



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: [2021] QIC (F) 10**

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

6 April 2021

**CASE No. 8 of 2020**

**BETWEEN:**

**JOHN AND WIEDEMAN LLC**

**Claimant**

v

**INTEGRATED INTELLIGENCE SERVICES AND TRADING LLC**

**Defendant**

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**JUDGMENT**  
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**Before:**

**Justice Bruce Robertson**

**Justice George Arestis**

**Justice Rashid Al Anezi**

## **ORDER**

1. Judgment for the Claimant in the sum of USD 38,775.
2. Interest on the amount claimed as from 3 January 2020 at the QCB rate + 2% until the date of payment.
3. The Claimant is entitled to its reasonable costs, to be assessed by the Registrar unless agreed between the parties.

## **JUDGMENT**

1. The Claimant claims against the Defendant the amount of USD 38,775 being fees for legal services rendered, plus “late payment interest of QCB rate + 2% on the over-due sums”, plus costs.
2. The Claimant says that it provided legal services to the Defendant over the course of 2019 and has issued 17 invoices out of which only one invoice was paid and that the outstanding amount for the 16 unpaid invoices is USD 38,775. The Claimant explains that it was formerly known as International Legal Consultants LLC and it was at all material times a licensed entity within the Qatar Financial Centre (“the QFC”).
3. The Claimant says that the business relations between the two parties developed as a result of a close family relationship between Mr Michel Daillet, a partner with the Claimant, and Mr Gerard Fitzgerald who was Head of Business Development of the Defendant, as a result of which the relations between the two parties developed in a less formal way and a level of trust in the Defendant was assumed by the Claimant. Over the years, and on a number of occasions, Mr Fitzgerald solicited Mr Daillet for informal advice. At that time, there existed no formal contractual relationship between the parties. In fact, the first business contact between the two parties started in October

2018 and continued from January 2019 when the Defendant requested occasional legal assistance for relatively small assignments. For each piece of work undertaken, the Claimant would invoice the Defendant in respect of its fees. For the period January to June of that year the total amount invoiced was USD 14,979. It is alleged by the Claimant that for each assignment the fees were negotiated in advance with Mr Fitzgerald.

4. An attempt in June 2019 to reach a fixed-fee retainer agreement on a yearly basis failed. According to the Claimant, the parties agreed to continue their cooperation on the basis of itemized invoices billed at an hourly fee of USD 450. While the signing of the retainer agreement was pending, the Claimant continued to offer its services to the Defendant and Mr Daillet had on several occasions met with the Defendant's CEO whom he had also met on previous occasions. Most of the correspondence between the parties was also copied to him. There have also been contacts and meetings between Mr Daillet and the Defendant's COO who, on several occasions, instructed by email the Claimant.
5. When the retainer agreement failed because of the refusal of the Defendant to sign it, the Claimant issued new invoices based on the agreed hourly fee of USD 450. The Claimant sent these invoices to the Defendant on 11 October 2019. The Defendant acknowledged receipt without any reservation, save in respect of one invoice for which it had previously raised a concern by email.
6. The Defendant did not refuse to pay but postponed payment under various pretexts. A warning letter, dated 3 January 2020, stating that litigation was imminent remained without an answer.
7. The Defendant denies the claim on three grounds. First, that this Court has no jurisdiction to determine the case. Secondly, that the case is inadmissible "for being

filed by a person of no capacity”. Thirdly, that the case is invalid and there is a lack of evidence.

8. As regards the jurisdiction point, the Defendant relies on Article 10 of Law No. 7 of 2005 and argues that the legal services that “the Claimant purported to have been carried out are not among the permitted activities and are not considered to be regulated in accordance with the regulations.” Furthermore, “the Claimant has not submitted a permit or approval for its practice of consulting and legal services”.
9. As regards the other two issues raised by the Defendant, it is alleged that there is no agreement between the parties and that no authorized person on behalf of the Defendant signed any document by which to instruct the Claimant to provide any legal consultancy services. In short, it is argued that a certain person named Jerry, referring apparently to Mr Fitzgerald, was acting without any authority and his actions are not binding and any legal proceedings should be directed against him, and not against the Defendant.
10. The Claimant in reply repeated its position and emphasized that a number of other persons employed by the Defendant were aware of the dealings which were not taking place only between Mr Daillet and Mr Fitzgerald. In fact, the CEO Mr Adnan Jawad and COO Mr Moorhead of the Defendant were in some instances actively involved.
11. After the close of the pleadings on 30 September 2020, the Court gave directions to the parties refusing an application by the Claimant that the Defendant’s Defence be set aside on account of being filed late, and determining that the Court would consider the Defendant’s jurisdictional challenge as part of the hearing on the merits of the case. In addition, the Court provided the parties with an opportunity to file and serve any further information in support of their respective cases and requested the parties to notify the Court by a specified date as to whether they required an oral hearing on the matter or were content for the case to be determined on the papers.

12. The Claimant, in compliance with the above directions, filed, on 22 October 2020 and 4 November 2020, two witness statements in support of its claim, and also asked for an oral hearing. The first witness statement is signed by Mrs. Venise Nassar a lawyer and partner with the Claimant. Her statement refers to and explains the facts related to the one invoice rejected by the Defendant. The second statement is signed by Mr Daillet in support of the totality of the facts which form the Claimant's case. There has been no response to the directions of the Court on the part of the Defendant, even after an extension of time was granted to it by the Registrar of the Court.
13. Therefore, the Court is in possession of evidence furnished by the Claimant in support of its claim, but no evidence from the Defendant to substantiate the defence as set out in its pleading. In addition to the two witness statements, the Claimant has provided a substantial number of documents evidencing the business dealings between the parties.
14. Although the Claimant asked for an oral hearing, the Court has concluded that that is not necessary as there is no evidence to contradict the Claimant's claim which is supported by the contemporaneous documentation.
15. The Court is required to decide two issues. First, whether any agreement or agreements were reached between the parties. Secondly, whether this Court has jurisdiction to determine the case. The Court, in its directions referred to at paragraph 11 above, decided not to determine the question of jurisdiction as a preliminary point of law because its answer to this question partly depends on the answer to the question of whether there is between the parties any agreement at all.
16. The evidence furnished by the Claimant remains uncontradicted. It is credible and reliable and meets the burden of proof. The Court therefore accepts that between the parties there has been concluded at the end of 2018 an agreement that the Claimant would offer to the Defendant its services as legal consultant on "a one-off" basis. This agreement was reached between representatives of the two parties, that is Mr Daillet and Mr Fitzgerald.

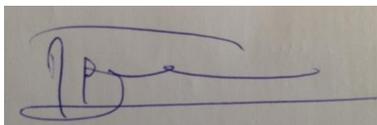
17. This agreement was amended in or about October 2019 so that the Claimant would continue to offer its legal services and would invoice the Defendant on an hourly rate. On the basis of these agreements the Claimant offered its services to the Defendant throughout the year 2019 on a number of different legal matters and issued to the Defendant 17 invoices out of which only one was paid.
  
18. The Court can properly rely on the two uncontradicted witness statements which prove the Claimant's case. Furthermore, the Court has carefully examined the various exhibits attached to the claim form, as well as the 16 unpaid invoices. There is, on each one of them, a detailed description of the legal services offered to the Defendant, the time spent, as well as the date on which the work was performed.
  
19. It has never been denied that the Claimant offered its services. What is said by the Defendant is that they were solicited by a person who was not authorized by it referring, apparently, to Mr FitzGerald. There is, however, ample evidence that Mr FitzGerald was not the only person who on behalf of the Defendant instructed Mr Daillet. And in any case the CEO Mr Adnan Jawad and the COO Mr Moorhead of the Defendant were copied into emails exchanged between the parties. By way of example, on 12 June 2019 Mr Moorhead sent an email to Mr Daillet, copied to Mr Jawad, to which Mr Daillet answered the following day, copied again to Mr Jawad. On 7 August 2019 Mr Moorhead sent an email to Mr Daillet, copied to Mr Jawad and to a Mr Myzell Samson. On 6 August 2019 Mr Moorhead addressed an email to Mr Daillet to which the latter replied on the same day copied to Mr Jawad and to Mr Myzell Samson. The exchange of this kind of emails started as early as January 2019 and continued throughout most of the year. Most of these emails refer to instructions given by the Defendant to the Claimant for the latter's legal opinion. Such is the content of the email mentioned above dated 6 August 2018, whereby the Claimant is requested as follows: "Your urgent review of the attached employment contracts would be appreciated".

20. The Court can, therefore, safely conclude that the Defendant had full knowledge of the services offered by the Claimant, it approved them and had the full benefit of them. As a result, the Court rejects the allegation that the services offered by the Claimant were not duly authorized by the Defendant. The Claimant, before filing the present action, sent a letter to the Defendant dated 3 January 2020 demanding the payment of the amount claimed and giving a detailed account of the unpaid invoices. The Defendant never responded to this letter and, with the exception of the one invoice discussed above, never disputed the amount claimed until the present proceedings. Even insofar as that disputed invoice is concerned, the Claimant rejected the Defendant's arguments for non-payment, namely that the work performed was unsatisfactory, and that invoice was ultimately paid. The evidence in this regard is contained within the Claimant's witness statements.
21. Having concluded that there existed between the parties a business relationship, the remaining matter for resolution concerns the jurisdiction of the Court to properly deal with this matter. Bearing in mind the provisions of Articles 8 and 10 of Law No. 7 of 2005, the Court has no doubt that this is a proper case to be decided by it. The Claimant is a QFC licensed entity and this is a civil dispute arising between an entity established in the QFC and one established elsewhere in the State of Qatar (see Article 8.3(c)(c/4) of the aforementioned Law). The legal services provided by the Claimant are business activities permitted to be carried out within the QFC.
22. The Claimant claims late payment interest at the QCB rate + 2% to be applied to the overdue sums. The Claimant does not specify the date as from which interest is to be calculated but that date should be the date when the Claimant demanded the payment of the 16 outstanding invoices which is 3 January 2020.

23. Accordingly, the Court orders as follows:

- (a) Judgment for the Claimant in the sum of USD 38,775.
- (b) Interest on the amount claimed as from 3 January 2020 at the QCB rate + 2% until the date of payment.
- (c) The Claimant is entitled to its reasonable costs, to be assessed by the Registrar unless agreed between the parties.

By the Court,



Justice George Arestis



Representation:

The Claimant represented itself.

The Defendant was represented by Fahad bin Mohammed Al-Malki's office For Law and Legal Consultations, Doha, Qatar.