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) 72

IN THE QATAR FINANCIAL CENTRE

CIVIL AND COMMERCIAL COURT

FIRST INSTANCE CIRCUIT

Date: 28 October 2026

CASE NO: CTFIC0064/2026

NASSER BIN KHALED AL THANI AND SONS HOLDING WLL

Claimant

v

SHARQ INSURANCE LLC

Defendant

JUDGMENT

Before:

Justice Tan Sri Nallini Pathmanathan

Order

1. The Defendant's challenge to the jurisdiction of the Court is dismissed.

2. The Defendant shall file and serve its Defence within 14 days from the date of this judgment.

3. The Defendant shall pay the Claimant's reasonable costs of and occasioned by the jurisdiction challenge, to be assessed by the Registrar if not agreed.

Judgment

Introduction

1. The Defendant, an insurance company established in the Qatar Financial Centre (the '**QFC**'), challenges the jurisdiction of this Court to hear a claim brought against it by its insured under an insurance policy. It contends that article 7(7) of the Law Establishing the Investment and Trade Court, promulgated by Law No. 21 of 2021 ('**Law No. 21 of 2021**'), confers exclusive jurisdiction over all insurance disputes on the Investment and Trade Court, and that this later law has superseded the jurisdiction conferred on this Court by article 8(3)(c) of Law No. 7 of 2005 promulgating the Qatar Financial Centre Law ("the **'QFC Law**').

2. For the reasons that follow, the challenge fails. Law No. 21 of 2021 does not, on its proper construction, remove or restrict the jurisdiction of this Court under article 8(3)(c) of the QFC Law.

Material Background Facts

3. The Claimant, Nasser Bin Khaled Al Thani & Sons W.L.L., is a company established in the State of Qatar outside the QFC.

4. The Defendant, Sharq Insurance LLC, is an entity established in the QFC and authorised to carry on insurance business in or from the QFC.

5. The claim arises under a Contractors' Plant and Machinery Insurance Policy No. 10/1506/24/000010 dated 7 February 2024 (the '**Policy**'), issued by the Defendant to the Claimant as insured for the period 1 February 2024 to 31 January 2025. The insured

equipment is a CIFA concrete pump (Model K551, Serial No. 297944, Chassis No. WDANHBAA7G0014296, manufactured in 2016), with an insured value of QAR 2,300,000.

6. The Claimant alleges that on 6 July 2024 the equipment was damaged by fire, within the period of cover. It says the Policy insures the equipment against any sudden and unforeseen physical loss or damage from any cause not expressly excluded, and that the Defendant has wrongly refused to indemnify it.

7. By its Claim Form issued on 8 September 2026, the Claimant seeks: (i) QAR 2,300,000 under the Policy; (ii) QAR 1,000,000 as compensation for loss caused by the Defendant's refusal to pay; and (iii) its costs.

8. The Defendant filed a submission challenging the jurisdiction of the Court and reserving its right to respond on the merits. Nothing in this judgment touches the merits of the claim.

The challenge and the response

9. The Defendant's argument is brief. It accepts that article 8(3)(c)(4) of the QFC Law gives this Court jurisdiction over civil and commercial disputes arising from transactions, contracts or arrangements between entities established in the QFC and persons resident in the State or entities established in the State outside the QFC, unless the parties agree otherwise. It submits, however, that this provision "*has been superseded by a more recently issued special law*", namely Law No. 21 of 2021.

10. The Defendant relies on article 7 of that Law, which in the English translation in its submission provides:

> *Except for cases and disputes falling under the jurisdiction of the Administrative Circuits of the Court of First Instance and panels with judicial jurisdiction, the First Instance Circuit, composed of three judges, shall have exclusive jurisdiction to rule in the first instance on the following commercial cases and disputes: ... 7. Disputes relating to banking operations, commercial papers, insurance companies, financing companies, and investment.*
>
> *فيما عدا الدعاوى والمنازعات التي تختص بالفصل فيها الدوائر الإدارية بالمحكمة الابتدائية واللجان ذات الاختصاص القضائي، تختص الدائرة الابتدائية المشكلة من ثلاثة قضاة، دون غيرها، بالحكم ابتدائياً في الدعاوى والمنازعات التجارية التالية:*

11. On that basis the Defendant contends that "*all insurance disputes now fall under the jurisdiction of the Investment and Trade Court*". It asks the Court to declare that it lacks subject-matter jurisdiction and that jurisdiction lies with the Investment and Trade Court under article 7(7), and to order the Claimant to pay its costs.

12. The Claimant relies on the Defendant's status as a QFC entity, which brings the dispute within article 8(3)(c)(4) of the QFC Law. It submits that Law No. 21 of 2021 did not repeal or displace that jurisdiction. It further submits that the insurance companies intended to fall within Law No. 21 of 2021 are those that are not members or entities within the QFC; whereas those insurance companies that comprise entities established within the QFC are not subject to Law No. 21 of 2021.

The legal framework

The QFC Law

13. This Court was established by article 8(3) of the QFC Law. That provision was substituted into the QFC Law by article 3 of Law No. 2 of 2009, which also added Schedule 6 dealing with the Court's composition and operation.

14. Article 8(3)(c)(4) or Gateway 4 as it is commonly referred to, gives the First Instance Circuit jurisdiction over four classes of dispute. The fourth class, as enacted by Law No. 2 of 2009, reads:

> *Civil and commercial disputes arising from transactions, contracts or arrangements taking place between entities established within The QFC and residents of The State, or entities established in the State but outside The QFC, unless the parties agree otherwise.*

15. Several other features of the QFC Law are relevant:

    i. Article 8(4) gives the Court "*financial and administrative autonomy from The State, The QFC Authority, The QFC Institutions*" and from the other QFC bodies.

ii. Under Schedule 6, the Court has its own Appellate Circuit, whose decisions "*are final and may not in anyway be appealed further*" (paragraph 14). The Court makes its own procedural rules (paragraph 15), and the Civil and Commercial Procedures Law applies only where the QFC Law and those rules are silent (paragraph 16).

iii. Article 8(1) provides that, "*Notwithstanding any provision to the contrary in this or any other Law or regulation*", the QFC Regulatory Authority is "*the sole body with jurisdiction to regulate, license and supervise*" the "*banking, financial and insurance-related businesses carried on in or from the QFC*".

iv. Article 11(3) provides that the conduct of businesses in or from the QFC "*shall be governed exclusively by the provisions of and be regulated as provided by and pursuant to this Law and Regulations*", unless the QFC Law specifies otherwise.

Law No. 21 of 2021

16. Law No. 21 of 2021 established the Investment and Trade Court within the state's judicial system, under the Supreme Judicial Council. The Court has first instance and appellate circuits and appeals from it lie to the Court of Cassation. Article 7 assigns to its first instance circuit exclusive jurisdiction over twelve categories of commercial dispute. These include commercial contracts, disputes between traders about their businesses, disputes between partners or shareholders and companies, bankruptcy, intellectual property, competition, e-commerce and public-private partnership contracts. Category 7, set out at paragraph 10 above, includes disputes relating to insurance companies.

17. The jurisdiction in article 7 is expressed to be subject to the jurisdiction of the administrative circuits and of the bodies having judicial jurisdiction. Law No. 21 of 2021 makes no reference to the QFC Law, the QFC or this Court.

Analysis

Issue 1: Does the claim fall within article 8(3)(c)(4)?

18. The approach to Gateway 4 is settled. The Court's jurisdiction is conferred by statute and is confined to what the statute confers: *The Chancellor, Masters and Scholars of*

the University of Cambridge v The Holding WLL [2025] QIC (A) 6. The burden lies on the Claimant to show that its claim falls within a gateway. For that purpose, the Court takes the pleaded facts as true, save in exceptional circumstances: *Amberberg Limited v Prime Financial Solutions* [2024] QIC (F) 15; *Equiom Corporate Services QFC LLC v Aimia Marketing Doha LLC and others* [2026] QIC (F) 48 at paragraphs 76–78. A dispute "*arises from*" a qualifying transaction where that transaction is a material and operative source of the claim. That test is narrower than "in connection with" or "*relating to*": *Equiom* at paragraphs 50–53 and 70–73, applying *Amberberg* and *Rudolfs Veiss v Al-Tawil and Prime Financial Solutions* [2025] QIC (F) 45.

19. Applying those principles, the claim falls squarely within Gateway 4. The Defendant is an entity established in the QFC. The Claimant is an entity established in the State outside the QFC. The claim is brought under the Policy, which is a contract between them. The Policy is not merely a material and operative source of the claim: it is the entirety of it. The Defendant's own submission accepts that article 8(3) (c/4) covers disputes of this kind. It does not suggest that the parties agreed to exclude this Court's jurisdiction.

20. The Court has previously exercised jurisdiction under the same Gateway over claims against a QFC insurer under a policy issued to an entity in the state: *Manwara Begum and others v Gulf Insurance Group BSC* [2023] QIC (F) 34 at paragraphs 9–10 (indeed, this list also includes cases involving the Defendant itself: *Boom General Contractors WLL v Sharq Insurance LLC* [2024] QIC (a) 11)). This further supports the position that this Court has jurisdiction to determine this claim. However, Law No. 21 of 2021 was not argued in that case. It follows that the primary issue before the Court is whether Law No. 21 of 2021 has superseded, excluded or removed that jurisdiction.

Issue 2: Has Law No. 21 of 2021 removed that jurisdiction?

21. Both laws are laws of the state. The legislature may enlarge, restrict or remove the jurisdiction of this Court by a later law. The question is whether Law No. 21 of 2021, properly construed, has the effect of superseding or removing the jurisdiction conferred by article 8(3)(c). The Appellate Division in *Cambridge* at paragraph 45 recognised that the other national courts are the default courts in Qatar. This Court's jurisdiction is conferred by statute and defined by article 8(3)(c). A court whose jurisdiction is defined

in this manner retains such jurisdiction until a later law clearly removes or supersedes such jurisdiction.

22. A later law may repeal or restrict an earlier one expressly, or by necessary implication where the two cannot stand together. However, implied repeal is not lightly inferred. Where two laws can sensibly be read together, a court will give effect to both. Where a later law such as article 7 of Law No. 21 of 2021 is general and the earlier law, namely article 8(3)(c) is special, the general law is ordinarily read as leaving the special law intact unless a contrary intention is clear.

No express repeal or restriction

23. Law No. 21 of 2021 does not mention the QFC Law, the QFC or this Court. It does not amend article 8(3)(c) of the QFC Law, which remains in force in the terms set out above.

The two laws operate in different spheres

24. The question that arises is whether article 8(3)(c) can be said to be contrary to article 7 of Law No. 21 of 2021.There is no inconsistency between the two provisions. Law No. 21 of 2021 organises the State's ordinary judiciary. It created a specialised court within the structure of the Supreme Judicial Council, with its own first-instance and appellate circuits and with appeals to the Court of Cassation. It assigned to that court categories of commercial disputes that the ordinary courts of the State would otherwise have heard. Read in that context, the jurisdiction conferred by article 7 is exclusive as among the courts of the State's ordinary judicial system. It allocates business within that system. It says nothing about a court established outside that system by a separate law.

25. This Court, however, is a court established outside the State's ordinary judicial system. It was established by the QFC Law, not by the laws governing the ordinary judiciary. It has financial and administrative autonomy from the state (article 8(4)). It applies its own rules of procedure. It has its own Appellate Division, whose decisions are final (Schedule 6, paragraph 14 of the QFC Law). Its jurisdiction is defined by reference to a particular class of persons, namely entities established in the QFC and those who contract with them.



26. The two provisions being mutually exclusive can be read together harmoniously. Within the State's ordinary judicial system, insurance disputes belong exclusively to the Investment and Trade Court. Disputes falling within article 8(3)(c) of the QFC Law may be brought in this Court. Giving effect to article 8(3)(c) takes nothing away from article 7 when construed in the context of the entirety of the State's laws.

Which law is special?

27. The Defendant describes Law No. 21 of 2021 as the "*special*" law. With respect, that has the position reversed. Law No. 21 of 2021 is a general law. It allocates commercial disputes of every kind arising anywhere in the state. Article 8(3)(c) of the QFC Law is the special provision. It creates a distinct forum for a defined group of entities operating within a distinct legal and regulatory framework. A later general law does not override an earlier special law unless that intention is clear, and it is not clear here.

The consequences of the Defendant's construction

28. The breadth of article 7 points strongly against the Defendant's reading. Article 7 extends to commercial contracts generally, to disputes between traders relating to their business, and to banking, finance, insurance and investment disputes. Those categories describe a large part, perhaps nearly all, of the disputes that come before this Court under article 8(3)(c). They are also the core activities for which the QFC was established and which the QFC Regulatory Authority regulates "*notwithstanding any provision to the contrary in this or any other Law*" (article 8(1)).

29. If the Defendant's construction is correct, Law No. 21 of 2021 would have the effect of eroding most of this Court's jurisdiction without stating so, while leaving article 8(3)(c) unamended. The Court does not accept that the legislature intended so substantial a change to the QFC's legal framework to be achieved silently, by implication, from a law directed at the organisation of the ordinary courts.

The exception in article 7

30. Article 7 expressly excepts the administrative circuits and bodies with judicial jurisdiction, but does not mention this Court. It might be argued that the legislature listed the exceptions it intended, so this Court must be included. The Court rejects such an argument. Those exceptions deal with bodies whose jurisdiction would otherwise overlap with that of the State's ordinary commercial courts. They were needed to define



the boundaries of the new court within that system. This Court stands outside that system and is governed by its own law, so there was no need to except it. The silence of article 7 on this point is insufficient basis to support any form of implied repeal.

Article 8(1) of the QFC Law

31. The Defendant also quotes article 8(1) of the QFC Law. That provision concerns the Regulatory Authority, not the jurisdiction of this Court, and does not assist the Defendant. To the extent it is relevant, it confirms that the legislature intended insurance business carried on in or from the QFC to be dealt with within the QFC's own framework, notwithstanding contrary provisions in other laws.

32. For these reasons, Law No. 21 of 2021 has neither removed, restricted nor superseded the jurisdiction conferred on this Court by article 8(3)(c) of the QFC Law.

Conclusion and costs

33. The claim falls within article 8(3)(c)(4) of the QFC Law, and that jurisdiction has not been displaced by Law No. 21 of 2021. The Defendant's challenge to the jurisdiction of the Court is dismissed.

34. The Defendant has failed on its challenge. The Court sees no reason to depart from the general rule that the unsuccessful party pays the reasonable costs of the successful party. The Defendant shall pay the Claimant's reasonable costs of and occasioned by the challenge, to be assessed by the Registrar if not agreed.

35. The Defendant shall file and serve its Defence within 14 days of the date of this judgment. The claim will then proceed in the ordinary way to be heard on its merits.

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 represented by the Al-Musllam Law Firm (Doha, Qatar).

The Defendant was represented by Noora Sarhan Lawyers & Legal Consultants (Doha, Qatar).

DIGITALLY SIGNED AND VERIFIED
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