



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) 31

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

Date: 26 December 2022

CASE NO: CTFIC0041/2022

SHAIKH AKHIL OMER

Claimant

v

MEINHARDT BIM STUDIOS LLC

Defendant

JUDGMENT

Before:

Justice Frances Kirkham

Justice Fritz Brand

Justice Helen Mountfield KC

Order

1. The Defendant, Meinhardt BIM Studios LLC, is to pay the Claimant forthwith:
 - a. The sum of QAR 46,714.00.
 - b. Interest on the amount in (a), calculated at the rate of 5% per annum, from 18 April 2022 to the date of payment.
2. To the extent that any reasonable costs were incurred by the Claimant in pursuing this claim, he is entitled to recover those costs from the Defendant, such costs to be assessed by the Registrar if not agreed.

Judgment

1. This is the tenth claim against the same Defendant, Meinhardt BIM Studios LLC, by one of its former employees for arrear remuneration. The Claimant is Mr Shaikh Akhil Omer who is a citizen of the Republic of India. The Defendant is a company incorporated and licensed in the Qatar Financial Centre.
2. Because of the sum and issues involved, the claim was allocated by the Registrar to the Small Claims Track of this Court under Practice Direction No.1 of 2022. In accordance with this Practice Direction, we have decided to determine the case on the basis of the written material before us and without hearing oral evidence. We are satisfied that the Defendant was duly notified about the claim and served with the relevant material before us on 6 December 2022.
3. In accordance with the allegations in the Claim Form and the documents annexed thereto, which are uncontroverted, the Claimant started his employment with the Defendant as a BIM Manager on 26 September 2021. Employment was duly terminated on 4 April 2022. Upon termination, and in accordance with a Certificate of Settlement issued by the Defendant on 18 April 2022, an amount of QAR 46,714.00 became due and payable to the Claimant. The Claimant's case is that, despite this admission of liability on the part of Defendant, and despite numerous demands for payment by the Claimant that followed, the full amount remains outstanding. On the face of it, the Defendant has no answer to this claim.

4. Although the Claimant did not claim interest, we believe it is fair to compensate him to some extent for being deprived of the benefit of receiving payment of money due to him by an award of interest on the outstanding amount at the rate of 5% per annum from date of the termination of his employment, which was 4 April 2022, to the date of payment.
5. The Defendant must also pay the reasonable costs, if any, incurred by the Claimant in bringing this claim.
6. The Defendant uses the delays associated with debt collection through court proceedings to gain the advantage of what amounts to an interest free loan at the expense of causing financial prejudice, inconvenience and distress to its former employees. Of concern is that this strategy by the Defendant seems to have become a matter of course, as appears from the number of similar cases this Court has dealt with recently.

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.