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) 76

IN THE QATAR FINANCIAL CENTRE

CIVIL AND COMMERCIAL COURT

FIRST INSTANCE CIRCUIT

Date: 8 November 2026

CASE NO: CTFIC0011/2025

SHERYAR HUSSAIN HUSSAINI

Claimant

v

DEVISERS ADVISORY SERVICES LLC

Defendant

JUDGMENT

Before:

Justice Fritz Brand

Order

1. The Defendant is ordered to pay to the Claimant forthwith:

    i. the sum of QAR 63,030, plus interest on this amount calculated at the rate of 5% per annum from 18 February 2025 until date of actual payment; and

    ii. the sum of QAR 200,000, together with interest on this amount calculated at the rate of 5% from 31 July 2026 (being the date of the Claimant's amended Particulars of Claim) to date of actual payment.

2. The Defendant's Counterclaim is dismissed.

3. The Defendant is directed to pay the reasonable costs incurred by the Claimant in pursuing the claim and defending the Counterclaim, the quantum of such costs to be determined by the Registrar if not agreed.

Judgment

Introduction

1. The Claimant is Mr Sheryar Hussain Hussaini, a national of Pakistan who at all times relevant hereto was resident in the State of Qatar. The Defendant, Devisers Advisory Services LLC, is a corporate entity established and licensed to do business in the Qatar Financial Centre (the '**QFC**'). This Court confirmed its jurisdiction to hear the matter in a judgment that was issued on 1 June 2025 ([2025] QIC(F) 27).

2. The dispute has its origin in a written contract of employment concluded between the parties on 9 September 020 (the '**Employment Contract**'). Under the Employment Contract, the Defendant appointed the Claimant in the position of business development executive at a salary QAR 5,000 per month, but by 1 January 2023 this salary had been increased to QAR 15,000 per month. On 18 February 2025 the Claimant was summarily dismissed by the Defendant without notice. Following his dismissal, the Claimant brought proceedings in this Court on 8 March 2025, claiming his salary from 1 to 18 February 2025 together with other payments allegedly due to him in terms of the Employment Contract.



3. On 27 March 2025, the Defendant lodged a criminal complaint against the Claimant with the State Public Prosecutor alleging that the Claimant committed a criminal offense under article 334 of the Commercial Companies Law of Qatar by deliberately trying to harm the Defendant's business. The Defendant also joined the proceedings as a civil Claimant for QAR 500,000. On 7 July 2025, this Court directed a stay of these proceedings until finalisation of the criminal case, under case number [2025] QIC (F) 30. On 29 July 2025, the Claimant was acquitted by the criminal court of first instance and the civil claim by the Defendant was dismissed. The Prosecutor appeal on 20 January 2026 and the Defendant joined the appeal but was however dismissed on 2 February 2026. In terms of the Qatari criminal procedure, the Prosecutor then had a further right of repeal which expired on 5 April 2026 which was not invoked. In consequence this Court uplifted the stay of these proceedings on 23 July 2026.

4. Following upon these events, the Claimant amended his particulars of claim. In accordance with the amendment his claim is for the following:

    i. payment of arrears salary between 1 and 18 February 2025, in the sum of QAR 9,000;

    ii. payment in lieu of notice in the amount of QAR 15,000;

    iii. compensation for accrued leave not taken in the amount of QAR 15,000 which was later increased to QAR 38,300;

    iv. outstanding commission in the sum of QAR 20,350;

    v. continuing loss of earnings after termination of his employment in the sum of QAR 204,000;

    vi. moral damages in the amount of QAR 100,000; and

    vii. interest on these amounts and costs.

5. The Defendant filed both a Defence and a Counterclaim. In its Defence, the Defendant:

    i. Admits its liability for payment of arrear salary at QAR 500 per day between 1 and 18 February 2025; that is for QAR 9,000.

ii. Admits that the Employment Contract provided for a notice period of 1 month and that the Claimant's salary at the time of termination was QAR 15,000 per month, but denies that the Claimant was entitled to notice of termination - or payment in lieu of notice - in that, so the Defendant contended, the Claimant was summarily dismissed by reason of his breach of clause 12 of the Employment Contract, which constitutes serious misconduct, as contemplated in article 24(1)(A) of the QFC Employment Regulations 2020 (the '**Employment Regulations**').

iii. Admits that, in terms of the Employment Contract, the Claimant was entitled to 26 working days leave in each calendar year but denies that leave could be carried over from 1 year to the next. Accordingly, so the Defendant contends, Claimant is only entitled to pay for 3.5 days leave accrued during January and February 2025 at QAR 500 per day, which is QAR 1,750.

iv. Admits that the Claimant was entitled to commission, but only in an amount of QAR 1,400.

v. Denies that the Claimant is entitled to loss of income or moral damages resulting from the criminal proceedings.

6. The Defendant's Counterclaim is for damages in an amount of QAR 600,000. It is based on an email sent by the Claimant on 16 March 2025 to representatives of the Defendant and copied to Mr El-Metwaly Abdelmahoud Elbialy ('**Mr El-Metwaly**'), who the Defendant alleged to be its client. In short, the Defendant's case is that in this email the Claimant maligned the Defendant, thereby causing Mr El-Metwaly to terminate his relationship with the Defendant thereby causing the Defendant the financial loss of QAR 600,000, which is the subject of the Counterclaim.

7. In its Reply to the Counterclaim, the Claimant:

i. Contends that, at the time, Mr El-Metwaly was his legal representative and that the email of 16 March 2025 was copied to him in that capacity.



ii. Denies, in any event, that Mr El-Metwaly was a client of the Defendant at the time.

iii. Further denies in any event, that the speculative loss claimed by the Defendant had been established.

8. The analysis of the pleading therefore shows that the issues arising fall into three discrete parts, namely:

i. The claim for salary and other payments pursuant to the Employment Contract.

ii. The claims for loss of income and moral damages resulting from the criminal proceedings instigated by the Defendant.

iii. The Counterclaim.

9. I propose to deal with these three parts seriatim.

The claims under the Employment Contract

10. The first claim under this rubric is for the Claimant's unpaid salary in February 2025 in an amount of QAR 9,000. The Defendant rightly admits that it has no answer to this claim. Yet this amount which the Claimant badly needed, remained unpaid for almost three years. The best the Court can do in the circumstances is to award interest on that amount for the interim period.

11. The second amount claimed is for QAR 15,000 representing payment in lieu of notice. The Defendants answer to this claim is that it was entitled to terminate the Claimant's employment without notice in terms of article 24(1)(A) of the Employment Regulations in that he committed a "*material breach of the Employment Contract*" as contemplated by the article and "*has otherwise engaged in in misconduct*" as envisaged in article 24(1)(K). For the basis of this defence, the Defendant relies on clause 12 of the Employment Contract, which provides in relevant part:

12. Confidentiality

> *During the course of your employment, you are required to observe strict secrecy as to the affairs and dealings of the Company .... Unless you have the prior written consent of the Partners of the Company, you must not either during or after the termination of your employment, make use of, or divulge to any person, any of the following: ...*
>
> *...*
>
> *4. Lists of the clients or customers of the Company and of each Company in the Group.*
>
> *...*
>
> *7. Any breach of confidentiality will be regarded as gross misconduct and will be dealt with by summary dismissal under our disciplinary procedure.*

12. Second, the Defendant relies on a single email by the Claimant sent at 5.23 pm on 18 February 2025. The background to the email is that, on 27 January 2025, the Defendant installed a system which automatically recorded all telephone conversations made to and from each office landline. At 4.20 pm on 18 February 2025, Mr Ibtisam, an employee of the Defendant, circulated an email to a number of Defendant's employees, including Mr Zohaib Ahsan, the managing director of the Defendant, Mr Bilal Khan, the assistant to Mr Ahsan and the Defendant, attaching a recording of a client call. The email referred to the attached call and explained it related to "*the booking made for client Aljas CK with number 97471305879*" and stated that this was not "*a confirmed booking*".

13. At 5.23 pm on 18 February 2025, the Claimant responded to this email. Apart from Mr Ibtisam, Mr Ahsan and Mr Khan, his answer was copied to his own private email address at *"@icloud.com*". In the email, he responded to the contents of Mr Ibtisam's email. Then he continued as follows:

> *Additionally, I wish to formally raise a serious legal and ethical concern regarding the recording of calls. Under Qatar Law, it is strictly prohibited to record conversations without the explicit consent of all parties involved and prior approval from the relevant Regulatory Authorities. The unauthorized recording of my conversations along with those of clients-without their express consent constitutes a violation of legal rights and raises significant compliance risks.*
>
> *If this practice is to continue, I strongly urge the company to secure formal authorization from the relevant authorities, implement clear standard operating procedures and align the policy with HR protocols to ensure transparency and employee acknowledgement. Until such measures are taken, I must re-iterate that I do not accept any unauthorized recording of my communications.*



14. The consequences of this email appear from the short but telling account by Mr Bilal Khan in his witness statement filed on behalf of the Defendant. It reads in relevant part:

> *3. On 18 February 2025 at approximately 5.23 pm, I noticed that Mr Sheryar Hussaini had transferred information containing clients' personal data and confidential information from the company's systems to his personal email address. After an internal discussion, I found out that this transfer was done without any prior approval or authorization from the company.*
>
> *4. This discovery prompted me to carry out an internal investigation into his prior email activities. As part of this review, I found that a similar unauthorized transfer had taken place earlier in 2024 where Mr Hussaini had sent company's confidential information from his work email account to her his personal email address. This act to had been carried out without obtaining any prior approval from the company.*
>
> *5. I discussed these incidents immediately with the management team and I was told that these acts could constitute a violation of his contractual obligations and amount to gross misconduct under the company's internal policies and the terms of the employment contract.*
>
> *6. Following these findings, I contacted Mr Hussaini via the office landline to confront him regarding both incidents. Rather than offering a reasonable explanation, he became argumentative and claimed that he had the right to copy his personal email address in official email communications. He then attempted to shift the blame by raising an unrelated issue concerning alleged call recordings.*
>
> *7. I clarified to him that the matter at hand was the unauthorized transfer and disclosure of company's confidential information and client data and that at all company practices regarding telecommunications and data monitoring are conducted in full compliance with the Laws of the State of Qatar.*
>
> *8. Despite my efforts to keep the conversation constructive, Mr Hussaini remained combative and uncooperative. In view of the gravity of the breaches and his continued insubordination, I informed him over the call that his employment with the Defendant is terminated with immediate effect.*

15. The incident in 2024 alluded to by Mr Khan is no longer relied upon by the Defendant in support of its case. Hence, I need not go there. This raises the question as to how can the Claimant's email of 18 February 2025 – which is the only remaining basis for termination – possibly be regarded as offensive to clause 12 of the Employment Contract? The Defendant's answer to this question is that the provision in clause 12 that the Claimant was not allowed to "*make use of or divulge to any person …lists of clients of the Company*".



16. I find it hard to take this answer seriously. First, it is difficult to understand how the name and telephone number of one client can be said to be a "*list of clients*", which is confidential to the Defendant. The position could hardly be any different if the Claimant were to jot down the client's telephone number in his diary. Moreover, the prohibition against "*divulging to a person*" must certainly understood to be aimed at disclosure to a person other than oneself. Thus understood, it is hard to contemplate how the sending of a client's name and telephone number to one's own address can establish "*divulgence or disclosure*". As to the prohibition against "*making use of confidential information*," the Defendant points to the explanation by the Claimant in a later email, that he copied the email to his personal address essentially to preserve it as potential evidence against the Defendant in the event of a dispute. But, as I see it, clause 12 must be understood to be aimed at unlawful use, which this was clearly not.

17. The Claimant's case is that in truth the termination of his employment was triggered by his complaint against the Defendant's unlawful recording of telephone conversations. In consequence, he argues, the termination was in contravention of the whistleblower protection provisions of article 16 of the Employment Regulations, which stipulates in broad terms, that an employee shall not be dismissed for raising concerns about a crime or a breach of law by the employer. Although I find substantial merit in this argument, it does not require final determination. I say that because the Defendant's case is that it was entitled to terminate the Claimant's employment without notice under article 24(1)(A) and article 24(1)(K) of the Employment Regulations, which case it has plainly failed to establish. It follows that the Claimant is entitled to payment of QAR 15,000 in lieu of notice, plus interest on that sum from date of termination.

18. The further claim under this heading is for payment as compensation for accrued annual leave in the sum of QAR 38,300. The factual basis relied upon by the Claimant for this claim is that:

    i. Under the Employment Contract, the Claimant was entitled to 26-days leave per year.

    ii. Calculated over the period of his employment from 9 September 2020 to 18 February 2025, he was therefore entitled to 115,60 days.



iii. According to the Defendant's own record, which became available through the pre-trial disclosure process, the Claimant took only 39 days leave during this period.

iv. This leaves a balance of 76,60 days which, at the rate of QAR 500 per day (that is QAR 15,000 per month divided by 30) amounts to an aggregate of QAR 38,300.

19. The Claimant fairly admits however, that the during the period 27 August to 5 October 2024 he was not employed by the Defendant. As I see it, this means that 2.84 days must be deducted from his calculation, producing 73,76 days of leave, worth QAR 36,880. The Defendant's answer to the claim is that the Claimant is not entitled to carry forward his accumulated leave for more than 1 year. As the basis of this contention, the Defendant relies on article 34(4) of the Employment Regulations, which provides that "*...an employee may postpone up to one half of his annual leave to the following year if his employer consents*".

20. The Claimant's counter argument is, however, that article 34(4) of the Employment Regulations must be read in the context of article 33, which provides in relevant part:

> *33.Annual Leave*
>
> *(1) ....*
>
> *(2) An employer shall ensure that the employee takes annual leave within 12 months after completing the year of employment entitling the employee to the annual leave.*
>
> *(3) ...*
>
> *(4) An employee is not entitled to payment in lieu of accrued annual leave except where:*
>
> *A. The employee's employment is terminated; or*
> *B. The employer agrees otherwise.*
>
> *(5) An employee may not waive his entitlement to annual leave and any agreement to the contrary shall be void."*

21. Read in this context, so the Claimant argues, it is plain that the Defendant had failed to comply with its statutory duty under article 33(2) of the Employment Regulations to

ensure that the Claimant takes his annual leave. Depriving the Claimant of claiming for accumulated leave beyond the year of termination, so the argument went, would allow the Defendant to benefit from its own wrongdoing, while any implied consent by the Claimant would amount to a waiver in contravention of article 33(5) of the Employment Regulations. I agree with this argument. Moreover, I believe it is supported by the judgment of Justice Allsop AC in *Ahmed Hashim v Charles Cross-London* [2026] QIC (F) 32 (paragraphs 47 – 49).

22. The Claimants final claim under this heading is for loss of commission in the sum of QAR 20,350. The agreed commission structure is not in dispute. According to this structure, commission became payable on a cash received basis for each sign-up calculated at 4% of the amount received for one sign-up in a month; 5% on two; 7% on three; and so forth. The Claimant's case is that on the application of this formula he was entitled to commission in the amount claimed for 2025 in that he became entitled to commission Of QAR 2,400 in respect of one client in January and QAR 17,950 in respect of two clients for February 2025.

23. The Defendant's answer to this claim was presented through the evidence of its accountant Mr Nasrudheen Abdul Nasar. According to Mr Nasar's evidence, the Claimants commission is to be calculated as follows:

    i. In January 2025 there was one signed up client credited to the Claimant who paid QAR 30,000 which rendered him entitled to commission at the rate of 4%, that is QAR 1,200.

    ii. In February 2025 the two signed up clients credited to the Claimant paid QAR 25,000 and QAR 30,000, respectively, constituting total cash receipts of QAR 55,000. At the applicable rate of 5%, the Claimant was therefore entitled to QAR 2,750.

    iii. However, during February 2025 a deduction of QAR 1,800 was made from the Claimant's commission because of a refund given to a previous client. Resulting from the deduction, the Claimant's entitlement to commission in February 2025 was therefore reduced to QAR 950.



iv. According to Mr Nasar, the Claimants claim for commission in 2025 is therefore limited to QAR 2,150.

24. As I see it, the outcome of the factual dispute between Mr Nasar and the Claimant thus arising, depends on a finding of credibility. Since the Claimant gave no evidence, that finding must inevitably go in favour of Mr Nasar whose version I have no reason not to accept. Hence, I conclude that the claim under this heading must be limited to QAR 2,150.

25. Accordingly, I find that, with reference to the Claimant's claims under the Employment Contract, he is entitled to an aggregate amount of QAR 63,030 together with interest calculated at the rate of 5% from 18 February 2025 to date of actual payment.

Claims resulting from malicious prosecution

26. The claims deriving from the criminal complaints by the Defendant against the Claimant are not based on the Employment Contract, but on the Defendant's conduct post termination of that contract instead. More specifically, they are based on what the Claimant contends to be unsustainable and malicious complaints against him by the Defendant that resulted in criminal proceedings against him. Accordingly, it is not a claim for contractual damages but for damages in tort or delict resulting from what can be described in legal parlance as malicious prosecution.

27. Unlike the law of contract for which the QFC Contract Regulations provide a Code, we have no Code for liability in tort. Yet I think it can be accepted with confidence that this Court has jurisdiction to provide relief of this kind under article 10.3 of the Court's Rules and Procedures (the '**Rules**'), which affords the Court the power to "*grant all such relief and make such orders as may be appropriate and just in accordance with the overriding objectives as set out in Section 4*", which is essentially "*to deal with all cases justly*". Insofar as pertinent authority is needed for the proposition that in principle this Court has jurisdiction to entertain a claim for malicious prosecution, such authority is in my view to be found in *Ahmed Mahmoud Hashim v Charles-Cross London* [2026] QIC (F) 2.

28. Malicious prosecution has its origin in Roman Law which regarded it as an actionable wrong to summon someone before the courts *vexandi causa*. The requirements for a

successful reliance on this ground seems to be generally accepted in both civil-and common law. They are fourfold:

i. Because it is accepted that criminal proceedings are normally instituted and conducted by the State, the requirement is that these proceedings were instigated by the Defendant.

ii. That the Defendant did not reasonably believe that there were grounds for the prosecution. This requirement has both a subjective and a reasonable element. Hence, it is met if the Defendant did not subjective believe that the prosecution was warranted or if that belief is held to be objectively unreasonable.

iii. That the prosecution was unsuccessful in that the Claimant was acquitted.

iv. That the instigation was malicious. Accordingly, the Claimant must establish that in instigating the prosecution, the Defendant was not motivated by the public-spirited intent of promoting the maintenance of law and order or to assist the police and the prosecution authorities in the exercise of their functions for the public good, but by an ulterior motive instead. That ulterior motive may take many forms, including pure malice or spite; retaliation, retribution or vindication; or an attempt at intimidation by threat, akin to blackmail, with the purpose of manipulating the Claimant into affording the Defendant a benefit or advantage to which the Defendant was not entitled and which he or she would not otherwise have gained.

29. Applying these principles, it is plain that the requirement of instigation has been satisfied in this case. As appears from the judgments of the criminal courts, both at first instance and on appeal, the charge against the Claimant was the direct result of a statement of complaint, filed by the Defendant's lawyer on its behalf, with the State authorities. Moreover, the criminal charges were inextricably linked to a civil claim by the Defendant in an amount of QAR 500,000, which was an essential element of the criminal charges, involving intentional harm to the Defendant.



30. As to the second requirement, I believe the inference to be justified that the Defendant had no subjective belief that the criminal charges were sustainable and that it had no reasonable grounds for such belief. First, there was no evidence that the confidential information relied upon (if it can be described as such) was transferred or communicated to a third party with the intent of harming the Defendant. Second, it was plain that, while harm to the Defendant was an essential element of the crime, there was no evidence of such harm. The civil claim of QAR 500,000, which was an essential element of the criminal charge, was plainly devoid of any basis and the Defendant knew that. I say that because, in evidence at the hearing, Mr Ahsan was unable to provide any basis for such claim. The proposition that it rested on the same basis as the Counterclaim, is refuted by the fact that the calculation of the Counterclaim was performed by an entity known as Analyzer LLC in September 2026: that is, long after the event of the criminal complaint.

31. It is common ground that the third requirement, namely the Claimant's acquittal by the criminal courts, had been satisfied.

32. The further requirement of malice requires a closer consideration of the background facts. The starting point as we know from the introduction, was the Claimants transfer of a single email to his private email address on 18 February 2025, in which he conveyed the name and telephone number of a single client, which the Defendant regarded, so it says, as sufficient ground to terminate the Claimant's employment.

33. Still on 18 February 2025, and soon after the termination of his employment, the Claimant sent an email to Mr Zohaib Ahsan and Mr Bilal Khan which he again forwarded to his private email address. In this email he formulated his claims for post-termination payments against the Defendant. Included amongst these was his claim for commission, which he then motivated with reference to seven named clients. At more or less the same time, he is also alleged to have forwarded another email, dated 22 April 2021, to his private email address which contained the profile of a client of the Defendant's, Mr Turkman, in 2021.

34. On 9 March 2025 Mr Ahsan responded to the Claimant's emails. While not denying that monies were owing to the Claimant, he immediately threatened the Claimant with



legal action for breach of confidentiality on the basis that he conveyed the 18 February 2025 emails to his private email address. Accordingly, so Mr Ahsan said, "*the release of your dues is now contingent upon your appearance before the company's legal representative*" and that the Claimant's failure to provide satisfactory answers to the legal representative for his alleged unlawful acts could "*adversely affect the disbursements of your dues*". Moreover, so Mr Ahsan said, the Defendant reserved its right to take legal steps against the Claimant, including action in terms of the Qatari Penal Code.

35. On 16 March 2025, the Claimant responded to this email. The tone of the email shows that he was both angry and desperate. Angry, because in his view the Defendant was playing games to avoid paying what was rightly due to him. Desperate, because, so he said, he was unable to pay his rent and to take proper care of his family, including his young daughter with special needs. In the process he explained that he forwarded the list of clients names to his private email address – "*deliberately excluding their contract details*" – because he "*knew exactly how the Defendant would operate to avoid paying its lawful dues*". In addition, he made some serious allegations of unlawful conduct against the Defendant in its alleged past attempts to avoid paying what it rightfully owed.

36. Chronologically, the next event of significance appears from the evidence of Mr Wade Bezuidenhout who was called to testify on behalf of the Claimant. According to Mr Bezuidenhout, he was employed by the Defendant between 1 September 2024 and 19 March 2025. During this period, the Claimant was his sales manager. On 19 March 2025, so Mr Bezuidenhout testified:

> *I was called into one of the meeting rooms of Devisers and seated next to Mr Ahsan's attorney, Ms Dabia. Mr Ahsan joined the meeting via Zoom from the Dubai office. During the meeting Mr Ahsan attempted to bribe and coerce me into providing a false statement against Mr Hussaini, a former colleague. He threatened me with legal action, jail time and excessive fines, over the evidence I have been collecting and forwarding to my personal email. … They did not explicitly say that they intended to pursue a criminal case against Mr Hussaini but based on the conversation and the way they were threatening me, it was natural for me to assume that they needed my help to pursue something against him.*



> *I refused to comply with this request as it was an attempt to manipulate me to providing false information for their benefit. …*
>
> *On 27 March 2025, Devisors filed a criminal complaint against me. Mr Hussaini and I were charged together and tried as co-Defendants. …*
>
> *The complaint was brought on Devisors behalf by Ms Dabia, the attorney who had been sitting beside me in the meeting of 19 March 2025.*

37. Despite the attack on Mr Bezuidenhout's credibility by the Defendant, I can find no reason to disbelieve him. If anything, this is clear evidence, firstly, that the Defendant was prepared to engage in dishonest and disgraceful tactics which were aimed at doing the Claimant harm. Secondly, that the Defendant was not averse to use the threat of criminal proceedings to get its way.

38. The Claimant's case in these circumstances, the inference is justified that, on a balance of probabilities, the Defendants motive in instigating the criminal proceeding against him – through its representatives – was not to assist the police and the prosecution in the pursuit of maintaining law and order, or even to protect its own interest, but by the motive to avoid its liabilities through threat and extortion and/or motives of spite and retribution.

39. In weighing up the Claimant's contentions, I had specific regard to two considerations which, on the face of it, seem to favour the Defendant. The first is the email of 18 February 2025 by which the Claimant conveyed the profile of Mr Turkman to his private email. The second derives from the fact that the email of 16 March 2025 was copied to an outside party, Mr El-Metwaly.

40. The first email relating to Mr Turkman seems to favour the Defendant because there appears to be no legitimate reason for the Claimant to send this email to his private address. In his Reply, the Claimant denies that he sent this email to himself. But since he did not give evidence, this denial must be discounted. Nonetheless, I do not think the email takes the Defendant's case any further. First, it contains information which was valid in 2021 and, second, it appears that the same information is available in the public domain.



41. The copying of the email of 16 March 2025 to Mr El-Metwaly, is the basis of the Defendant's Counterclaim. Accordingly, it will require further consideration under that rubric. Suffice it however to say for present purposes, that Mr El-Metwaly was a legal practitioner who was instructed by the Claimant to act for him in his dispute against the Defendant. Even assuming in the Defendants favour that it was unaware of this fact, any reasonable person could and would have established that fact before engaging the heavy artillery of criminal proceedings and the accompanying consequences against the Claimant, which the Defendant simply failed to do.

42. In all the circumstances, I believe that on the probabilities the inference is justified - and hence I find as a fact - that the Defendant had been motivated by ulterior motives of intimidation, threat and retaliation when it instigated the criminal proceedings against the Claimant and that the requirements for reliance on malicious proceedings had therefore been met.

Loss of earnings

43. The Claimants first claim on the basis of malicious prosecution is for loss of earnings in an amount of QAR 204,000. The contentions advanced in support of this claim is that because of the Defendants conduct, the Claimant was prevented from gaining employment for 13 months and 18 days between 18 February 2025 and 5 April 2026, which was the date on which the criminal proceedings finally ended. Evidence relied upon in support of this claim includes an employment offer by Wadi-Pack Trading Services, due to start on 1 February 2026 which was withdrawn because of "*outstanding legal matters*", clearly pertaining to the criminal proceedings. Secondly, the Claimant relies on the fact that shortly after the criminal proceedings, a request to transfer the Claimant to a new employer was launched on 28 April 2026.

44. In considering the basis advanced for the claim, I agree with the Defendant's first answer that the period of calculation cannot start before 27 March 2025, when the complaint was made. I also agree with the Defendant that it has not been established as a fact that, but for the criminal proceedings, the Claimant would have been succeeded in obtaining employment from 27 March 2025 to 25 April 2025 at QAR 15,000 per month. After all, the employment offer by Wadi-Pack relied upon by the Claimant shows that it was for a remuneration of QAR 10,000 per month only.



45. Having said that, I believe that it can be accepted on the probabilities:

    i. That, but for the criminal proceedings against him, the Claimant would have been able to obtain employment at a much earlier stage then he did; and that,

    ii. While the criminal proceedings were pending, the Claimant was virtually unemployable.

46. Fairness therefore demands in my view that I deduct a percentage of the mathematically calculated amount for the contingency that the Claimant would (i) not have obtained employment at all; and/or (ii) that he would have obtained employment at a salary lower than QAR 15,000 per month. On this basis I propose to deduct a contingency of 40%. Hence I propose to award an amount of QAR 110,000 which is calculated on the basis of approximately 12.3 months at QAR 15,000 per month, less a contingency deduction of 40%, rounded to the nearest thousand.

Moral damages

47. The claim under this heading is for an amount of QAR 100,000. In considering this claim I believe it can be accepted that:

    i. This Court has jurisdiction to award moral damages (see e.g. *Al-Marhoon v Ooredoo* [2023] QIC (F) 5).

    ii. The principles underlying the award for moral damages are the same, whether the wrong is in contract or in tort. It is akin to the concept of a solatium for injured feelings and reputation compensated in Roman Law by the actio iniuriarum.

    iii. The assessment of moral damages is made separately from the damages for which a monetary amount can be calculated.

    iv. By its nature, the primary aim of the award is compensation for harm on which cannot easily be expressed in monetary terms for which no monetary calculation can be made.



v. It is assessed by reference to the injured reputation, hurt feelings, humiliation and impairment of dignity suffered by the Claimant.

vi. Moral damages cannot be equated to punitive damages. Its aim is not to punish the Defendant for its conduct. Hence the degree of blameworthiness of the Defendant's conduct is only relevant insofar as it impacts on the degree of the Claimant's harm.

vii. The quantum of such damages depends on the facts of every case, with specific reference, to the degree of humiliation, impairment of reputation and dignity, stress, and injured feelings suffered by the Claimant.

viii. Regard must It is also to be ad to the monetary damages deriving from the same wrong so as to avoid the possibility of double compensation.

ix. Finally the quantum of the award is to be guided by previous awards by the courts in comparable cases.

48. Applying these principles, it is plain to me that the Claimant's harm was severe. Thus, it is shown that, because of the retention of his earnings and other benefits, coupled with the criminal proceedings against him, he was unable to pay his rent and to provide for his family, including his daughter with special needs. In addition, both the stress associated with being subjected to criminal proceedings in a foreign country and the humiliation of being labelled a suspected criminal for a period of more than one year, must have had a serious impact on the Claimant. On the other hand, he has received some monetary compensation for the same wrong by way of lost salary.

49. In the circumstances I believe that an award of QAR 90,000 for moral damages will be fair.

The Counterclaim

50. The Defendant's Counterclaim for QAR 600,000 is exclusively based on the Claimant's email of 16 March 2025 which was copied to Mr El-Metwaly. Mr El-Metwaly, so the Defendant contends was its client since September 2023; because of the email his



dealings with the Defendant had completely ended; but for the termination of their relationship, the Defendant would probably have been engaged by Mr El-Metwaly to carry out further work from which it would have earned at least QAR 300,000. In addition, so the Defendant contends, it suffered a further loss of reputational damages in the sum of a further QAR 300,000, represented by the amount it would have earned from clients referred to it by Mr El-Metwaly, but for the contents of the email address to him.

51. The Claimants answer to the claim is in the main that the email was copied to Mr El-Metwaly as a member of the firm of lawyers who represented him in his dispute against the Defendant from 23 February 2025. In reply the Defendant denied that Mr El-Metwaly was the Claimant's lawyer at the time because the power of attorney filed by the Claimant, so the Defendant said, did not refer to Mr El-Metwaly at all.

52. At the hearing, Mr El-Metwaly was called to testify on behalf of the Claimant. In short, his testimony, which I can find no reason to reject, provides at least three answers to the Counterclaim. First, he confirmed that he was indeed the Claimant's lawyer at the time of the email. Although his name does not appear on the power of attorney filed, he is a member of the firm Abdel Karim Lawyers, who initially issued the claim on behalf of the Claimant on 8 March 2025. Thus understood an email formulating the client's claim as part of his instructions to his lawyer can by no stretch of the imagination be regarded as an unlawful communication of confidential information.

53. Secondly, Mr El-Metwaly testified that although he was once a client of the Defendant, that relationship had been terminated before 16 March 2025. The reason for this termination, Mr El-Metwaly said, was that he had found out from more than one source that the business opportunity in the United Kingdom, for which he paid the Defendant to apply, was to the knowledge of the latter, no longer available. In fact, so Mr El-Metwaly said, he considered reporting the Defendant for fraud, but the Defendant reimbursed him with the fee that he had paid, which also happened before 16 March 2025. In this light, the third answer to the Counterclaim is in my view that the prospects of Mr El-Metwaly making further use of the Defendant's services were close to zero while the chances of him referring further clients to the Defendant would be even less than that. It follows that in my view, the Defendant's Counterclaim must fail.



54. These are the reasons for the order I propose to make.

By the Court,



[signed]

Justice Fritz Brand

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

Representation

The Claimant was represented by Ms Almas Lokhandwala and Ms Oksana Rozhdestvenskaia of Maniar Law PLLC (Austin, Texas, USA).

The Defendant was represented by Mr Alexander Whyatt of Eversheds Sutherland (International) LLP (Doha, Qatar).

DIGITALLY SIGNED AND VERIFIED
موقّع رقمياً ومعتمد