

In the name of His Highness Sheikh Tamim bin Hamad Al Thani, Emir of the State of Qatar

Neutral Citation: [2024] QIC (F) 44

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

Date: 24 October 2024

**CASE NO: CTFIC0039/2024** 

## INTERNATIONAL LAW CHAMBERS LLC

**Claimant** 

 $\mathbf{V}$ 

## ANVIN INFOSYSTEMS WLL

**Defendant** 

## **JUDGMENT**

**Before:** 

**Justice George Arestis** 

**Justice Fritz Brand** 

Justice Yongjian Zhan

#### Order

1. The Defendant must pay to the Claimant QAR 68,425 forthwith.

#### 2. Interest on:

- i. The amount of QAR 62 500 calculated at the rate of 5% per annum from 30 June 2022.
- ii. The amount of QAR 5,925 calculated at the rate of 5% per annum from 6 September 2023.
- iii. The amount of QAR 68,425 calculated at the enhanced rate of 7% from a date 30 days after the date of this judgment to the date of payment.
- 3. The Defendant must also pay the reasonable costs incurred by the Claimant in pursuing this claim, including reasonable remuneration for the Claimant's own time, to be assessed by the Registrar if not agreed.

## Judgment

- 1. The Claimant, International Law Chambers LLC, is an entity of legal practitioners, established and licenced to practice in the Qatar Financial Centre ('QFC'). Hence, it is an entity established in the QFC as contemplated by the Regulations and Procedural Rules (the 'Rules') of this Court. The Defendant is Anvin Infosystems W.L.L, a company established in the State of Qatar, but not in the QFC. Since the present dispute arises from a transaction involving an entity established in the QFC, this Court has jurisdiction in terms of article 9.1.3 of the Rules of this Court.
- 2. Because of the sum and the nature of the issues involved, the claim was allocated by the Registrar to the Small Claims Track of this Court under Practice Direction No. 1 of 2022 (the 'Practice Direction'). We consider that where cases have been allocated to the Small Claims Track, it is important that such cases be determined as quickly and efficiently as possible and that, where as happened in this case, the matter then goes undefended, it is in keeping with the Practice Direction for the Court to go on to

- determine the claim, usually on the papers, without the need for any application for summary judgment to be made.
- 3. Since we are satisfied that the papers were properly served on the Defendant, we have decided to determine the case on the written material before us and without hearing oral evidence or argument. The Defendant has not responded to the claim.
- 4. In accordance with the allegations in the Claim Form, the Claimant's case, which must in the circumstances be accepted as unconverted, can be summarised in the following terms:
  - i. The Claimant was engaged by the Defendant to render legal services pursuant to a letter of engagement dated 30 November 2021 (the 'First Letter of Engagement'). In terms of the First Letter of Engagement, the Defendant undertook to remunerate the Claimant for these services at a fixed monthly fee of QAR 12,500 irrespective of the number of hours worked by the Claimant.
  - ii. The Claimant alleges, and it is not denied, that it diligently performed all worked assigned to it by the Defendant during the six-month period, but that, despite demand, an amount of QAR 62,500 remains owing to it by virtue of the First Letter of Engagement since the end of June 2022.
  - iii. On 8 May 2023, the parties entered into a further agreement pursuant to a second letter of engagement. In terms of the second letter of engagement, the parties agreed that the Claimant would be remunerated at an hourly rate of QAR 650.
  - iv. During the period May to August 2023, so the Claimant alleges, and it is not denied, it diligently executed the Defendant's instructions but despite demands, there is an amount of QAR 5,925 outstanding in terms of this agreement since 6 September 2023.

- 5. According to the Claimant's allegations, which remain undisputed, the Defendant has never denied liability for the amount claimed. On the contrary, it made certain payments and sought a discount on the admitted amounts, which the Claimant agreed to, but despite this indulgence the amount of QAR 68,425 remains unpaid.
- 6. On the basis of these allegations, the Claimant's claim is for:
  - i. Payment of the amount of QAR 68,425.
  - ii. Interest on this amount calculated from dates of non-payment to date of payment.
  - iii. Imposition of a judicial penalty in terms of article 98 of the QFC Contract Regulations 2005 to ensure compliance with the Court's order.
  - iv. The costs incurred by the Claimant in pursuing its claim.
- 7. In terms of article 22.6 of the Rules, summary judgment is warranted if the Court finds that (a) the Defendant has no prospect of success in defending the claim; and (b) there is no compelling reason why the claim should be disposed of at a trial. In our view the Claimant's claims clearly meet both these requirements.
- 8. With regard to interest, the usual rate awarded by this Court is 5% per annum on outstanding amounts. In addition, we propose to award an enhanced rate of 7% per annum from a date 30 days after this judgment pursuant to article 98 of the QFC Contract Regulations 2005 to ensure compliance with the Court's Order (see also Practice Direction No. 3 of 2021 Award of Post-Judgment Interest by the Court).
- 9. These are the reasons for the order we 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 self-represented.

The Defendant was unrepresented and did not appear.