



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) 9

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

20 July 2020

CASE No. CTFIC0012/2020

AYCAN RICHARDS

Applicant

v

INTERNATIONAL FINANCIAL SERVICES QATAR LLC

Respondent

JUDGMENT

Members of the Court

Justice Arthur Hamilton

Justice Fritz Brand

Justice Helen Mountfield

ORDER

1. The Court orders the Respondent forthwith to reissue to the Applicant (i) the No-Objection Certificate (“NOC”) letter and (ii) all support documentation to facilitate her transfer of sponsorship which was originally issued by it in 2019.

JUDGMENT

1. The Applicant is a citizen of the United Kingdom of Great Britain and Northern Ireland. She is currently resident in Qatar and, as a non-Qatari national, holds a residence permit, which is due to expire on 27 August 2020. For a period ending in October 2019 she was a sponsored employee of the Respondent, an entity established in the Qatar Financial Centre (“QFC”).
2. The Applicant wishes to remain resident in Qatar and to obtain sponsored employment with another employer.
3. The QFC Immigration Regulations make provision for the transfer of the employment of a sponsored employee from one employer to another. Such transfer does not require the consent of, or any release by, the current employer (Article 16(1)). However, Article 16(3) provides that the QFC Immigration Office may accept the transfer of sponsorship only where certain (cumulative) conditions are met. That may include certain information to be provided from the current employer. We understand that the QFC Immigration Office has not, in fact, been established as an entity in the QFC but that the QFC Authority nevertheless takes responsibility, in the first instance, for certain specified immigration matters relating to the QFC, and undertakes the functions which the QFC Immigration Office would perform if established.
4. The QFC Authority administers the QFC Employment Regulations and the QFC Immigration Regulations. In that capacity it has issued as an official policy statement the QFC Employment Code (“the Code”) to codify the employment principles in the QFC. Paragraph 7 of the Code provides that the employer is responsible for any employee it sponsors until such time as the sponsored employee either a) departs the

State; or b) the employee's sponsorship is transferred to another employer in the State. In the case of the Applicant neither of these events has yet occurred. The Respondent's responsibility for the Applicant accordingly endures.

5. Paragraph 10 of the Code provides:

“Employers must take all steps necessary to permit their Employees, whether sponsored or not, to transfer to another employer in the State, whether in the QFC or not. This includes providing all documentation required under State or QFC requirements, including all non-objection letters and consents”.

6. On 14 July 2020 the Applicant filed an Application with the Court in which she requested it “to ask IFSQ [the Respondent] to issue the NOC which is my right and their obligation according to Article 10 [of the Code].” The Applicant is representing herself in these proceedings. The Application having been served on the Respondent, it responded not by filing a formal Response but by providing certain information. The Court sought from it clarification as to whether it was formally opposing the remedy sought by the Applicant and, if so, on what grounds. The Respondent intimated that it was formally opposing the remedy sought; but it has not, despite a repeated request by the Court, specified the basis for such opposition. The Respondent, like the Applicant, is not legally represented in these proceedings, communications from it being sent by its Head of Administration.
7. The absence of legal representation on each side has given rise to some difficulties for the Court in ascertaining precisely what is sought by the Applicant and why that is resisted by the Respondent. In view of the urgency of the Application, there has been little time to obtain clarification from the parties. The Court has required to proceed upon an interpretation of the documents filed with it.
8. It seems clear that, when the Applicant left the Respondent's employment in October 2019, she received from it then or shortly thereafter appropriate documentation for transfer of her sponsorship, including “all non-objection letters and consents”. For reasons which she explains in her Application she did not immediately succeed in

completing any such transfer. In April 2020 she went personally to the Immigration Office where she handed in her application for transfer and “all the original documents” including, apparently, the “NOC”. Thereafter she was informed that all the procedures had, for reasons related to COVID-19 measures, been changed and that transfers now had to be made online by a new portal. Her previous (paper) application was cancelled and the original documents handed in with it were not returned to her.

9. Meantime, regard being had to the delay in the Applicant completing any transfer of sponsorship and to its own responsibilities with respect to immigration matters, the Respondent took steps to obtain cancellation of its sponsorship of the Applicant. It sought the Applicant’s co-operation in that process, including in particular the surrender of her identification card. This the Applicant has declined to surrender. The Respondent’s sponsorship of the Applicant has not been cancelled.
10. Relations between the Applicant and the Respondent are not good. This situation may have been exacerbated by another dispute between them which, so far as appears, is unrelated to her conduct as a sponsored employee and, accordingly, irrelevant to the current issue.
11. The Applicant has been advised that, under current procedures, all transfers of sponsorship must be submitted online at least 30 days prior to the expiry of her residence permit, that is, by 27 July 2020. For such transfer she requires to submit the relative “NOC”. Failing timeous submission, the Applicant is at risk of being removed from Qatar. This has particularly serious implications for her in the light of her current health and treatment being given for it, all of which gives rise to further health risk if she travels by air at this time.
12. The Court is conscious that the Respondent is naturally concerned to ensure that it does not itself infringe any immigration rules or procedures. It has, it states, sought advice from official bodies and is acting in accordance with advice received from them. On the other hand, the Respondent’s responsibilities as sponsor of the Applicant endure, notwithstanding that it has already (in 2019) provided her with appropriate transfer documentation. Since then that documentation has, without fault on the part of the Applicant, become unavailable for the purposes of her transfer application.

13. It is not suggested that the Respondent has been advised by any official body that, if it were now to reissue the relevant documentation in furtherance of a Court Order, it would infringe any immigration rule or procedure. Moreover, it seems to us obvious that where, through no fault of her own, the original documents provided by the Respondent have been lost after having been submitted to the relevant authorities by the Applicant, provision of copies of the documents is required for transfer of her sponsorship and is accordingly a step which the Respondent is required to take by virtue of paragraph 10 of the Employment Code. In the whole circumstances the Court is satisfied that it is just that such an Order be made.

14. There is some uncertainty about the scope of the “NOC” referred to in the Application. It is important that any Order issued by the Court should be readily intelligible to the party to whom it is addressed. The Respondent has stated that in 2019 it provided the Applicant with “NOC letter and all support documentation to facilitate [the Applicant’s] transfer of sponsorship”. It is that material which the Respondent must now reissue forthwith. Hence the terms of the foregoing Order.

By the Court,



Justice Arthur Hamilton

