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) 73

IN THE QATAR FINANCIAL CENTRE

CIVIL AND COMMERCIAL COURT

FIRST INSTANCE CIRCUIT

Date: 2 November 2026

CASE NO: CTFIC0048/2026

SERIN QFC LLC

Claimant

v

AL ALFIA HOLDING LLC

Defendant

JUDGMENT

Before:

Justice Her Honour Frances Kirkham CBE

Order

1. The Defendant must pay the Claimant, within 14 days of the date of this judgment:

    i. QAR 10,355,850; and

    ii. Euros 561,987.30; and

    iii. interest at the rate of 5% on the sum of (i) QAR 10,355,850 and (ii) the sum of Euros 561,987.30, from 22 June 2026 until payment in full.

2. The Defendant must pay the Claimant's costs of and occasioned by these proceedings on the indemnity basis, such costs to be assessed by the Registrar if not agreed.

Judgment

Introduction

1. The Claimant, Serin QFC LLC ('**Serin**'), is a consultancy company established within the Qatar Financial Centre ('**QFC**') which specialises in development management, project management, cost management, and design management services.

2. The Defendant, Al Alfia Holding LLC ('**Al Alfia**'), is a Qatari company involved in real estate and hospitality projects.

3. The parties have been engaged in a long-standing commercial relationship spanning approximately seven years, from 2018 until 2025.

4. Serin's claim is for unpaid fees totalling QAR 10,355,850, plus €561,987.30, plus interest, for professional consultancy services provided for four projects:

    i. Al Rayan Villa Compound ('**ARVC**'): QAR 1,200,000

    ii. Dream Hotel Project, also known as Al Matar Hotel: QAR 6,910,850.

    iii. JW Marriott Hotel ('**JWM**'): QAR 2,245,000.

    iv. Marina Malaga ('**MM**'): €561,987.30.

5. Serin also claims QAR 1,608,547.93 in interest.

6. Serin's claim is for fees it avers were agreed or contractually fixed. Serin undertook the work. Al Alfia has failed to pay.

7. Al Alfia's defence in relation to each of the four projects is discussed below.

8. Pursuant to an order of the Court, the parties prepared a schedule of each head of claim summarising their respective positions (the '**Schedule**'). At times, Al Alfia's entries on the schedule differed from its pleaded case.

Background

9. Mr Rodia is Serin's founder, director and sole shareholder. He gave evidence at trial. Mr De Gouveia, Al Alfia's Chief Operating Officer from May 2028 until April 2025, also gave evidence.

10. Serin provided services to Al Alfia on a number of projects over about seven years. Al Alfia was a major and significant client for Serin.

11. Mr Rodia explained the parties' approach to fee agreements. The parties entered into written agreements for each project. The pattern was the same for each, namely an initial agreement followed, in each case, by addendum agreements entered into from time to time. In each case, Mr Rodia agreed with Al Alfia payment of fees at a fixed monthly sum. The parties generally agreed contract renewals on a yearly basis. The agreed future monthly amounts payable were included in an agreed addendum. The addenda also agreed payments of monthly sums. On behalf of Al Alfia, Mr De Gouveia agreed the initial and addendum agreements for each of the projects relevant to this case.

12. This arrangement suited both parties. It meant that Serin did not have to provide detailed information to support each of its invoices; instead, its invoices simply referred to the monthly sum which the parties had agreed will be paid for the relevant project. That approach also assisted Al Alfia. Its Projects Cost Controller, Ms Fatima Abbani, was responsible for not only cost control but also some of Al Alfia's projects. She was thus relieved of the task of examining the sort of detailed information which would otherwise have been needed to support fee invoices.

13. Mr Rodia explained that that broad approach meant that sometimes Serin's fee was higher than would have been the case had the charge been based on the actual cost of services provided, and sometimes Serin's fee was lower than would have been the case if Serin had charged the actual cost of providing the services. At no time did Serin charge for services based on measured work, and at no time did Serin seek to amend an invoice to claim for measured work. No invoice was ever adjusted up or down.

14. Al Alfia did not challenge the evidence of either Mr Rodia or Mr De Gouveia on these matters. There is, for example, no evidence to suggest that Al Alfia challenged Serin's invoices on the ground that they failed to identify in detail the services which Serin had provided.

15. Mr Rodia explained that Al Alfia's payments were always irregular. Further, on each project, it was common for Al Alfia initially to make payments before ceasing to pay altogether.

16. Al Alfia does not deny that it entered into the various agreements and addenda on which Serin relies. It now seeks to defend claims on a number of grounds, including on the ground that Serin has failed to provide a breakdown of its claims for services rendered or otherwise explain the detail of its claim. It now contends that Serin must prove the services covered by each invoice and provide a complete line-by-line reconciliation of all invoices, credits, payments, adjustments, and alleged balances.

17. Al Alfia's defence on that ground cannot succeed.

18. Mr Rodia's unchallenged evidence is that that was not the basis on which the parties agreed that Serin would charge and be paid for services. Save with one invoice in relation to the JWM project (discussed below) Serin has provided, for each of the four projects, evidence that each invoice claimed for had been raised in accordance with the relevant agreement or on the varied basis agreed in the various addenda. Save with respect to one invoice on the JWM project, Al Alfia has not identified any invoice which it alleges is not payable.

19. Al Alfia's position is untenable in circumstances where the parties had agreed, over a long period of time, to approach Serin's entitlement to remuneration on the basis explained by Mr Rodia and Mr De Gouveia, and had indeed operated that approach.



20. Significantly, Al Alfia has expressly accepted that it is indebted to Serin. For example, by letter dated 31 December 2025, Al Alfia wrote to Serin stating:

> *... we acknowledge the amounts due to Serin ... for the following projects:*
>
> *ARVC: 1,200,000*
>
> *Dream Hotel: 6,910,850*
>
> *JWM: 2,250,000*
>
> *We appreciate your ongoing support during this period and look forward to resolving these amounts and continuing our relationships.*

Jurisdiction

21. In its Defence, Al Alfia pleaded that this Court has no jurisdiction in respect of these claims on the grounds that Al Alfia had not expressly agreed that the Court has jurisdiction, and that Al Alfia is not within the QFC. That assertion is without foundation.

22. Serin is a company incorporated and registered within the QFC. Al Alfia is an entity established in the State of Qatar outside the QFC. Accordingly, this Court has jurisdiction pursuant to article 8(3)(c)(4) of Law No. 7 of 2005 on the Qatar Financial Centre (the '**QFC Law**'), which states that the Court has jurisdiction over:

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

23. The parties in this case have not agreed otherwise. Accordingly, this Court has jurisdiction over this dispute.

ARVC Project

24. Serin provided development management services on this project from September 2020. Serin's claim is based on Al Alfia's agreement to make payment pursuant to a settlement agreement dated 5 August 2024 (the '**Settlement Agreement**') whereby Al Alfia agreed to pay Serin QAR 1,200,000 in respect of this project.



25. By that Settlement Agreement, Al Alfia acknowledged that Serin had provided development management services on this project between 1 October 2022 and 31 July 2024. Paragraph 2.3 of the Settlement Agreement stated that Serin confirmed that it accepted the sum of QAR 1,200,000 from Al Alfia in full and final settlement of any claim which Serin had against Al Alfia. The document was signed by both parties.

26. Al Alfia admits that the Settlement Agreement was entered into. In the letter dated 31 December 2025, referred to above, Al Alfia expressly accepted that it owed that sum to Serin.

27. In the schedule in these proceedings, Al Alfia states that the claim is not admitted. That contradicts its pleaded case (paragraph 7.1 of its Defence). And Al Alfia admits that it entered into the Settlement Agreement. At the substantive hearing of this case, Al Alfia's lawyer stated expressly that Al Alfia agreed that the money was payable and that it had provided no evidence to explain why no payment had been made.

28. Clearly, therefore, Serin succeeds in its claim for the principal sum of QAR 1,200,000. The only issue concerns interest, which I deal with below.

Dream Hotel Project

29. Relevant to this project are (i) a development management agreement dated 15 July 2018 and addenda, and (ii) a cost management, design management support and project management agreement dated 31 December 2018 and addenda.

30. Mr De Gouveia gave evidence in respect of this project. He had served as Al Alfia's Chief Operating Officer from May 2018 until August 2025 and knew this project. He confirmed that, following the July 2018 agreement, both work streams were extended by many addenda and continued through 2024.

31. As Alfia accepts, the development management agreement monthly fee was agreed at QAR 50,000 throughout the period of that contract. In its Defence, Al Alfia states that "*no discrepancy arises on that workstream*".

32. In the schedule, Al Alfia relies on its case that Serin has not proved the services actually performed each month. As explained earlier, this defence must fail: the parties had

agreed a schedule of monthly payments for all the relevant services which Serin would provide, and Serin was not required to provide a breakdown of services or their cost.

33. In its letter of 31 December 2025 (cited above), Al Alfia expressly acknowledged that it owed QAR 6,910,850 in respect of fees on this project.

34. Serin succeeds in its claim for that principal sum. The question of interest is dealt with below.

JWM Project

35. Serin's claim was initially for QAR 2,250,000. It is now for QAR 2,245,000 following a reconciliation and correction by Serin of its invoice no. 1644 and inclusion of invoice no. 1739. There is no substantive objection to that downward amendment.

36. Harinsa Contracting Company Qatar WLL ('**Harinsa**') was a subsidiary of Al Alfia. It appears that Harinsa acted as a main contractor for Al Alfia. Harinsa and Serin entered into an agreement for the provision of services, dated 30 July 2023.

37. By the end of 2023, it had become apparent that Harinsa was in financial difficulty. It faced a deficit of between QAR 95.8m and QAR 122.7m on the JWM project. Mr De Gouveia asked Mr Rodia to help.

38. Mr Rodia explained that Mr De Gouveia asked Serin to become involved because of Harinsa's financial difficulties. They agreed that the financial burden be moved from Harinsa to Al Alfia. Mr De Gouveia suggested that this be done by a tripartite agreement. Mr Rodia suggested that an undertaking would be sufficient, given the trust and long working relationship between Serin and Al Alfia; this would be simpler than drafting a tripartite agreement. The intent of the undertaking therefore was to serve in lieu of a tripartite agreement.

39. The Undertaking Letter was signed by Al Alfia. It states:

> *With reference to the Project Management Services Agreement and their Amendments between M/s Harinsa Contracting Co. Qatar W.L.L (The Contractor) and M/s Serin QFC LLC pertaining to Waldorf Astoria Hotel Tower and JW Marriott Project and dated June 2023 and July 2023 respectively, M/s Al Alfia hereby undertakes to M/s Serin QFC LLC to fulfil any obligations on behalf of Harinsa Contracting Co. Qatar W.L.L. (The Contactor)*



in terms of payments for the mentioned Services rendered by M/s Serin should Harinsa Contracting Co. Qatar W.L.L (The Contractor) fails to comply with its payment obligations under the said Agreements and their Amendments. This is for your information and records.

40. By addendum agreement no. 1, Serin's services were expanded considerably to include cost management services and additional personnel not covered by the original agreement. On 1 December 2024, Harinsa and Serin entered into addendum agreement no. 2 whereby Serin's services were further extended. Thereafter, Serin continued to provide services to Harinsa, initially pursuant to the underlying agreement and then pursuant to the two addenda.

41. The effect of the first addendum was to increase the scope of Serin's involvement in the JWM project. The total value of the Harinsa-Serin contract was increased from QAR 480,000 to QAR 1,775,000. By addendum agreement no. 2 dated 1 December 2024 between Serin and Harinsa, the scope of Serin's services was further extended until 28 February 2025, and the total contract value was increased to QAR 2,345,000.

42. Serin continued to provide support between September and December 2024, as Al Alfia were still asking for Serin's assistance in negotiating a settlement with another entity. Mr Rodia said that Serin's support continued into January 2025, though Serin has not charged for this. Mr De Gouveia confirmed that Serin had provided the services in respect of which Serin claims.

43. Serin delayed issuing invoices because of Harinsa's continued financial difficulties.

44. Neither Mr Rodia's evidence nor Mr De Gouveia's evidence as to these matters was challenged.

45. Serin's claim comprises several unpaid invoices covering the period August 2023 to December 2024.

46. The scope of obligations and payments covered by the Undertaking Letter included payments due to Serin on both the JWM project and a project concerning the Waldorf Astoria Hotel tower. Al Alfia accepts this. Al Alfia paid in full the sums due in respect of the Waldorf Astoria Hotel project. It has not explained how it considered it was bound to make those payments but not to make those due in relation to the JWM project.



47. Serin's case is that Al Alfia is liable to it pursuant to the Undertaking Letter in respect of the cost of services rendered to Harinsa. The effect of the Undertaking Letter was that Al Alfia expressly assumed liability for Harinsa's payment obligations to Serin.

48. Al Alfia now defends this head of claim on a number of grounds.

The Undertaking Letter does not cover payments due after 20 December 2023

49. Addendum no. 1, dated 2 January 2024, increased the contract value from QAR 480,000 to QAR 1,775,000. Addendum no. 2 extended the engagement to 28 February 2025 and the value to QAR 2,345,000. Al Alfia's case is that the undertaking given in the Undertaking Letter, on its true construction, is limited to the two agreements, dated June and July 2023. That obligation was for the sum of QAR 480,000 only. It applies only to sums properly due and owing as at 20 December 2023, and does not extend to sums arising under any subsequent variation, amendment, or addendum to which Al Alfia was not a party and to which it did not consent. Al Alfia has no further obligation, because the two contract addenda post-dated the Undertaking Letter.

50. It submits that an advance consent to "*amendments*" should naturally be read as covering adjustments to the transaction guaranteed, not to its replacement by a materially larger engagement. On Serin's case, Al Alfia would be obliged to underwrite without limit of amount or time whatever Serin and Harinsa agreed after December 2023. Al Alfia submits that that cannot be right.

51. Al Alfia's case is that the Undertaking Letter, on its true construction, is limited to sums properly due and owing under the original project management agreement as it stood on 20 December 2023, and does not extend to sums arising under any subsequent variation, amendment, or addendum to which Harinsa was not a party and to which it did not consent. The variations effected by the two addendum agreements materially altered the scope, personnel, duration and value of the underlying engagement, i.e. the "*Agreements*" referred to in the Undertaking Letter.

52. That defence is not tenable. The wording of the Undertaking Letter is clear on its face: Al Alfia's assumption of liability for Harinsa's financial obligations covers both the underlying agreement and, expressly, amendments. Inclusion of the word



"*Amendments*" can have no other meaning in the context. The meaning and intent is clear on the face of the document: Al Alfia assumed liability for Harinsa's financial obligations in respect of the JWM and Waldorf Astoria Hotel projects which arose not only under the underlying agreement, but also under addenda agreements or other form of agreed amendment to the underlying agreement, at any time.

53. Mr Rodia's evidence was that it was intended that the words "*and their Amendments*" in the Undertaking Letter were to cover future amendments and addenda. His unchallenged evidence is that, at the time the Undertaking Letter was signed, the clear understanding between Serin and Al Alfia, and intention, were that Serin should expand considerably its services to Harinsa to try to help Harinsa through its serious financial difficulties, and that Al Alfia would meet the cost. The intention of the Undertaking Letter was to achieve that purpose.

54. Serin relies on article 45 of the QFC Contract Regulations 2005:

> *Intention of the parties*
>
> *(1) A contract shall be interpreted according to the common intention of the parties.*
>
> *(2) If such an intention cannot be established, the contract shall be interpreted according to the meaning that reasonable Persons of the same kind as the parties would give to it in the same circumstances. In the case of the interpretation of a Coded Contract, or a Coded Term of a Hybrid Contract, a reasonable Person means a reasonable Person with a competent understanding of the relevant Code.*

55. It is clear that Al Alfia and Serin intended that Serin should undertake substantial work for Harinsa and that Al Alfia would meet the cost.

56. Al Alfia relies on article 47 of the QFC Contract Regulations 2005, which provides:

> ***Article 47 - Relevant circumstances***
>
> In applying Article 45 and Article 46, regard shall be had to all the circumstances, including:
>
> *(1) preliminary negotiations between the parties;*
>
> *(2) practices which the parties have established between themselves;*
>
> *(3) the conduct of the parties subsequent to the conclusion of the contract;*

(4) the nature and purpose of the contract;

(5) the meaning commonly given to terms and expressions in the trade concerned, and in the case of a Coded Term, the meaning given by a reasonable Person with a competent understanding of the relevant Code; and

(6) usage.

57. That simply supports Serin's case as to the intention and purpose of the Undertaking Letter.

58. Accordingly, Al Alfia has failed to demonstrate that the Undertaking Letter was limited to matters up to December 2023.

Al Alfia's reliance on *Holme v Brunskill* (1877) 3 QBD 495

59. Al Alfia submits that a guarantor is discharged from liability where the underlying contract to which the guarantee relates is materially varied without the guarantor's consent, save where the variation is incapable of prejudicing the guarantor. Al Alfia relies on *Holme v Brunskill* (1877) 3 QBD 495 for that proposition. That case does not assist. As explained above, the clear intention was that the scope of Serin's work as provided in the underlying agreement would be substantially expanded; that is what Al Alfia wanted. In any event, the evidence shows that Al Alfia personnel knew of Serin's expanded role and made no objection; indeed, the scope of Serin's involvement increased by consent. Plainly, Al Alfia consented.

Serin must prove the sums it claims

60. Al Alfia again relies on its case that Serin must prove the sums it claims and on its submission that Serin has failed to prove the calculation of the sums claimed. However, Al Alfia has not challenged the validity of any of Serin's individual invoices.

61. For the reasons discussed earlier, Al Alfia has not demonstrated that Serin was obliged to set out in detail how each invoice was calculated. To the contrary: the invoices rendered by Serin making up this claim were issued in accordance with the parties' agreements as to the monthly invoices which Serin would issue and Al Alfia would pay.

Waldorf Astoria Hotel project

62. Al Alfia has provided no explanation as to why it paid the Waldorf Astoria fees due to Serin for work undertaken on that project. It is irrational for Al Alfia to argue that it has no liability for fees on one project (JWM) when it paid some of those fees on a different project (Waldorf Astoria).

Limitation

63. Al Alfia tentatively suggests it has a limitation defence to Serin's claims which pre-date 22 June 2022. It has not provided the detail needed to deal with that plea. But in any event, the limitation period in respect of Serin's claims in relation to this project was reset on 31 December 2025 when Al Alfia expressly acknowledged liability to Serin in the sum of QAR 2,250,000 on this project.

64. There is no limitation defence.

Conclusion

65. Al Alfia has provided no explanation as to why it expressly acknowledged in its letter of 31 December 2025 that it owed Serin QAR 2,245,000 on this JWM project if it considered that it was not liable to pay that.

66. Serin has demonstrated entitlement to payment of QAR 2,245,000 in relation to the JWM project.

67. The question of interest is dealt with below.

MM Project

68. Serin's claim in respect of this project was expressed in Qatari Riyals. However, the agreements relevant to this project and head of claim provided that payment was to be made in Euros. In its Reply, Serin noted that its claim should have been expressed in Euros and indicated its intention to seek permission to amend its claim to seek the sum of €561,987.30. Prior to the hearing, Al Alfia refused to consent to that amendment. However, at the hearing, Al Alfia's lawyer confirmed that no objection was now made. The Court permits the amendment, that being the currency in which the obligation to pay is expressed.



69. This project was governed by an agreement dated 28 May 2023 and addendum no. 1 dated 22 November 2024, pursuant to which Serin agreed to provide services. Al Alfia accepts the existence of those agreements. It contends incorrectly that Serin failed to provide invoices; Serin sent a relevant invoice in June 2026 to Al Alfia's current legal representatives, Gulf Legal Consultants. Al Alfia has not denied that the invoice was so sent.

70. Al Alfia raises the same defence to Serin's claim as discussed previously, namely that Serin has failed to provide a breakdown and explanation of the services in respect of which Serin claims. That defence fails for the same reasons set out above in relation to other projects: the parties had agreed that Al Alfia would pay the sums set out in invoices which were rendered in accordance with the schedule of invoices contained in the agreement and addendum.

71. Al Alfia submits that payment is not yet due. On 7 June 2026, Al Alfia's representative, Dr Anas Al Merstani of Gulf Legal Consultants, now acting as managers of the marina, wrote stating, *"As soon as the sale* [of the marina complex] *is completed we intend to settle all outstanding payments".* On 9 June 2026, he again confirmed that outstanding payments would be settled from sale proceeds, but stated that "*Doha is not in a position to provide additional funding… the outstanding payments can be settled from the sale proceeds*". Gulf Legal Consultants also wrote, "*We do not currently have available funds to settle the outstanding amount. Please also note that this situation did not arise due to any fault or omission on our side".*

72. That correspondence contains clear acknowledgement by or on behalf of Al Alfia of its indebtedness to Serin.

73. Serin has not been kept informed as to whether Al Alfia has received any payments. However, whether Al Alfia has itself received funds is irrelevant: there was no agreement to the effect that Serin would be paid only when Al Alfia was in a position – for whatever reason – to make the payment.

74. Mr De Gouveia's unchallenged evidence confirms Serin's account that Serin did not render invoices for a time because of known cash flow problems. Mr Rodia explained



that Serin deferred formal invoicing to help ease those financial difficulties. However, invoices were subsequently rendered in June 2026.

75. Al Alfia's liability to pay Serin arose pursuant to the agreement and addenda, whether or not invoices were rendered.

76. Al Alfia is liable to pay Serin €561,987.10 in respect of this project. The question of interest is dealt with below.

Principal sums payable

77. Serin has proved its entitlement to QAR 10, 355,850 plus €561,98.30, comprised as follows:
    - ARVC: QAR 1,200,000.
    - Dream Hotel: QAR 6,910,850.
    - JWM: QAR 2,245,000.
    - Marina Malaga: € 561,987.30.

Interest

78. Serin claims interest on the outstanding sums due and owing from the dates on which relevant invoices became payable until the date of judgment and thereafter until payment in full. Its case is that each agreement contained an express provision entitling Serin to claim interest on unpaid sums, as follows:

> *In the event of late payment, we may charge default interest calculated at the Central Bank of Qatar offered rate plus 3% on all amounts remaining unpaid after the final date together with all other costs reasonably incurred by us and/or suspend the Services until payment of the arrears plus applicable interest is received in cleared funds...*

79. Serin provided a summary schedule of interest claimed, adopting a rate of 7.35%, said to be in respect of invoices outstanding on each of the four projects. This shows the total interest claimed as QAR 1,600,547.93. The interest schedule is not supported by evidence to explain the calculation or any detailed breakdown (for example, showing each invoice in respect of which interest is claimed, the date on which interest accrued, the sum so claimed, and so on) which might have enabled this Court to check the accuracy of the sums claimed.



80. Al Alfia disputes Serin's claim for interest, though it accepts that interest is payable on invoices from the date when each was due for payment.

81. A party must provide evidence and sufficient explanation to enable the Court to assess whether a claim succeeds, however large the sum in question. In the absence of sufficient evidence to support Serin's interest claim, the Court concludes that Serin is entitled to interest not on the basis that it claims but instead at the rate of 5% per annum on all principal sums due to Serin from the date of issue of these proceedings (22 June 2026) until payment in full.

Costs

82. Serin has succeeded in full in its claims. Al Alfia has failed to demonstrate any defence to Serin's claims. It follows that Al Alfia must pay Serin's costs of and occasioned by these proceedings.

83. Serin seeks an order that Al Alfia pay its costs to be assessed on the indemnity basis. Its case is that Al Alfia is plainly liable to it for substantial sums. Al Alfia has made no effort to pay Serin. It has advanced no good reason for not making payment.

84. Mr Rodia has explained his attempts, since May 2026, to engage with Al Alfia to resolve outstanding issues. It is clear that Serin has adopted a commercially reasonable approach to its dealings with Al Alfia. It has acted in good faith and with forbearance. Al Alfia, in contrast, has refused to honour its repeated assurances that payment would be made and has failed to engage with Serin. Al Alfia has refused to keep Serin informed about the outcome of negotiations relevant to the MM project, even though Al Alfia had sought (albeit unsuccessfully) to suggest that its payment to Serin depended on the outcome of its negotiations regarding that project. Since May 2026, Al Alfia has failed to make any payments despite the substantial sums outstanding – and which Al Alfia has expressly acknowledged – and has failed to make any proposal for resolution of this dispute.

85. Al Alfia has put Serin to the expense and trouble of bringing these proceedings in order to recover what it is owed. At the hearing, Al Alfia's lawyer accepted that, for example, in relation to the ARVC project, in circumstances where a party accepted that it owed



QAR 1,200,000 and had advanced no reason why that had not been paid, leaving Serin no alternative but to commence proceedings to recover that sum, a Court would be entitled to consider a costs order on the indemnity basis.

86. I conclude that Al Alfia's conduct is such that it is appropriate that this Court make the unusual order that Al Alfia must pay Serin's costs on the indemnity basis if these are not agreed between the parties.

By the Court,

[signed]

Justice Her Honour Frances Kirkham CBE

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

Representation

The Claimant was represented by Eversheds Sutherland (International) LLP (Doha, Qatar).

The Defendant was represented by Gulf Legal Consultants (Doha, Qatar).

DIGITALLY SIGNED AND VERIFIED
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