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) 65

IN THE QATAR FINANCIAL CENTRE

CIVIL AND COMMERCIAL COURT

FIRST INSTANCE CIRCUIT

Date: 30 September 2026

CASE NO: CTFIC0056/2026

RACHIDA BEN TORKIA

Claimant

v

EDUSHIFT TECHNOLOGIES LLC

Defendant

JUDGMENT

Before:

Justice Dr Talal Al-Emadi

Order

1. The Defendant shall, within 14 calendar days of the date of this judgment, complete (or, if it maintains that the process was already completed, confirm in writing to the Employment Standards Office ('**ESO**') of the Qatar Financial Centre and to the Claimant) the mandatory electronic No Objection Certificate process for the Claimant through the Metrash system.

2. Within the period referred to in (1), the Defendant shall file with the Court written confirmation from the ESO that the e-NOC process has been completed to its satisfaction.

3. The Defendant is ordered to pay the reasonable costs incurred by the Claimant in these proceedings, the quantum of such costs to be assessed by the Registrar if not agreed.

4. All other issues raised in these proceedings, including the remainder of the Claimant's claims, the Defendant's Counterclaim in its entirety (including the applications for damages, indemnity costs, and an order restraining the Claimant from leaving the State of Qatar), and the allegation that the Claimant's Witness Statement was materially false, are dismissed.

Judgment

Introduction

1. The Claimant is an Algerian national who resides in Qatar. The Defendant, EduShift Technologies LLC ('**EduShift**'), is a limited liability company registered in the Qatar Financial Centre ('**QFC**'). The Claimant is a former employee of the Defendant. She seeks an order from this Court compelling the Defendant to complete the issuance of her electronic No Objection Certificate ('**e-NOC**') through what is known as the "*Metrash*" system in Qatar, in accordance with the QFC Employment Regulations (as amended). This Court has jurisdiction under article 9.1.1.3 of the Court's Rules and Procedures (the '**Rules**'), which states that the Court has jurisdiction over "*[c]ivil and*



commercial disputes arising between entities established in the QFC and contractors therewith and employees thereof, unless the parties agree otherwise".

2. The Defendant resists the claim on the ground that it is moot, contending that the required process was completed on 15 June 2026 and that the Claimant's sponsorship transfer was, in any event, confirmed by Qatar's Ministry of Interior ('**MOI**') on that date. The Defendant has also brought a counterclaim alleging abuse of process, vexatious litigation, and material falsehood in the Claimant's Witness Statement, seeking damages, indemnity costs, and an order restraining the Claimant from leaving Qatar.

3. Having considered the Claim Form, the Claimant's Witness Statement, the Defendant's Defence and Counterclaim, the Court's Order of 20 August 2026 and the parties' responses to it, the Court gives judgment as follows.

Factual background

4. The Claimant's employment with the Defendant ended in the first half of 2026. She sought an e-NOC to enable her sponsorship to be transferred, ultimately to a company called Orienta Systems LLC.

5. On 26 April 2026, the Defendant's authorised signatory issued a written consent letter, described by the Defendant as an unconditional "*e-NOC letter*", and communicated this to the Claimant and to the ESO.

6. The ESO initially dismissed the Claimant's complaint on the morning of 27 April 2026, thanking the Defendant for its prompt action, but reversed that position later the same day upon learning that the mandatory electronic e-NOC process through Metrash had not been completed.

7. On 4 May 2026, the Defendant's authorised signatory informed the ESO that an NOC had been provided in good faith and that the only outstanding matter was the technical process of issuing the e-NOC through Metrash, with which he stated he was unfamiliar. The ESO's Commissioner separately informed the Claimant, also on 4 May 2026, that



the ESO's enforcement powers were limited and that Court proceedings might ultimately be necessary if the Defendant did not comply.

8. The Defendant asserts that, on 15 June 2026, the Metrash process was completed and that this is evidenced by an email from its authorised signatory to the ESO stating "*done*", together with an MOI covering email and a Metrash screenshot showing an e-NOC record. The MOI separately confirmed the Claimant's sponsorship transfer approval on 15 June 2026.

9. The Claim Form was filed on 4 August 2026.

10. By its Defence and Counterclaim, the Defendant contends that the claim is moot, is an abuse of the Court's process, and that the Claimant's Witness Statement is materially false. In its Counterclaim, the Defendant seeks indemnity costs, damages, and a travel restraint order against the Claimant.

11. On 30 July 2026, the ESO issued a letter stating that the mandatory electronic e-NOC process had not been completed and that, consequently, the e-NOC "*was not issued*". This letter post-dates the Defendant's claimed date of completion by some six weeks.

12. By Order dated 20 August 2026, the Court directed the Claimant to confirm whether the e-NOC had in fact been issued. The Claimant confirmed, in a filing supported by correspondence and a QFC Immigration Service Request document, that it had not, and that the Metrash e-NOC is a requirement distinct from both the written NOC letter and the MOI sponsorship-transfer approval.

13. The Defendant was invited to respond to that confirmation. It maintained its position that the process had been completed on 15 June 2026 and, in support of its position, produced a photograph of a Metrash screen showing an e-NOC record with a status of "*issued*", dated 15 June 2026.

14. The Claimant subsequently sought to file a "*Further Reply*", exhibiting third-party WhatsApp and Signal correspondence said to show that the e-NOC document remained



outstanding as late as 21-22 June 2026, and raising matters concerning a separate dispute involving a third party. That material is unauthenticated, is not accompanied by any certified translation or supporting witness evidence, was not filed with the Court's prior permission in the form submitted, and goes beyond the scope of what the Court had directed. The Court has not admitted it and has placed no weight upon it in reaching this judgment.

15. The issues for the Court to determine in this case are as follows:

    i. whether the claim is moot, as the Defendant contends;

    ii. whether the Claimant's Witness Statement was materially false;

    iii. whether the Counterclaim (abuse of process, vexatious litigation, and the application for a travel restraint) should succeed;

    iv. what relief, if any, should be granted; and

    v. costs.

Mootness

16. The Defendant's mootness argument rests on the proposition that completion of the Metrash e-NOC process and confirmation of the MOI sponsorship transfer are the same thing, such that the MOI's confirmation of 15 June 2026 necessarily establishes that the e-NOC obligation was satisfied.

17. The Court is not satisfied that this proposition is correct. The documentary record, including the Defendant's own correspondence with the ESO of 4 May 2026 distinguishing between the NOC "*provided in good faith*" and the separate "*technical process of issuing the e-NOC through Metrash*", the conduct of the ESO in treating the two as distinct matters, and the QFC Immigration Service Request document relied upon by the Claimant (which records that the e-NOC from Metrash must be provided by the current sponsor as a requirement of the transfer process), together indicate that the e-NOC and the sponsorship-transfer approval are administratively distinct steps, addressed to different authorities.



18. The Defendant has produced a photograph of a Metrash screen dated 15 June 2026 said to show an e-NOC record in "*issued*" status. The Claimant, in a filing made directly in response to the Court's own Order and after the sponsorship transfer had already taken place, has confirmed that the e-NOC has in fact not been issued. The ESO's letter of 30 July 2026, issued by the regulator that administers this process and post-dating the Defendant's claimed date of completion by some six weeks, states the same.

19. The Court does not consider it necessary, or appropriate on the present record, to resolve the conflict between the Defendant's screenshot and the Claimant's and the ESO's contrary confirmations definitively. That conflict raises questions of interpretation of internal Metrash and ESO records that neither party's evidence, as presently filed, fully resolves.

20. What is not in dispute, however, is that the Claimant's sponsorship transfer to her new employer has, in substance, been achieved and was confirmed by the MOI on 15 June 2026. The practical objective underlying these proceedings has therefore, in substance, been attained. In these circumstances, the Court makes no finding as to whether the Metrash e-NOC process was in fact completed on 15 June 2026. It is neither necessary nor desirable to do so, given that the underlying practical purpose of the claim has been achieved. However, given the continuing dispute as to whether the discrete regulatory requirement has been satisfied and given that the Defendant itself asserts the process was completed, the Court considers it appropriate to make the order set out above, both to remove any doubt and to ensure the Defendant's compliance with its regulatory obligations is placed beyond question.

Counterclaim

21. The Defendant alleges that the Claimant's Witness Statement, in asserting that the Defendant had failed to complete the e-NOC process, was materially false and made in bad faith.



22. The threshold for such a finding is a high one. It requires clear and unambiguous evidence that the statement was untrue at the time it was made, not merely that it is now disputed by the Defendant.

23. The Claimant's Witness Statement is dated 28 July 2026. The ESO's own letter, dated two days later on 30 July 2026, confirms the position the Claimant had stated, namely, that the mandatory e-NOC process had not been completed. The Claimant's statement was therefore consistent with the contemporaneous position of the regulator responsible for administering the very process in question.

24. In these circumstances, the Court is not satisfied that the Claimant's Witness Statement was materially false or made otherwise than in good faith. The allegation is rejected.

25. It follows that the foundation for the Counterclaim, which is built substantially upon the premise that the claim was moot from the outset and that the Claimant knowingly misrepresented the position, is not made out. The Claimant issued proceedings after a period of some months, following communications with the ESO in which she was expressly advised that Court proceedings might become necessary, and her position at the time of filing was consistent with the regulator's own contemporaneous understanding. The Counterclaim for damages for abuse of process and vexatious litigation is accordingly dismissed.

26. The application for an order restraining the Claimant from leaving Qatar is also dismissed. Such an order would in any event have required cogent, specific evidence of a genuine risk that the Claimant would leave the jurisdiction to frustrate any judgment, going well beyond disagreement over the merits of a claim of this nature. No such evidence has been put before the Court.

27. The Claimant has succeeded in obtaining substantive relief in respect of her primary claim, and the Defendant's Counterclaim, including its application for indemnity costs, has failed in its entirety.



By the Court,



[signed]

Justice Dr Talal Al-Emadi

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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