



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) 15

IN THE QATAR INTERNATIONAL COURT
FIRST INSTANCE CIRCUIT

13 July 2021

CASE No: CTFIC0013/2020

BANK AUDI COMPANY LLC

Claimant

v

- (1) MARINA TRADING AND CONTRACTING COMPANY WLL
(2) AHMAD MUHAMAD AHMAD LOUBANI
(3) BASSAM DOGHLASS
(4) HUSSEIN DARWISH

Defendant

JUDGMENT

Before:

Justice Bruce Robertson
Justice George Arestis
Justice Fritz Brand

ORDER

1. The Defendants, jointly and severally, are ordered to pay to the Claimant:
 - (a) the sum of QAR 9,793,902.77.
 - (b) 1.5% commission annually for L/Cs and 7.5% interest annually for LTR from due date until date of payment.
 - (c) the Claimant's reasonable costs, to be assessed by the Registrar if not agreed.

JUDGMENT

1. The Claimant, by a Claim Form filed in Court on 20 July 2020, claims against all four Defendants jointly and severally as follows:
 - (a) QAR 9,793,902.77 being the balance of an LC + LTR facility.
 - (b) A commission of 1.5% for L/Cs annually and an annual interest of 7.5% for LTR from the due date to the date of repayment.
 - (c) Compensation of QAR 1,000,000 as damages "due to its bad intention according to the articles 100, 101 and 104 of the QFC Contract Regulations".
 - (d) Recovery of its legal expenses

2. It is the case for the Claimant that on 30 April 2017 the First Defendant accepted the offer of the Claimant to provide it with a number of different banking facilities up to the amount of QAR 23,700,000. Acting upon the said agreement, the Claimant issued to the benefit of the First Defendant an LC + LTR amounting to QAR 10,000,000 with an annual commission rate of 1.5% for L/Cs and an annual interest of 7.5% for LTR,

the initial maturity date of which was in June 2018. The amount claimed remains outstanding as from 28 February 2019.

3. On 3 May 2017 a personal guarantee agreement was signed by the Second, Third, and Fourth Defendants whereby they agreed to guarantee jointly and severally the obligations stemming from the above agreed facilities to the First Defendant up to the amount of QAR 23,980,000.
4. The First Defendant failed to pay the amount due on the maturity date and the Claimant, by a letter of its lawyer dated 28 February 2019, requested settlement of the same from the First Defendant. No response was received.
5. The Claim Form was duly served on all four Defendants on 23 July 2020, but no steps were taken by any of them to dispute or defend the claim.
6. On 2 February 2021 an application for summary judgment was filed with the Court and was properly served on all four Defendants. It is accompanied by a witness statement of Imad Chalhoub, Head of Branch Operations of the Claimant, verifying the facts of the case.
7. The Claimant is a company established under the laws of the Qatar Financial Centre and registered accordingly, so this Court has jurisdiction to hear and determine this claim.
8. In accordance with Practice Direction No 2 of 2019, a Claimant is entitled to summary judgment where the Court is satisfied that the Defendant to the claim has no prospect of successfully defending the claim, and there is no other compelling reason why the case should be disposed of at a trial.
9. There can be no questions as to the Claimant's entitlement to judgment for the balance of the original capital sum and the contractual interest and commission agreed upon. We are, however, not so satisfied with regard to the balance of the claim including commission, expenses and compensation of damages "due to bad intentions."

10. The Court has accordingly concluded that the Claimant is entitled to judgment against all four Defendants jointly and severally for:


(a) QAR 9,793,902.77

(b) 1.5% commission annually for L/Cs and 7.5% interest annually for LTR from due date until payment.

11. The Claimant is also entitled to its reasonable costs, to be assessed by the Registrar if not agreed between the parties.

12. The Court is not satisfied that the balance of the claim can be covered by this summary judgment and the Claimant, if it wishes to pursue those claims, will have to proceed with a conventional proof of the amounts claimed.

By the Court,



Justice George Arestis



Representation:

The Claimant was represented by D & C Legal Services LLC, QFC, Doha, Qatar.

No representations were made on behalf of the Defendants.