



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) 29

**IN THE QATAR INTERNATIONAL COURT
FIRST INSTANCE CIRCUIT**

Date: 26 December 2022

CASE NO: CTFIC0039/2022

AEGIS SERVICES LLC

Claimant

v

AL QAMRA FACILITIES MANAGEMENT LLC

Defendant

JUDGMENT

Before:

Justice Fritz Brand

Justice Bruce Robertson

Justice Rashid Al Anezi

Order

1. The Defendant's plea that this Court lacks jurisdiction to determine the dispute arising from the Claimant's claim is dismissed.
2. The parties are directed to file their witness statements pertaining to the merits of the dispute, referring to such documentary evidence they seek to rely on, within 14 days from this order.
3. To the extent that that any reasonable costs have been incurred by the Claimant in resisting the Defendant's plea based on lack of jurisdiction, it is entitled to recover those costs to be assessed by the Registrar if not agreed upon.

Judgment

1. The Claimant, Aegis Services LLC, is a company incorporated and licenced in the Qatar Financial Centre ("QFC"). It conducts business in assisting other entities to obtain International Organization for Standardization ("ISO") Certification in their chosen field. The Defendant is Al Qamra Facilities Management LLC, a company incorporated in the State of Qatar, but not in the QFC. 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.
2. The Claimant's case is that the parties concluded a contract on 11 January 2021 when the Defendant provided it with a Purchase Order, which was accepted by the Claimant, requiring the Claimant to render assistance to the Defendant in acquiring ISO Certification in the field of Hygiene and Sanitation Management Services against payment of the sum of QAR 6,800.00. In terms of the contract thus concluded, so the Claimant avers, this fee became payable in full upon receipt by Defendant of the required certification.
3. The Claimant further alleges that it succeeded in the execution of its mandate by obtaining the required certification on 8 March 2021. According to the Claimant, it showed the original certificate to the Defendants' representatives and promised to hand it over upon receipt of payment of its fee. On 9 March 2021, so the Claimant says, it

also rendered an invoice to the Defendant for QAR 6,800.00. But, despite all this and despite the lapse of almost 2 years since, so the Claimant concludes, the Defendant has failed to pay any part of the agreed amount. Hence its claim is for payment of the amount of QAR 6,800.00.

4. The claim is opposed by the Defendant through its legal representatives on two grounds. Firstly, it is contended that this Court has no jurisdiction to entertain the dispute arising from the claim. Secondly, it disputes the merits of the claim.
5. According to the Statement of Defence, the lack of jurisdiction plea rests on the proposition that this Court “*is exceptional litigation approach that requires both parties’ consent to proceed with*”. As we see it, the defence is fundamentally flawed and, particularly having regard to the nature of Small Claims Track proceedings, it can in our view be dismissed on the papers without a formal hearing on the basis that follows. Article 9.1.4 of the Regulations and Procedural Rules of this Court – corresponding to article 8.3 (c) 4 of the QFC Law (No. 7 of 2005) – bestows jurisdiction on the Court to determine, inter alia:

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

6. The uncontroverted facts are that the Claimant is an entity established with the QFC; that the Defendant is an entity established in the State of Qatar outside the QFC; and that this is a commercial dispute arising from a contract between these two entities. The position is thus that this Court has jurisdiction unless it is pertinently excluded by agreement between the parties. The contrary position taken by the Defendant, which renders the jurisdiction of this Court subject to an agreement between the parties is therefore misconceived. The true position is the converse. It follows that, since the Defendant does not rely on any agreement excluding this Court’s jurisdiction, we find no merit in the defence. Hence it is dismissed. Although no costs order is sought by the Claimant, we believe it is fair that it should be compensated for such reasonable costs it may have incurred in opposing the misconceived plea of lack of jurisdiction.

7. The defence on the merits is essentially that the Claimant has failed to execute its mandate. It raises a dispute of fact. As the first step in the resolution of this dispute, the parties are directed to file witness statements, referring to such documents as they may wish to rely on, in support of their opposing versions of the facts, within 14 days from the date of this order. In the light of these witness statements, the Court shall decide on the further conduct of the case.

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 represented by Jumah Nasser Al Kaabi of Dr Jumah Nasser Al Kaabi Law Firm, Doha (Gulf Legal Consultants).