



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: [2022] QIC (F) 25**

**QATAR INTERNATIONAL COURT**

**FIRST INSTANCE CIRCUIT**

**Case No. CTFIC0016/2022**

**Date: 5 December 2022**

**BETWEEN:**

**AARNOUT HENRI NICOLAES WENNEKERS**

**Claimant**

**v**

**QATAR FREE ZONES AUTHORITY**

**Defendant**

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**JUDGMENT**

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**Before:**

**Justice Arthur Hamilton**

**Justice Ali Malek KC**

**Justice Muna Al-Marzouqi**

## ORDER

- (1) The Defendant's application challenging jurisdiction is dismissed.
- (2) There be no order as to costs.
- (3) The case be listed for further directions.

## JUDGMENT

1. This is an application by the Defendant, Qatar Free Zones Authority ("**QFZA**" or the "**Authority**"), to set aside proceedings brought by the Claimant ("**Mr Wennekers**"). QFZA contends that the Court lacks jurisdiction and that any claim brought by Mr Wennekers against QFZA can only be brought in the (mainland) Qatari courts.
2. A virtual hearing took place on 12 October 2022. Oral submissions were made by Mr Wennekers and by Mr Thomas Williams of Sultan Al-Abdulla & Partners on behalf of the QFZA. At the end of the hearing, the Court reserved judgment. This is the Court's ruling.

### **Procedural Background**

3. Mr Wennekers issued his Claim Form on 3 April 2022.
4. On 26 May 2022, QFZA issued its application notice (the "**Application**") contesting the Court's jurisdiction further to Articles 19.1 and 19.2 of the Regulations and Procedural Rules of the Court (the "**Rules**") and seeking an order that the Court decline jurisdiction pursuant to Article 9.4 of the Rules. On the same date, QFZA served a Skeleton Submission in support of the Application.
5. On 1 June 2022, Mr Wennekers filed a Reply to the Application. Pursuant to directions from the Court, he served a Skeleton Submission on 25 September 2022.

6. Neither party served any witness statement. Shortly before the hearing, QFZA served two documents, which are referred to below. Mr Wennekens was offered more time to respond to them if needed. In the end he did not oppose the late admission of the documents.
7. The Application requires the Court to consider Qatari legislation. There was a discussion at the hearing concerning translations from Arabic into English. The parties did not rely on evidence from translators. The Court suggested that since one of the judges hearing the Application (Justice Al-Marzouqi) was an Arabic speaker, the Court could rely on her translation. The parties agreed to this.
8. This is a jurisdictional hearing which requires the Court to make factual findings. In the event that the Court accepts it has jurisdiction it may be necessary to revisit these findings in the light of all the evidence including oral evidence.

### **The Parties**

9. Mr Wennekens is of Canadian nationality and at the material time worked in Qatar.
10. The essence of his claim is that he was wrongly dismissed by QFZA. It seems from the materials before the Court that the characterisation of the relationship between Mr Wennekens and QFZA was that of employment even if there is a dispute as to the contractual terms of employment. It notes that Mr Wennekens' case in his Reply was that he was "*a service provider*" and that because he was working for a fixed term this "*implies a contractual relationship rather than an employment relationship*".
11. However, for the purpose of this Application the Court considers that nothing turns on the precise characterisation of the relationship and it will refer in this judgment to Mr Wennekens being employed by QFZA.
12. QFZA is an independent government agency. It was established in 2018 to develop and oversee Qatar's new free zones. The Authority was established by Law No.34 of 2005 on Investment Free Zones, as amended by Decree No.21 of 2017 and Law No.15 of 2021.

## Background Facts

13. By letter dated 16 May 2019 (the “**Offer Letter**”) QFZA made an offer of employment to Mr Wennekers. The Offer Letter had 2 annexes. Annex 1 contained the employment offer and made provision for Mr Wennekers’ signature. Annex 2 set out various terms and conditions. Mr Wennekers position was described in the Offer Letter as “*Manager-Corporate Planning*”.
14. The Offer Letter stated that the “*Offer of Employment is conditional upon the full satisfaction of the following requirements within three (3) months from the date of this letter*”. Requirement 4 was that Mr Wennekers signed an employment agreement “*in the form of Annex 2*”. Annex 2 did not include a jurisdiction clause.
15. On 23 May 2019 Mr Wennekers sent an email to QFZA indicating that he accepted the Offer Letter “*in principle*”. He attached a document entitled “*Offer of Employment-Request for Clarification*” which sought clarification as a condition of signing the Offer Letter.
16. Once the clarification was provided, Mr Wennekers signed the Offer Letter on 28 May 2019. The employment contract was described as “*Four Year Fixed Term (with possibility for extension to indefinite)*”. The Offer Letter stated that:

*I [Mr Wennekers], the undersigned, have read and understood this Offer of Employment, and hereby accept all the terms and conditions contained herein as updated by Mr Andrew Gold via email on 19 May 2019 and via telephone conversation on 27 May 2019. I also accept that no employment agreement will be signed between [QZFA] and myself unless all the conditions of your offer 18<sup>th</sup> May 2019 have been fully satisfied.*
17. Mr Wennekers commenced his employment with QFZA on 2 July 2019. The 3-month period for signing the employment agreement passed without a draft being given to Mr Wennekers. However, Mr Wennekers’ employment continued in that he provided services to QFZA in return for salary.

18. In early December 2019, QFZA provided a draft employment agreement (the “**Draft Employment Agreement**”). This was signed by QFZA. It was never signed by Mr Wennekens and so it is referred to as a draft. There is an issue as to whether it became legally binding. QFZA’s case is that Mr Wennekens agreed to the Draft Employment Agreement as a matter of Qatari law on the basis of an acceptance by silence and that the parties are bound by it.

19. The Draft Employment Agreement contained the following provisions:

a. Clause 1.1:

*[QFZA] hereby agrees to employ the Employee for a period of (4) years with effect from the date on which the Employee commences his/ her job with [QFZA]. The Employee’s commencement, date, position, grade, and marital status are as stated in the Appendix attached to this Contract. This Contract may be renewed for further term upon the written consent from both parties.*

b. Clause 10.1: “*This Contract constitutes the entire agreement between [QFZA] and the Employee, and all previous agreements, whether oral or written shall be void*”.

c. Clause 10.4:

*This Contract shall be interpreted, construed and enforced in accordance with the laws of the State of Qatar and the Qatari Courts shall have the exclusive jurisdiction to settle any disputes between the Parties arising from or in connection with this Contract.*

20. On 13 February 2020, Mr Wennekens sent an email raising concerns about the Draft Employment Agreement. He wrote:

*I am unable to sign the contract as it does not reflect the outcome of discussions that I had with HR during the hiring process, the letter of offer I signed, nor does it reflect the title change that was communicated to me by management in October 2019.*

21. On 1 February 2022 QFZA sent Mr Wennekers a termination notice which purported to terminate his employment from 28 February 2022.
  
22. On 14 February 2022 Mr Wennekers sent an email to QFZA stating that “*it was suggested that my termination may have been due to the fact that I had not signed an employment contract with the QFZA*”. Mr Wennekers asserted that he did not sign the document because “*it did not include the terms and conditions negotiated with Mr Andrew Gold as the terms and conditions we discussed and agreed to were not updated*”. This was a reference to discussions in January 2019 and May 2019. He also stated that he “*did bring this matter to management’s attention (my direct supervisors, HR, Mr Gold and Legal) on numerous times in 2019, 2020, and 2021*”. He continued that “*at no time was I provided with the assistance necessary to resolve this matter (I was told by HR to talk to the Chairman but I was told by his office that HR matters were handled by HR)*”.
  
23. QFZA in its Skeleton Submissions at paragraph 14 make a number of contentions. First, that before the commencement of proceedings, Mr Wennekers, “*...never challenged Clause 10.4 of the Employment Agreement, nor did he ever call into question the validity of the Employment Agreement*”. Reference is also made to the Claim Form (page 8) where it is pointed out by QFZA that Mr Wennekers accepts that there is no contemporaneous written evidence of any challenges to the Employment Agreement’s validity during its currency, which he asserts were raised in 2019, 2020 and 2021. The Court deals with the significance of this below.

## Mr Wennekers' Claim

24. Mr Wennekers Claim Form is detailed. He alleges that QFZA wrongly terminated the contract of employment with QFZA and brings a wrongful dismissal claim as well as other claims.

25. For present purposes it is sufficient to refer to the summary in Section 2 of the Claim Form:

*1. The QFZA terminated our relationship without providing access to due process, failing to establish just cause, and providing multiple conflicting justifications – none of which have were proven using due process as per the “Law No. (15) of 2016 - Promulgating the Civil Human Resources Law” – for my termination:*

*a. By management decision;*

*b. By management decision as a result of an investigation and disciplinary action;*

*c. Because I had not signed an Employment Contract; and,*

*d. Because my performance was sub-par.*

*2. The QFZA terminated our relationship the day I returned from four months of medical leave required after two work place accidents that required emergency surgery to repair. The QFZA does not have a proper work-place accident reporting system and post-accident support protocols. They did not ensure that I fully recovered from my injuries and that I could support myself and my family financially. This contravenes specific articles “Law No. (15) of 2016 - Promulgating the Civil Human Resources Law” that will be specifically identified below.*

*3. The QFZA negotiated the terms and conditions of my relationship to be concluded in an Employment Contract in bad faith;*

4. *The QFZA allowed me to work without an Employment Contract (or Job Description) since joining on 02 July 2019; it failed to take appropriate action to resolve employment terms and conditions in a timely manner; it allowed issues to linger un-resolved in contravention of the “Law No. (15) of 2016 - Promulgating the Civil Human Resources Law”.*

*The Offer of Employment signed by me and QFZA representatives formed the relationship to provide services for 48 months with no proviso for termination. At no time did the QFZA provide written notice that the concerns regarding the contract were without basis or with merit; by continuing to discuss the issue with me, they made it appear that it remained unresolved.*

5. *The QFZA continued to allow me to be underpaid in contravention of the “Law No. (15) of 2016 - Promulgating the Civil Human Resources Law” despite repeated requests for assistance from Senior Management to resolve the matter of monthly compensation in general and specifically with respect to (related to Grievance 4 above):*

- a. Salary*
- b. Benefits*
- c. Bonus*
- d. Other Payments;*

*The QFZA negotiated the Final Settlement in bad faith by wilfully ignoring various attempts to communicate with the Chairman of the Board/Managing Director (MD), CEO, Chief Corporate Services Officer (CCSO), Chief Legal Officer (Acting) from February 01, 2022 to March 02, 2022 to resolve these grievances amicably and discretely as per “Law No. (15) of 2016 - Promulgating the Civil Human Resources Law”.*



*7. The QFZA did not take any interest in, or responsibility for ensuring, my full recovery from two work place accidents that has left it difficult for me to work. They left me without means to support myself - I have difficulty walking and sitting for prolonged periods at an office desk which is the way that I perform my job duties. I request the QFZA pay me a Disability Pension until I reach the age of 60 (the official age of retirement in Qatar).*

26. In the Claim Form, Mr Wennekers asserts that he did not sign the Draft Employment Agreement. He further contends that there were “*three anecdotal reasons*” for the termination of the employment relationship. This included one that was “*due to an unsigned Employment Contract*”.

27. Mr Wennekers disputes that he is bound by the Draft Employment Agreement. He maintains that he:

*...took reasonable step – every three to four months to protect against QFZA arguing that I agreed to the Employment Contract by default- to ensure I was appointed under a legitimate “Employment Contract”. The challenge in proving this is that most of the follow up was done verbally in accordance with the verbal tradition and customs of Qatar. These communications were always verbal and since there is no written record the QFZA has a degree of plausible deniability that I had ever brought up the subject.*

28. At page 14 of the Claim Form Mr Wennekers asserts:

*I believe the Offer of Employment is the only guiding document that governs my relationship with the QFZA. I did not at any time receive any type of official correspondence from the QFZA regarding my Employment Contract; I think they operate under the assumption that if no email is sent, no record exists.*

## **Jurisdiction**

29. QFZA contests the jurisdiction of the Court to determine Mr Wennekens claim. Articles 19.1 and 19.2 of the Rules provide for the ability to contest the jurisdiction of the Court and requires an application notice to be filed with the Registry. Article 9.4 states that “*Any issue as to whether a dispute falls within the jurisdiction of the Court should be determined by the Court whose decision shall be final*”.

30. The parties’ respective arguments concerning jurisdiction can be shortly summarised as follows.

### QFZA’s Case

31. QFZA disputes the Court’s jurisdiction on 3 grounds which can be summarised as follows.

- a. First, it contends that Mr Wennekens cannot rely upon Article 44 of the QFZ Law because it does not cover disputes between QFZA and its employees. Rather it extends to disputes between QFZA and individuals or companies registered in the Free Zones and therefore does not extend to Mr Wennekens (“**Issue 1**”).
- b. Secondly, it relies on Clause 10.4 of the Draft Employment Agreement and contends that the Parties opted out of the Court’s jurisdiction, and agreed that the mainland Qatari courts will have exclusive jurisdiction over disputes arising from or in connection with the Employment Agreement. It alleges that the Draft Employment Agreement constituted a valid agreement between the parties from 2 July 2019 until the Termination Notice, further to Article 64 and Article 73 of the Law No (22) of 2004 Regarding Promulgating the Civil Code (the “**Civil Code**”) (“**Issue 2**”).
- c. Thirdly, it contends that further to Law No.7 of 2007 on the Settlement of Administrative Disputes (the “**Administrative Disputes Law**”), disputes

between the QFZA (as a governmental entity) and its employees (public employee) are within the exclusive jurisdiction of the Administrative Circuit of the (mainland) Qatari Court of First Instance, and the Administrative Disputes Law has not been repealed expressly or impliedly by the QFZ Law (“**Issue 3**”).

### Mr Wennekers’ Case

32. Mr Wennekers claims that the Court has jurisdiction to adjudicate the Case, further to Law No.34 of 2005, as amended by Decree No.21 of 2017 and Law No.15 of 2021 (the “**QFZ Law**”).
33. Mr Wennekers claims that Article 44 of the QFZ Law gives this Court jurisdiction to determine his claims on the basis that there is a dispute/lawsuit between QFZA and himself as an individual.
34. He further maintains that there has been no opt out so as to apply the final words of Article 44 of QFZ Law “*unless the parties agree on settling the dispute in alternative means*”. He argues that the Draft Employment Agreement is not an agreement to settle the dispute in alternative means. This is because he never signed the Draft Employment Agreement nor did he agree to it or clause 10.4 relating to jurisdiction.
35. Mr Wennekers also relied on Article 9.1 of the Rules which provides:

*The Court has jurisdiction, as provided by Article 8.3 (c ) of the QFC Law, in relation to:*

*9.1.4 Civil and commercial disputes arising from transactions, contracts, arrangements taking place between entities established with the QFC and residents of the State, or entities established in the State but outside the QFC, unless the parties agree otherwise.*

36. This head of jurisdiction fails because QFZA is not an entity established in the QFC. It rightly did not form part of Mr Wennekens' oral argument.

## **Discussion**

### **Issue 1**

37. Mr Wennekens relies on Article 44 of the QFZ Law. It needs to be considered in the context of the legislative framework.

38. Article 2 of the QFZ Law states:

*Free Zones will be established by way of a decree upon a proposition from the Council of Ministers, and its boundaries and the coordinates will be specified in accordance with the maps and the areal and organizational plans attached to the decree.*

39. Mr Wennekens contends in his Reply Submissions that the services he provided was to QFZA with it residing and operating out of the Business Innovation Park (“**BIP**”) in the Free Zone area given the operating name Ras Bu Fontas. He points that because of COVID, some of the services he provided were from outside BIP, but this does not displace the fact that QFZA operated out of BIP.

40. QFZA enjoys a special status as a matter of Qatari law. Article 43 of the QFZ Law states:

*The laws and rules regulating the civil service in the State will not be applicable to the Authority or any of its employees. The Authority will have the power to establish its own internal regulations relating to the conditions and statuses to be applied to its employees.*

41. The issue of construction between the parties is whether Mr Wennekens is an individual within the meaning of Article 44 of the QFZ Law. Subject to the point of whether Article

44 is displaced by a jurisdiction agreement (Issue 2) or other Qatari legislation (Issue 3), the Court finds the other provisions of Article 44 are satisfied; and, barring the issue of construction, the contrary was not argued by the parties. It is clear from the Claim Form that there is a dispute of a civil or commercial nature, and Article 44 applies whatever the nature of the legal relationship between the parties. The QFC Law (as recently amended by Qatar Law No. 14 of 2021) recognises that the Court has jurisdiction in relation to “*Civil and commercial disputes related to other entities, which are assigned to it by law*” (Article 8(3)(c/5)). The QFZ Law is such a law.

42. The Court has been given two translations of Article 44 QFZA. QFZA relied on the LexisNexis translation as follows:

*The Civil and Commercial Court established at the Qatar Financial Centre, by virtue of the aforementioned Law of Qatar Financial Centre, shall settle all the civil and commercial disputes and lawsuits filed between the companies registered at the Free Zones, and between the Authority and the individuals and companies registered at the Free Zones, or between the companies registered at the Free Zone and the individuals residing in the State or the companies or entities established outside the Free Zone, regardless of the nature of the legal relationship subject-matter of the dispute, unless the parties agree on settling the dispute in alternative means. (emphasis added)*

43. Mr Wennekers relied upon this translation of Article 44 of QFZ Law which is published on the QFZA website:

*The Civil and Commercial Court established in the Qatar Financial Centre pursuant to the Law of the Qatar Financial Centre, as referred to herein, shall have jurisdiction to adjudicate all disputes and civil and commercial suits between Registered Companies in the Free Zones, and between the Authority and individuals and Registered Companies in the Free Zones, or between Registered Companies in the Free Zones as one party and between individuals residing in the State or companies or entities established outside the Free Zones as the other party, whatever the nature of the legal relationship which is the*

*subject matter of the dispute, unless the parties agree to settle the dispute by alternative means. (emphasis added)*

44. The Court is satisfied that the second version of the Article 44 of QFZ Law is the more accurate translation of the Arabic text. It is described on its face as an “*unofficial English version prepared by [QFZA]*” (page 463 of the hearing bundle). It is ironic that QFZA did not rely on its own translation published in its website but that of LexisNexis. The English version of Article 44 published by QFZA grammatically and linguistically matches the Arabic official version of the same article published in the Official Gazette especially the disputed sentence “...*and between the Authority and individuals and Registered Companies in the Free Zones, ...etc*”. In the Arabic language, the adjective comes after the noun. The Arabic version of Article 44 describes the noun “companies” by the adjective “registered” and such adjective followed the noun “companies” to read as “registered companies” and not “companies registered”. The word “individuals” is another noun mentioned in Article 44 and unlike the word “companies”, it is not followed by any adjective and left general. In addition, according to the Arabic language grammar rule, an adjective must conjugate the noun’s gender (noun’s femininity or masculinity). The word “companies” in the Arabic version is feminine and the adjective “registered” is feminine as well, thus it matches the noun perfectly. Whereas the word “individuals” is masculine, hence “registered” as a feminine adjective cannot be a correct adjective to the word “individuals”. LexisNexis disputed text reads as “...*and between the Authority and the individuals and companies registered at the Free Zones*”. This translation changed the language of the Arabic wording as it uses the adjective before the nouns “individuals” and “companies” to describe both of them in English as those who are registered at the Free Zones, which is untrue. In Arabic, it is not correct to say that “registered” is an adjective describing the word “individuals” as well for the grammatical reason mentioned earlier. Thus, the correct interpretation to maintain the linguistic meaning of the article is “individuals” and “registered companies” as published in the translation of Article 44 on the QFZA website.
45. QFZA submits as a matter of construction that it is only disputes between QFZA and registered individuals that are covered by Article 44 and since Mr Wenekers is not a registered individual, he is outside the application of Article 44.

46. In its Skeleton Submissions, QFZA contends that an example of this is a manager of an entity registered in the Free Zones (Article 27 of the Free Zones Companies Regulations of 16 December 2020). Shortly before the hearing, QFZA referred to QFZA's Licensing Regulations, and QFZA's Land Lease and Use Regulations as containing further examples of individuals registered in the Free Zones.
47. In support of its argument, it submits that QFZA is an important government agency and therefore the legislature intended that jurisdiction should be narrowly construed and inapplicable to individuals unless they are Registered individuals.
48. The Court notes that the term "*individuals*" in Article 44 is not a defined term in the QFZ Law. On the other hand, "*Registered Companies*" is a defined term under Article 1 of the QFZ Law as "*The companies and other entities registered with the Authority to carry out Economic Activity within the Free Zone in accordance with the provisions of this Law and the decisions issued in implementation thereof*".
49. The fact that the term "*individuals*" is not defined suggests that the term is to be given its ordinary and natural meaning. Mr Wenekers clearly is an individual employed by a government agency. The Court considers that the language of Article 44 is clear and unambiguous. It speaks of "*and between the Authority and individuals and Registered Companies in the Free Zones...etc.*" As a matter of construction, Article 44 is making a distinction between individuals and Registered Companies. Had the intention been to capture only Registered individuals and companies, this would have been clearly stated.
50. The Court sees no need to adopt a construction of Article 44 that would narrow its scope to disputes/lawsuits between QFZA and Registered individuals. The Court has jurisdiction to deal with employment issues and giving the Court a power to resolve disputes between the QFZA and its employees is a sensible one and no coherent reason exists to limit jurisdiction to claims involving Registered individuals.

## Issue 2

51. The second issue is whether there is a jurisdiction agreement between QFZA and Mr Wennekers within the meaning of Article 44 of QFZ Law. It is said by QFZA that jurisdiction is displaced by the concluding words of Article 44 “...*unless the parties agree to settle the dispute by alternative means*”.
52. QFZA relies on clause 10.4 of the Draft Employment Agreement and argued that even if the Court decided that it has jurisdiction, clause 10.4 is an agreement between the parties to settle the dispute by alternative means (the mainland Qatari Courts).
53. Issue 2 involves two sub-issues.
  - a. First, whether the parties agreed to the jurisdiction agreement contained in clause 10.4 of the Draft Employment Agreement.
  - b. Secondly, in the event that clause 10.4 is binding whether it means that the mainland Qatari courts must determine this dispute and not this Court.
54. It is not alleged by QFZA that Mr Wennekers expressly accepted the Draft Employment Agreement. As the Court understands QFZA’s argument, it is that Mr Wennekers was bound by it (and the jurisdiction clause contained in it at clause 10.4) when it was received by him on some unspecified date in December 2019 and not immediately challenged.
55. In support of its contention that the Draft Employment Agreement is binding (including clause 10.4), QFZA relies on a number of provisions of the Civil Code which are set out below.
56. Article 64 provides:



*A contract is made merely by the joining of an offer and acceptance if its object and cause are deemed legal without breach of the law's requirements for special circumstances for the making of certain contracts.*

57. Article 73 states:

*(1) A statement is not attributable to a person who remains silent. However, silence in the context of a requirement for a statement is considered acceptance.*  
*(2) Silence is considered acceptance in particular if there exists previous dealing between the parties to the contract and the offer relates to this dealing, or if the offer leads to benefit for the person to whom it is addressed. Likewise, the silence of a purchaser after he has received the goods he has purchased is considered to be an acceptance of the terms recorded in the price list.*

58. Article 93 states:

*If the law requires a particular form or the two parties to the contract agree that it is necessary and doubt arises regarding whether the form is demanded for the existence of the contract or otherwise, it must not be considered demanded for the existence of the contract.*

59. The Court finds that Mr Wennekers never agreed to the Draft Employment Agreement and that it is not binding on him. Mr Wennekers is not bound by clause 10.4 of that agreement. It follows that Article 44 of the QFZ Law is not disapplied. The Court reaches this conclusion for the following reasons:

- a. The first time that QFZA sought to rely on a jurisdiction clause was in December 2019 when it sent the Draft Employment Agreement to Mr Wennekers.
- b. The most obvious way for Mr Wennekers to convey his consent to clause 10.4 was to sign the Draft Employment Agreement in the place designated for signature. Mr Wennekers never did this. The fact that he did not sign was a clear indication to QFZA that Mr Wennekers did not agree to it.

- c. The Court rejects QFZA's argument that there was conduct on the part of Mr Wennekers which assumed that the Draft Employment Agreement was valid and enforceable. As early as 13 February 2020, Mr Wennekers sent an email to QFZA indicated that he had not agreed to the Draft Employment Agreement. The fact that Mr Wennekers did not sign the document is an indication that it was not agreed and QFZA was explicitly told of this. Although Mr Wennekers worked as an employee and received salary this is not conduct indicating that he had agreed to the Draft Employment Agreement and in particular clause 10.4. At most it shows that QFZA and Mr Wennekers were content to proceed with an employment relationship without agreeing the Draft Employment Agreement. What occurred is consistent with Mr Wennekers continuing to work on the basis (whatever that was) which existed prior to the Draft Employment Agreement being sent to him.
- d. Mr Wennekers alleges there were other occasions where the matter of the unsigned Draft Employment Agreement was discussed. The Court has no reason to reject what Mr Wennekers says in the Claim Form which is supported by a statement of truth. The fact that there is an apparent lack of contemporary documents is not decisive. QFZA elected not to challenge what was alleged by serving a witness statement.
- e. The provisions of the Civil Code relied upon by QFZA are not in point. There was no acceptance by Mr Wennekers within Article 64. There is nothing on the facts suggesting any acceptance by silence within Article 73 particularly where Mr Wennekers indicated that he had not agreed to the Draft Employment Agreement. The particular examples given in Article 73.2 of when silence may be considered acceptance are of an exceptional nature. Article 93 is not engaged as Mr Wennekers and QFZA never agreed a "*particular form*" within the meaning of that provision.

60. Finally, there is nothing to indicate that Mr Wennekers thought that he had agreed to the Draft Employment Agreement. On this point QFZA relied on manuscript annotations made by Mr Wennekers on the Draft Employment Agreement. QFZA's argument is that because there were no written annotations against clause 10.4 of the Draft Employment Agreement, this is a strong indication that he had agreed to this provision. The Court does not see how anything can be read into the annotations made by Mr Wennekers particularly where the annotation against clause 10 relating to previous agreements is "*not signed*".

61. In the light of this conclusion, it is not necessary to consider the position if clause 10.4 of the Draft Employment Agreement was a binding jurisdiction agreement.

### **Issue 3**

62. This issue is concerned with the argument that Mr Wennekers' claim falls within the exclusive jurisdiction of the Administrative Department. This is concerned with Law No.7 of 2007 on the Settlement of Administrative Disputes (the "**Administrative Disputes Law**").

63. Article 2 of the Administrative Disputes Law provides: "*The Court of First Instance shall establish one or more administrative circuits, each consisting of three judges, to consider exclusively the administrative disputes specified in this Law*".

64. Article 3 continues:

*Subject to the provisions of Article 13 of the Judicial Authority Law referred to, the Administrative Circuit shall exclusively consider the following administrative disputes:*

*1. Disputes over salaries and pensions, bonuses and allowances payable to employees or their heirs, irrespective of their job grades.*

65. The Court does not consider it necessary to decide how Article 3 of the Administrative Disputes Law might operate on the facts of the present case and cover Mr Wennekers' claims or some of them. This is because of Article 43 of QFZ Law which states that the laws and rules of the civil service in Qatar are not applicable to QFZA or any of its employees. QFZA is a government authority and Mr Wennekers is employed by it. As a matter of construction this is a civil service relationship. This exemption means that Mr Wennekers' claim does not fall with the exclusive jurisdiction of the Administrative Circuit of the Court of First Instance.
66. QFZA argues that Article 43 of QFZ Law is referring to Law No. 15 of 2016 "Promulgating the Civil Human Resources Law" and not the Administrative Disputes Law. But the Court does not consider that Article 43 is so limited.
67. Although not legally relevant and by way of a postscript, the Court notes that the conclusion that the Court has jurisdiction is consistent with Mr Wennekers' own experience in seeking redress. In his Reply Submissions, Mr Wennekers explains the enquiries he made with the Government of Qatar and the Ministry of Administrative Development, Labour & Social Affairs ("MADLSA") for assistance in determining the Qatari court which should hear this case. It is unnecessary to lengthen this judgment by setting out all of Mr Wennekers' enquiries other than to say that he was told that this Court had jurisdiction for his claim and that the claim does not fall within MADLSA's jurisdiction.

## **Disposal**

68. The Application is dismissed. Mr Wennekers indicated that he did not seek costs in the event the Application was dismissed. There is therefore no order as to costs.
69. The Court intends to give directions for the further conduct of these proceedings.

**By the Court,**



**[signed]**

**Justice Ali Malek KC**

A signed copy of this Judgment has been filed with the Registry.

Representation:

The Claimant represented himself.

The Defendant was represented by Mr Thomas Williams, Mr Umang Singh and Mr Ahmed Durrani of Sultan Al-Abdulla & Partners, Doha, Qatar.