



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: [2020] QIC (F) 16**

**IN THE CIVIL AND COMMERCIAL COURT  
OF THE QATAR FINANCIAL CENTRE  
FIRST INSTANCE CIRCUIT**

**3 November 2020**

**CASE No. 14 of 2020**

**BETWEEN:**

**AZENITH CUA**

**Claimant**

**v**

**AWAN MEDIA INTERNATIONAL LLC**

**Defendant**

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**JUDGMENT**  
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**Before:**

**Justice Frances Kirkham**

**Justice George Arestis**

**Justice Helen Mountfield QC**

## **ORDER**

- 1) The Defendant is to pay the sum of QAR 28,000 to the Claimant within 14 days of the date of this judgment.

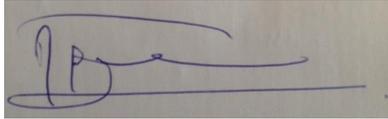
## **JUDGMENT**

- 1) This is a claim for unpaid salary.
- 2) It is the case for the Claimant that she was employed by the Defendant company in September 2018 as “Accounts In-Charge” (Administrative) and that she continued to hold the same post until August 2019, when she resigned because the Defendant had stopped paying her monthly salary of QAR 4,000 in February of the same year.
- 3) It is further the Claimant’s case that although there was no written contract between herself and the Defendant company, there was an agreement between them for consideration, because the Defendant had kept paying her monthly salary up until January 2019, and after that had asked her to continue working with the company, promising to pay her salary and to sign a formal contract when the owners of the company would come to Doha. She decided to stop going to work when nothing happened in that respect by August 2019, and lost contact with the owners of the Defendant company.
- 4) The Claimant claims the amount of QAR 28,000 unpaid salary for the period February 2019 to August 2019.
- 5) The claim form was duly served on the Defendant. The Defendant has not filed a defence.
- 6) The Claimant issued an application for summary judgment which was duly served on the Defendant on 23 September 2020. The latter has not responded to the application.

- 7) As the claim form and application for summary judgment were both properly lodged and served, the Court is able to deal with the Claimant's claim, notwithstanding that it has not received a response from the Defendant. The Court is satisfied that there is sufficient evidence which enables it to deal with the case relying on the documents and other evidence which the Claimant has produced, and it considers that an attended hearing is unnecessary.
- 8) We have no difficulty in concluding that there has been an agreement between the parties that the Claimant be employed by the Defendant as "Accounts In-Charge" with a monthly salary of QAR 4,000 as from September 2018 for an indefinite period of time. We reached this conclusion relying not only on the Claimant's own evidence, but also on the fact that the Defendant, by a letter addressed to the appropriate government authority, applied for the issuance of a visa to the Claimant, where it is clearly stated that her salary would be QAR 4,000 per month. We have also taken into account the fact that the Claimant was regularly receiving the said salary from September 2018 till January 2019 and the relevant receipts were produced in Court. So there was clearly an agreement that the Claimant would work for the Defendant, in consideration for a salary of QAR 4,000 per month, and this agreement continued until the Claimant accepted the Defendant's breach (by failing to pay her) and ceased holding herself available for work from September 2019.
- 9) The Defendant by ceasing to pay the Claimant's salary as from February 2019 onwards broke the said agreement and the Claimant was entitled to resign and claim the unpaid salary as from February 2019 till the time when she resigned i.e. August 2019. Therefore, she claims QAR 28,000.
- 10) No defence has been filed and on the evidence before it, the Court is satisfied that the Claimant is entitled to the sums claimed.
- 11) There is no claim for interest and no suggestion that legal expenses have been incurred.

12) Accordingly, it is hereby ordered that the Defendant pays the Claimant QAR 28,000 within 14 days of the date of today's judgment.

By the Court,



Justice George Arestis

