subject matter of a subsisting contract that provided for their remuneration, here the Enforcement Mandate. Questions of remoteness of damage for breach of contract have no application where no breach is established.

64. *Learnvert* does not assist ILC. In that case the fee terms, including an hourly rate for additional work, had been proposed and acknowledged in writing. The defendant did not deny them, and the claim was supported by timesheets. Each of those features is absent here. The Court readily accepts the general proposition, drawn by ILC from *Eversheds Sutherland*, that law firms must be able to recover the fees owed to them. That proposition presupposes that the fees are owed, but here that has not been established.

Issue (v): moral damages, judicial penalty and interest

65. The claim for moral damages fails at the outset because no breach of contract has been established.

66. A judicial penalty under article 98 of the Contract Regulations presupposes an order to perform, and there is none. No sum having been found due, no question of interest under article 104 arises.

Concluding observations

67. It is right to record that nothing in this judgment diminishes the work that ILC and Qatari Counsel undertook on the Defendant's behalf, or the persistence with which they pursued the release of his funds. The Defendant has had the benefit of that work, and the falling-out that followed its successful conclusion is regrettable. The Court's decision is not a finding that any of ILC's lawyers has acted dishonestly or improperly in any way, or that their work was without value. It is a finding that ILC has not proved to the requisite standard that the Defendant agreed to pay for that work beyond the fees already agreed and paid.



Costs

68. The general rule is that the unsuccessful party pays the costs of the successful party. The Defendant has acted in person. He is entitled to reasonable costs of the proceedings, if any, to be assessed by the Registrar if not agreed.

By the Court,

[signed]

Justice Tan Sri Nallini Pathmanathan

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

Representation

The Claimant was self-represented.

The Defendant was self-represented.

DIGITALLY SIGNED AND VERIFIED
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