



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: [2024] QIC (F) 12

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

Date: 7 March 2024

CASE NO: CTFIC0005/2024

AL-HATTAB SECURITY SERVICES

Claimant

V

FLANK TECHNOLOGIES LLC

Defendant

JUDGMENT

Before:

Justice Dr Hassan Al-Sayed

Justice George Arestis

Justice Fritz Brand

Order

1. The Defendant is to pay the Claimant the sum of QAR 21,889.19 within 7 days of the date of this judgment.
2. The Claimant is entitled to all reasonable costs incurred by it in pursuing this claim, the quantum of such costs to be assessed by the Registrar if not agreed.

Judgment

1. The Claimant, Al Hattab Security Services, is an entity incorporated in the State of Qatar that conducts business in the provision of security guards. The Defendant, Flank Technologies LLC, is a company incorporated and licenced in the Qatar Financial Centre ('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 Court's Regulations and Procedural Rules.
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. 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. This will ensure that the objective of the Practice Direction – to deal with Small Claims quickly and efficiently – is met. The Court has taken this approach in a number of recent cases, including *Aegis Services LLC v Diamond Worldwide Trading Contracting & Services WLL* [2023] QIC (F) 23 and *Hadi Jaloul v Experts Credit Solutions Consultancy LLC* [2023] QIC (F) 32. Accordingly, we have decided to determine the case on the basis of the written material before us and without hearing oral evidence or argument. We are satisfied that the Defendant has been duly notified about the claim and served with the relevant material before us on 14 February 2024.
3. In accordance with the allegations in the Claim Form which are uncontroverted, the parties concluded a written contract on 1 October 2022. Pursuant to this contract the

Claimant undertook to provide two security guards to the Defendant at the rate of QAR 3,500 per guard per month for a period of one year from 2 October 2022. Though the contract was intended to endure for a period of one year, it was summarily terminated by the Claimant, due to non-payment by the Defendant, on 5 February 2023.

4. The Claimant alleges, and this is not denied, that on the date of termination of the contract, the Defendant was liable to it in an amount of QAR 21,889,19, representing the agreed charges for two guards: (i) for 29 days between 2 and 31 October 2021; (ii) two full months in December 2022 and January 2023; and (iii) 5 days in February 2023. During the course of February 2023, so Claimant avers, a director of the Defendant admitted liability for the amount outstanding and promised to pay. But, despite this promise and various subsequent demands for payment by the Claimant, the amount claimed remains outstanding.
5. The Defendant entered no appearance to defend the action and on the face of it, it has no answer to the claim. In consequence judgment is awarded to the Claimant in the sum of QAR 21,899,19.
6. In addition, the Claimant also claims compensation for moral damages in the sum of QAR 20,000. We can find no basis for this claim. Accordingly, it stands to be dismissed.
7. Finally, the Claimant also seeks an order for the costs incurred by it in pursuing its claim which should in our view be granted.
8. 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.