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 (C) 13**

**IN THE QATAR FINANCIAL CENTRE**

**CIVIL AND COMMERCIAL COURT**

**COSTS ASSESSMENT**

**Date: 29 November 2026**

**CASE NO: CTFIC0030/2025**

**PATRICIA JAECKLEIN**

**Claimant**

**v**

**SDI SPORTS LLC**

**Defendant**

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**JUDGMENT**

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**Before:**

**Registrar Dr Umar Azmeh**

## Order

1. The Defendant must forthwith pay to the Claimant the sum of **QAR 93,060.87.**

## Judgment

### Background

1. On 31 May 2026, the Court (Justice James Allsop AC) awarded the Claimant damages in the sum of QAR 562,212.36 plus interest (which included moral damages in the sum of QAR 50,000) for breaches of an employment contract between her and the Defendant. The Defendant's Counterclaim was dismissed ([2026] QIC (F) 20).

2. The Court further directed that the Defendant pays the Claimant's reasonable costs of the litigation to be assessed by me if not agreed. Unfortunately, the Defendant has declined to engage with the process post-judgment and has deemed silence to be the appropriate course of action: this approach is misguided but that is a decision for the Defendant and its legal representatives.

### Submissions

3. The Claimant seeks a total of QAR 112,567.87 by way of costs, comprising (all of the items below are evidenced by invoices and receipts etc save for (ii)):

    i. Flight costs: QAR 16,113.83 (these comprise three return trips to Doha: 16 November 2024 to 7 December 2024 necessary to satisfy the six-month residency requirements of the Claimant's QID; 3 February 2026 to 20 February 2026 booked for the original [vacated] trial dates; and 2 May 2026 to 12 May 2026 for residency administration, QID renewal and associated bank and personal affairs administration).

    ii. Per diems: QAR 19,866 (per diems of circa QAR 451 for the three trips noted in (i), above).

    iii. Accommodation: QAR 2,448 (in respect of the May 2026 trip).

    iv. Ground transportation: QAR 1,382.69 (taxis in Doha during her visits noted in (i), above).

v. Telecommunications: QAR 4,765 (the Claimant submits that she was required to maintain an active Ooredoo account in Qatar from May 2025 to June 2026 pursuant to her role as Senior Executive Function ('**SEF**') of the Defendant).

vi. QFC and residency fees: QAR 2,992.35 (QID renewal and ancillary fees, necessary to maintain in good standing to continue in her role in the company).

vii. Legal fees: QAR 65,359.

4. The Claimant, in a submission dated 15 November 2026, explained the bulk of the ancillary expenses (i.e. items 3(i) to (vi)):

> *The Claimant requests that the ancillary expenses be assessed in their factual context: travel undertaken for the original hearing listing, which was subsequently postponed, and the need to maintain and regularize her Qatar residency while her position as the Defendant's Senior Executive Function (SEF) remained unresolved.*
>
> *The Claimant's Qatar residence and SEF responsibilities were material issues in the litigation. The Defendant relied on the Claimant's SEF appointment and the alleged absence of ordinary residence in Qatar as the basis for terminating her employment. The April Judgment, [2026] QIC (F) 12, addressed those matters at paragraphs 12 to 14 and 26, and recorded at paragraphs 201 and 209 her attempts after termination to facilitate a transfer and removal of her name as SEF. The administrative position was therefore directly connected with matters arising in the disputes.*
>
> *The Claimant's position is that, notwithstanding the termination of her employment, the Defendant had not confirmed completion of her removal as SEF and the associated signatory changes. The Defendant accepted in its Defence that the Claimant remained designated as SEF and that its efforts to update the Public Register had been delayed. Its director, Mr Roedger, stated that changes to the authorized signatories were held up by the Defendant's unpaid tax arrears. She accordingly continued to maintain her QID and deal with the resulting Qatar administration. These steps were taken to avoid leaving that position unattended while the dispute remained unresolved.*

5. The Defendant has not provided any costs submissions. It is fully aware of all of the documentation submitted by the Claimant during this costs submissions process. It is important to note that the justifications put forward by the Claimant for each ancillary expense claimed are uncontroverted given the Defendant's silence.

**Approach to costs**

6. Article 34 of the Court's Rules and Procedures reads as follows (the '**Rules**'):

> *34.1. The Court shall make such order as it thinks fit in relation to the parties' costs of proceedings.*
>
> *34.2. The unsuccessful party pays the costs of the successful party. However, the Court can make a different order if it considers that the circumstances are appropriate.*
>
> *34.3. In particular, in making any order as to costs, the Court may take account of any reasonable settlement offers made by either party.*
>
> *34.4. Where the Court has incurred the costs of an expert or assessor, or other costs in relation to the proceedings, it may make such order in relation to the payment of those costs as it thinks fit.*
>
> *34.5. In the event that the Court makes an order for the payment by one party to another of costs to be assessed if not agreed, and the parties are unable to reach agreement as to the appropriate assessment, the assessment will be made by the Registrar, subject to review if necessary by the Judge.*

7. In *Hammad Shawabkeh v Daman Health Insurance Qatar LLC* [2017] QIC (C) 1, the Registrar noted that the "… *list of factors which will ordinarily fall to be considered*" to assess whether costs are reasonably incurred and reasonable in amount will be (at paragraph 11 of that judgment):

    i. Proportionality.

    ii. The conduct of the parties (both before and during the proceedings).

    iii. Efforts made to try and resolve the dispute without recourse to litigation.

    iv. Whether any reasonable settlement offers were made and rejected.

    v. The extent to which the party seeking to recover costs has been successful.

8. *Hammad Shawabkeh v Daman Health Insurance Qatar LLC* noted as follows in relation to proportionality, again as non-exhaustive factors to consider (at paragraph 12 of that judgment):

    i. In monetary … claims, the amount or value involved.

    ii. The importance of the matter(s) raised to the parties.

    iii. The complexity of the matters(s).

    iv. The difficulty or novelty of any particular point(s) raised.

    v. The time spent on the case.

    vi. The manner in which the work was undertaken.

    vii. The appropriate use of resources by the parties including, where appropriate, the use of available information and communications technology.

9. One of the core principles (elucidated at paragraph 10 of *Hammad Shawabkeh v Daman Health Insurance Qatar LLC*) is that "*in order to be reasonable costs must be both reasonably incurred and reasonable in amount*".

10. The relevant principles from the caselaw are now codified into Practice Direction No. 2 of 2024 (Costs) (the '**Practice Direction**').

**Analysis**

Expenses

11. As a preliminary, I will disallow in full the per diem expenses: the submission of 15 November 2026 notes that these are an "*estimate*" of expenses. These are not therefore costs being sought that are "*incurred*" within the meaning of article 34 of the Rules. This is a reduction of **QAR 19,866**.

12. All the items claimed at paragraphs 3(i)-(vi), save for 3(ii) (per diems) are costs that arose as a result of the litigation. They are in my view reasonable: reasonably incurred and reasonable in amount and have been fully evidenced. The basis for the costs has also been explained by both sets of submissions from the Claimant (see paragraphs 201 and 209 of the Court's April 2026 judgment: [2026] QIC (F) 12), and the Claimant

incurred these costs because of the Defendant's actions. They were necessary costs for the Claimant to have incurred.

13. As noted, the Defendant has remained silent and therefore the Claimant's submissions are uncontroverted. I therefore award, in full, the costs noted at paragraph 3(i), and (iii)-(vi), inclusive, in the sum of **QAR 27,701.87**.

Legal fees

14. The Claimant claimed QAR 65,359 (the QAR 359 by way of postal and printing charges) by way of legal fees. The invoices in respect of these fees have been annexed to the costs submission.

15. This was a fixed fee arrangement, and in such circumstances, I am to assess whether in the round the total fixed fee was reasonable in the context of the case.

16. This was an employment case that was at the complex end of the spectrum, involving some novel issues such as the regulatory responsibilities on an SEF within the QFC and Canadian/US tax and immigration law (upon which expert evidence was tendered). There were two judgments, a substantive judgment and a consequential judgment, and the trial took place over the course of four days (albeit remotely), and the lawyers would also have had to spend time with the Claimant taking instructions.

17. QAR 65,000 (which is a little under $18,000) appears to me to be prima facie eminently reasonable, and in fact much lower than one might have expected. Even at a rate of QAR 1,500/hour (which is somewhere between a paralegal and lower-level associate commonly seen in the market in Doha), this would only equate to some 43 hours of work across the entire case.

18. Addressing the test in the Practice Direction:

    i. Proportionality:

        a. The total value of damages awarded to the Claimant was QAR 562,212.36. The legal fees of QAR 65,000 are 12% of that total which in my judgment is entirely proportionate

(indeed, as noted above, this is at the very low end of what one might have expected).

b. The matter was extremely important to the Claimant as one can see from the judgments of the Court. Her professionalism and integrity were impugned, and Defendant committed a repudiatory breach of the contract.

c. As noted above, the case was at the complex end of the employment law spectrum and contained novel issues that required expert evidence.

d. The matter was conducted under a fixed fee arrangement with the time spent not specifically noted. That said, if one seeks to ascertain what a reasonable number of hours might have been for a case of this nature (e.g. see paragraph 17, above), this assessment would be in the Claimant's favour as the hypothetical hourly rate would be quite low given the global figure of QAR 65,000 charged for a difficult piece of litigation.

ii. The Claimant has conducted her claim with professionalism and propriety in what was hard fought litigation against a represented Defendant.

iii. I do not have any evidence of attempts to settle pre-litigation or of any offers that were made so these factors are neutral.

iv. The Claimant was entirely successful in her claims, and the counterclaim was dismissed.

19. Taking account of the factors above, I have no hesitation in concluding that the legal fees were entirely proportionate, and I award **QAR 65,359**, the full amount.

**Conclusion**

20. The Defendant is to pay to the Claimant **QAR 93,060.87** by way of her reasonable costs. That sum is due forthwith.

**By the Court,**

**[signed]**

**Registrar Dr Umar Azmeh**

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

Representation

The Claimant was represented by International Law Chambers LLC (Doha, Qatar).

The Defendant was self- represented.



DIGITALLY SIGNED AND VERIFIED
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