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) 78

IN THE QATAR FINANCIAL CENTRE

CIVIL AND COMMERCIAL COURT

FIRST INSTANCE CIRCUIT

Date: 22 November 2026

CASE NO: CTFIC0010/2026

JEAN MARC ARTHUR RIEGEL

Claimant/Respondent

v

YOUSUF ALI Y M AL-AALI

Defendant/Applicant

JUDGMENT

Before:

Justice Fritz Brand

Order

1. The Defendant's application to set aside default judgment ([2026] QIC (F) 43) is granted.

2. The Defendant is granted leave to file and serve his Defence within 14 days of the date of this judgment.

3. The costs of and occasioned by this application are to stand over for later determination.

Judgment

Introduction

1. The Applicant, who is the Defendant in the main case, is Mr Yousuf Al-Aali. The Respondent, the Claimant in the main case, is Mr Jean Riegel. This is an application by the Applicant, pursuant to article 22.8 of the Rules and Procedures of this Court (the '**Rules**'), for the setting aside of a default judgment granted against him by this Court on 7 July 2026 in favour of the Respondent, in an amount of QAR 300,000 plus interest of 5% per annum on that amount. The claim arose from the Claimant's shareholding in a corporate entity, Pivot LLC (the '**Company**'), registered and licenced to do business in the Qatar Financial Centre ('**QFC**'). While the Respondent holds 20% of the shares in the Company, the Applicant holds the balance of 80%. The Respondent's claims in the main case are essentially based on the minority protection provisions in article 134 of the QFC Companies Regulations 2005, which confers jurisdiction on this Court. Hence, this Court derives jurisdiction from these provisions, through the gateway of article 9.3 of the Rules, to determine the disputes between the parties (see also *J v K* [2026] QIC (A) 15).

2. Proceedings started when the Respondent's Claim Form and supporting papers were served on the Applicant's home address by Registered Post in accordance with article 18.3.3 of the Rules on 28 April 2026. The relief sought was set out in paragraph 88 of the of the Statement of Claim. Broadly stated, it comprised: (i) an order under article 134 of the QFC Companies Regulations 2005 requiring the Defendant and the company to execute and deliver, within 14 days, the corporate documents required to effect a lawful closure of the Company (including any special resolution and directors'

declarations); (ii) in the alternative, an order authorising the Claimant, or a person appointed by the Court, to execute and file those documents and to pursue the Company's deregistration; (iii) delivery up of the Company's books, registers, accounting records, passwords, and other property; (iv) removal of the Claimant's name from the QFC registers as director, officer, signatory, or authorised representative; (v) in the alternative, an order under article 134(2)(B) of the QFC Companies Regulations 2005 requiring the Defendant to purchase the Claimant's 20% shareholding at fair value; (vi) damages or compensation under articles 133 and 134(2)(E) of the QFC Companies Regulations 2005 for the Claimant's personal losses and harm to his professional reputation, quantified at QAR 300,000; (vii) interest at 5% per annum; and (viii) legal costs.

3. Under article 20 of the Rules, the Applicant was afforded 28 days to file his Defence to the claim. When he failed to do so, the Respondent applied for judgment by default. On considering the application the Court held, however, that apart from the claims for QAR 300,000 and for interest on that amount, it had no jurisdiction to grant default judgment for the balance of the relief sought. Accordingly, judgment granted was for the claim sounding in money only, while the Respondent was afforded leave to seek the balance of the relief by way of an application for summary judgment properly served on the Defendant in accordance with the Rules of this Court.

Service of the claim

4. In this application for the setting aside of the default judgment, the case advanced by the Applicant is that he had no knowledge of the action against him until 29 September 2026 when the Respondent sought execution of the judgment in the Enforcement Court. He then launched this application six days later on 5 October 2026. From the Respondent's answer to the application, it appears that the Applicant's version probably true. I say that because of the Respondent's statement that the "*parcel*" containing the Claim Form and supporting documents were returned to him with the note that it was undelivered.

5. In his opposing papers, the Respondent nonetheless embarked on a lengthy discussion, seemingly in support of the contention that, because service was affected in accordance with the provisions of the Rules, the Applicant must be deemed to have notice of the



case against him since the time of its inception. This led to an equally lengthy answer by the Applicant in a further response. But I think the debate misses the point. For purposes of the default judgment application it was good enough that service was affected in accordance with the Rules. But at this stage the enquiry is whether the Applicant in fact had notice of the action instituted against or not. The reason for the enquiry is self-evident. If the Applicant indeed had notice, the inference would be justified that his failure to enter an appearance to defend was intentional. That would plainly put a different complexion on his application for the setting aside of the judgment. But in this case, as I have said, it must be accepted that he had no such notice. Concomitantly it can be accepted that if he actually received service, he would have taken steps to oppose.

Real prospect of successfully defending the claim

6. Yet, the mere fact that the Applicant would have opposed the claim does not in itself justify the setting aside of default judgment. In terms of article 22.8 the grounds for the setting aside of a default judgment are:

> *The First Instance Circuit may set aside or vary the default judgment if it is satisfied that:*
>
> *Article 22.8.1 - the Defendant has a real prospect of successfully defending the claim; or*
>
> *Article 22.8.2 - it appears to the First Instance Circuit that there is another compelling reason, including: (a) that the default judgment should be set aside or varied; or (b) that the Defendant should be allowed to defend the claim.*

7. The defence raised by the Applicant is, in essence, that the Respondent's case, which relies on the Applicant's refusal to cooperate in closing the company and his failure to sign the necessary documents to do so, is refuted by documentary evidence to which the Applicant then proceeds to make copious reference. Moreover, so the Applicant says, his failure to act timeously must also be understood against the background that he was detained and underwent psychiatric treatment during the relevant period.

8. The defence raised against the claim for damages, which is the basis of the default judgment, must be understood in the context of how the claim was formulated in the Statement of Claim. In support of this claim the Respondent alleged:



i. that because of the Applicant's refusal to cooperate in the closing of the company, the Respondent remained formally associated with a dormant dysfunctional and non-compliant corporate entity;

ii. in consequence, his ability to accept or pursue equivalent professional board-level appointments, was restricted for 3¼ years between February 2023 and April 2026;

iii. calculated by reference to the minimum board director remuneration in Qatar, he quantified his loss of income over the period of 3.25 years at QAR 236,600; and

iv. apart from this loss of income, so the Claimant alleged, he suffered reputational prejudice within the business community of Qatar. Although the Respondent does not say so, this presumably accounts for the difference between the QAR 236,600 motivated and the QAR 300,000 claimed.

9. In this light, the Applicant raises the defence that the claim is unsubstantiated by the allegations in the Claim Form. So, for example, the Applicant avers, the mere fact that the company remained registered does not justify the inference that the Respondent had lost opportunities of board appointments; and the reliance on average remuneration for board members does not prove the remuneration that the Respondent would have earned.

Conclusion

10. I find it unnecessary and perhaps even inappropriate to consider the merits of the defences raised by the Applicant in any detail. That will be done by the Court hearing the case when the matter proceeds to trial. Suffice it to say that, in my view, the Applicant has succeeded in clearing the rather low bar set by article 22.8.1 of the Rules, by establishing that he has a real prospect of defending the claim. Accordingly, the considerations contemplated in article 22.8.2 of the Rules do not arise. As to article 22.9 of the Rules, it is clear to me that the application was brought timeously. In the result I find that the setting aside application should succeed.



11. As to the costs of the application, I find it appropriate to order that costs are to stand over for later determination.

By the Court,



[signed]

Justice Fritz Brand

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

Representation

The Claimant/Respondent was represented by the Al-Sulaiti Law Firm (Doha, Qatar).

The Defendant/Applicant was self-represented.

DIGITALLY SIGNED AND VERIFIED
موقّع رقمياً ومعتمد