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: [2025] QIC (F) 23

IN THE QATAR FINANCIAL CENTRE

CIVIL AND COMMERCIAL COURT

FIRST INSTANCE CIRCUIT

Date: 14 May 2025

CASE NO: CTFIC0005/2025

TEKNOWLEDGE SERVICES AND SOLUTIONS LLC

Claimant

v

FADI SAGHIR

Defendant

JUDGMENT

Before:

Justice Fritz Brand

Order

1. The Defendant is directed:

    i. To comply with the non-compete obligations under clause 12.2 of the employment agreement between the parties (the '**Employment Agreement**') and to refrain from taking a position at PwC in a division competing with the activities of the Claimant until 11 December 2025.

    ii. To comply with the non-solicit obligations under clause 12.3 of the Employment Agreement until 11 December 2025.

    iii. Not to disclose in any way any of the Claimant's proprietary data and information to any person whatsoever, including his present and future employer, under clause 13 of the Employment Agreement.

    iv. To return to the Claimant and not to retain any data and information pertaining to the Claimant's business activities in accordance with clause 11 of the Employment Agreement.

    v. To pay the Claimant's costs incurred in these proceedings to be agreed or determined by the Registrar.

2. It is declared that the costs referred to in paragraph 1(v) will include:

    i. The costs incurred in the first application reserved in terms of paragraph 2 of the first injunction order of 11 December 2024.

    ii. The costs incurred in the second application reserved in terms of paragraph 2 of the second injunction order of 5 January 2025.

    iii. The costs incurred in the commissioning of both the initial Forensic Report and the subsequent Forensic Report 2.

iv. The costs incurred in mobilising the Claimant's internal teams, both prior to and throughout the course of these proceeding, including time dedicated by senior management, legal and compliance personnel, IT specialists and operational staff.

Judgment

Background

1. The Claimant is Teknowledge Services and Solutions LLC, formerly known as Elev8 Education LLC, a company incorporated and licenced to do business in the Qatar Financial Centre (the '**QFC**') since 19 December 2023. The Defendant, Mr Fadi Saghir, is a Syrian national who resides and works in the State of Qatar.

2. The dispute has its origin in an employment agreement between the parties dated 14 June 2022 (the '**Employment Agreement**'). Accordingly, this Court has jurisdiction to determine the dispute by virtue of article 9.1.3 of its Regulations and Procedural Rules (the '**Rules**') in that it is a civil and commercial dispute arising from a contract between an entity established in the QFC and a former employee.

3. The Claimant is part of an international organisation that started its operations in Qatar at the beginning of 2021. Its main activity consists of operating a training centre that provides training and continuing education on various digital, cyber and technology products to business entities and government institutions.

4. In terms of the Employment Agreement, the Defendant was initially employed by the Claimant as its business development director. On 10 July 2023 he became a director of the Claimant, and on 13 October 2023 he was promoted to Country Manager.

5. In the main, the Claimant seeks an injunction against the Defendant to prevent him from acting in breach of the non-compete, non-solicitation and protection of confidential information provisions of the Employment Agreement.

Procedural history

6. The procedural history of the matter started on 8 December 2024 when the Claimant as Applicant brought an application against the Defendant as the Respondent, ex parte, for a provisional injunction pending the institution of an action for the permanent injunction sought in these proceedings. In the result, the provisional injunction sought was granted on 11 December 2024 subject to a return day for reconsideration on 17 December 2024, after proper service of the application and all supporting documents on the Defendant/Respondent. Reasons for that order were handed down in a judgment dated 22 December 2024 ([2024] QIC (F) 58).

7. At the request of the Defendant/Respondent, the return day of the provisional order was extended to 30 December 2024. After considering the facts and legal arguments relied upon by both parties at that hearing, the provisional injunction was extended by an order dated 5 January 2025 pending the outcome of an action to be instituted by the Claimant for a final injunction. Reasons for that order were handed down in a judgment dated 13 January 2025 ([2025] QIC (F) 3).

8. The action for a final injunction, contemplated in the order, which was duly instituted by the Claimant on 13 January 2025, eventually culminated in an in-person trial on 4 May 2025. This judgment follows that hearing. At the hearing the Claimant was represented by Ms Chadia El Meouchi and Ms Carine Farran, of Badri and Salim El Meouchi LLP, while the Defendant was represented by Ms Aurore Deeb of D&C Legal Services LLC.

The trial

9. On behalf of the Claimant, three witnesses were called. They were (i) Mr Eric Schifflers, the Claimant's Group Chief Information Security Officer, who was called in his capacity as an IT expert to testify, remotely from Spain, with reference to two Forensic Reports prepared by him and the Claimant's IT team; (ii) Ms Joanna Christodoulou, the Head of the Claimant's legal department; and (iii) Ms Manal Fakher El Dine, the Claimant's Sales and Customer manager.

10. The only other witness, who was compelled to appear following a witness summons issued by me at the behest of the Claimant, was Ms Jouhaina Sarieddine, who is employed by PwC. No witness was called on behalf of the Defendant.

Injunctions

11. From a procedural perspective, the requirements for a final injunction which the Claimant now has to meet differ from the requirements for an interim injunction which were found to have been satisfied in the two preceding applications. As explained in the reasons for the two orders granted pursuant to those applications (see [2024] QIC (F) 58 and [2025] QIC (F) 3), the criteria for an interim injunction are that: (i) the Applicant has to establish a prima facie right to the relief sought in the main action; (ii) the balance of convenience favoured the Applicant in the sense that the prejudice it would suffer if the interim relief sought was wrongly refused outweighed the prejudice caused to the Respondent if the order eventually proved to have been wrongly granted; and (iii) the Applicant was likely to suffer irreparable harm if the interim injunction were to be refused (see e.g. *Aegis Services LLC v EMobility Certification Services and others* [2023] QIC (F) 33; *Thales QFZ LLC v Abjaber Engineering WLL and Another* [2024] QIC (F) 53).

12. As far as I know, the requirements for a final injunction have not been authoritatively formulated in this jurisdiction. But in other jurisdictions the time-honoured requirements which an Applicant for a final injunction has to establish on a balance of probabilities, are: (i) a clear right; (i) an infringement of that right or a reasonable and well-grounded apprehension of such infringement; and (iii) that such infringement will cause the Applicant irreparable harm for which the Applicant has no alternative remedy, for instance, in the form of a damages claim.

13. The clear rights relied upon by the Claimant, mirrored by the clear obligations on the part of Defendant, flow from the clauses 11, 12 and 13 of the provisions of the Employment Agreement between the parties which are in the following terms:

11 EMPLOYER’S PROPERTY

11.1. The Employer will provide work tools and equipment to the Employee to be used in relation to the carrying out of the Employee's duties and in accordance with the directions and rules set by the

Employer.

11.2. All plans, price lists and or contact lists of clients, correspondence, papers, memoranda, notes, records, training videos, tapes or details of business methods/know-how or training material, marketing strategy or the identity or requirements or terms of dealing of its suppliers or clients and all copies of the foregoing (including in electronic or magnetic media or other forms of computer storage), computers, laptops, phones or anything whatsoever which come into the possession of the Employee and which relate to the performance of the Employee's duties and service hereunder or to the business of the Employer will, at all times, remain the property of the Employer; and the Employee undertakes to use the same in the proper performance of the Employee's duties for the benefit of the Employer.

11.3. At the request of the Employer and at the Employee's cost, during or after the termination of the employment, the Employee shall return to the Employer all property of the Employer which is/are in the Employee's possession or control and will not retain any copies, notes or extracts. If required, the Employee will sign an undertaking confirming compliance with this Clause and the Employer may withhold any sums then owing and/or due to the Employee until the Employee has provided such undertaking.

11.4. The Employee will, on request of the Employer, during or after the termination of the Employment Term provide access (including passwords and codes) to any computer or other equipment provided

by the Employer in the Employee's possession or control which contains information relating to the Employer or its business. The Employee agrees to permit the Employer to inspect, copy or remove any such information.

12. *RESTRICTIONS AFTER THE END OF EMPLOYMENT*

12.1. In consideration for the payments and other benefits due to the Employee under this Agreement, the Employee agrees to adhere to, and comply with, the restrictions specified in this Clause to protect

the legitimate interests of the Employer.

12.2. The Employee hereby agrees with and undertakes to the Employer that the Employee will not, directly or indirectly, either alone or in collaboration with any other person, at any time during the

twelve (12) months that will follow the termination or expiration of this Agreement (the "Restricted Period") and within a 15km radius from the location of the offices of the Employer and without the prior consent of the Employer:

a) carry on or be engaged with, by, or in, any competing business and/ or client business; or *b) acquire a substantial or controlling interest in any competing business and/ or client business…*

12.3. The Employee further agrees and undertakes with the Employer that he will not, directly or indirectly, either alone or in collaboration with other persons, at any time during the Restricted Period:

a) approach or solicitor or endeavour to entice any employee to leave the employment of the Employer…

b) employ or offer to employ any employee of the Employer in any business that competes with the Employer's business.

c) solicit, interfere with, entice away from the Employer the custom of any client of the Employer nor attempt to discourage any client or contractor from dealing with the Employer.

12.4. In the event that any of the restrictions in this Clause will be held to be void but would be valid if part of the wording were deleted or amended such restriction will apply with such deletion or amendments as may.

13. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

13.1. The Employee will not (except in the proper performance of the Employee's duties or as authorised by the Employer or as required by applicable law) at any time divulge or disclose to any person or otherwise make use of:

a) any information concerning the Employer or its affiliates, their business, trade secrets, transactions or affairs, as well as those of their suppliers, customers or other clients which may come to the Employee's knowledge in the course of this employment, and

b) all information whether commercial, financial, technical or otherwise including, but not limited to, all secret and confidential information of the Employer or its affiliates in relation to their operation and finances, together with records, in whatever form and all diagrams, drawings, samples, analyses, compilations, data, studies, financial statements and financial calculations and/or other documents prepared by the Employer and/or its affiliates and disclosed to the Employee,

c) all information disclosed by the Employer to the Employee and marked as "confidential",

and

d) any information disclosed by the Employer to the Employee that should have been reasonably understood by the Employee to be confidential (all items of Clauses 13.1(a) to (c) shall be collectively referred to as "Confidential Information").

13.2. The Employee undertakes to use best endeavours to prevent the unauthorized publication or disclosure of Confidential Information. This also includes social media or any other medium.

13.3. Notwithstanding any provisions in this Agreement to the contrary, the Employee's confidentiality obligation shall continue after the termination of the Agreement without limit in point of time, but

shall only cease to apply to information that has come into the public domain without a breach of confidentiality obligations".

14. On the face of it, the contractual rights relied upon by the Claimant are supported by these provisions of the Employment Agreement. But the Defendant's contention is that he is entitled to avoid the non-compete part of clause 12.2 of the Employment Agreement on the ground that it is offensive to article 20 of the QFC Employment Regulations 2020 as amended (the '**Employment Regulations**'). With regard to the other contractual provisions relied upon by the Claimant, the Defendant accepted, at least by implication, that he was bound by them. His defence to the Claimant's reliance on these provisions was aimed instead at showing that he did not act in breach of them and that the Claimant's apprehension that he may do so in future, was unfounded. I shall revert to these defences when dealing with the facts.

15. But first the defence is based on article 20 of the Employment Regulations which provides in relevant part:

20. *Any provision in an employee's employment contract that provides that the Employee may not work on any similar projects or for a company which is in competition with the Employer must be reasonable, must not constitute an unreasonable restraint on trade, and must be appropriate to the circumstances of the Employee's employment with the Employer*.

16. For his argument based on article 20 of the Employment Regulations, the Defendant sought to find support in the dicta of the Appellate Division in *Chedid & Associates Qatar LLC v Said Bou Ayash* [2015] QIC (A) 2 at paragraphs 31-32, which were relied upon in several later decisions of this Court. These dicta read:

Next, we consider Mr Kennel's submission [on behalf of the Defendant Employee in that case], accepted by the Court below and repeated before us that there was no justification for paragraph 1 of Section 5.2 which prohibited the Defendant from entering into a contract of employment with a competitor of the Claimant. Mr Kennel accepted that it was reasonable for the Claimant to impose a restraint on the Defendant soliciting business from clients of the Claimant with a restraint imposed by Section 5.2.7. He submitted however that *the Claimant has no legitimate interest in prohibiting the Defendant from working for a competitor. So to do that was an unreasonable restraint of trade. In our view this issue lies at the heart of the dispute between the parties. In resolving it, it is necessary to way the interest of the general public and of the Defendant himself against the interests of the Claimant. Qatar is a small country, with almost all business activity concentrated in Doha. Qatar has always welcomed foreign nationals willing to provide services that may otherwise be unavailable or in short supply. It is in the public interest that a foreigner who has taken up employment with one employer should be free to continue to provide his services by taking up employment with an alternative employer should his initial employment come to an end. It is of course even more in the interest of the employee himself that he should be free to do so.*

17. However, as indicated by the wording of article 20 of the Employment Regulations itself, it requires a value judgment as to whether the non-compete provisions in a particular Employment Agreement are reasonable in the sense that it is "*appropriate to the circumstances*" of that particular employee. In short, the reasonableness or otherwise of a non-compete clause will depend on the facts and circumstances of the employee in that case. Judgments in earlier cases are considered for their underlying principles. Accordingly, little, if any, purpose is served by a detailed analysis and comparison of the facts in different case which are, in any event, very rarely indistinguishable.

18. At the risk of stating the obvious, article 20 of the Employment Regulations does not provide, and the Appellate Division did not say in *Chedid*, that a non-compete provision in an Employment Agreement will as a matter of course be regarded as unreasonable and thus unenforceable in the QFC. In this light, Ms El Meouchi for the Claimant posed the rhetorical question in argument: "*If clause 12 is not upheld in this case, when would it be?*". This is rarely a good argument since it is almost always possible to think of an *a fortiori* case. But in so far as the argument is aimed at suggesting that the facts and circumstances of this case strongly favour the reasonableness of the restraint, I agree.

19. My reasons for saying that include the following:

    i. Clause 12 of the Employment Agreement does not preclude the Defendant from working for a competitor of the Claimant. It only restrains him from getting involved in competing activities where his intimate knowledge of the

Claimant's business is likely to harm that business and at the same time afford the competitor an unfair advantage.

ii. The Defendant was a director of the Claimant and its Country Manager. As such he was entrusted with the Claimant's marketing and pricing strategies; he knew the intimate details of the Claimant's relationship with every one of its clients; and he had insight into the business needs of those clients. In practical terms and in short, it will the easiest thing for him to approach those clients with better prices and benefits than those offered by the Claimant.

20. I can find no reason to find that the time limit of 12 months or the area limit of 15 km should be regarded as unreasonable. The 12 months limit accords, inter alia, with the period contemplated in article 43 of the State of Qatar's Labour Law (No. 14 of 2004) and the 15km is substantially more limited than "*the whole of Qatar*" which is the area specified in the restraint contained in the Defendant's employment agreement with his new employer, PwC. Moreover, on the facts of this case it will make no difference if the area is "*trimmed down*" to say 5km, because PwC's place of business will still fall within that radius.

21. This brings me to the second requirement for a permanent injunction which raises the question as to whether the Claimant has established an infringement of these rights by the Claimant and/or a reasonable apprehension that he will (again) do so in future. The answer to the question depends on the facts. In this regard, the picture painted by the Claimant's witnesses can in broad outline be described as follows:

i. During September 2024, Ms Fakher El Dine was contacted by Ms Diana Hammoudeh, a Senior Manager of the PwC Academy, regarding a vacancy for a Business Development Manager for the PwC Academy. On 17 September 2024 she told the Defendant, who was her line manager, about the offer.

ii. On 20 September 2024, she had an interview with Ms Jouhaina Sarieddine of the PwC Academy during which they discussed her role with the Claimant's company and professional skills and qualifications. Ms

Sarieddine asked her whether she had direct connections and contact with the clients in Qatar and she told her that she did not. Ms Sarieddine then asked her to whom she reported to which she replied that she reported to the Defendant. Ms Sarieddine inquired further about the qualifications of the Defendant and whether he had direct relations with the clients and she confirmed that this was the case. At the end of the interview, Ms Sarieddine informed her that they would not move forward with her application due to her lack of direct contact with clients in Qatar given that PwC was looking to employ someone with more experience and higher connections with the market and clients for business development purposes. Ms Sarieddine suggested that she ask the Defendant if he was interested in the position and that, if so, he should apply for it. The conversation ended by Ms Sarieddine telling her that they were impressed by her skills as a project manager and said that they would retain her file for future reference.

iii. On the same day, following Ms Fakher El Dine's interview with Ms Sarieddine, the Defendant called her to follow up on the interview and asked how it went. She informed him that PwC was looking for someone with client relations. She also told the Defendant that Ms Sarieddine, had suggested that he applies for the position himself which he must have done shortly thereafter. She knew that he had done so because he told her on 6 October 2024 that he that he had applied to PwC for the position for which they had previously contacted her.

iv. On 30 October 2024 the Defendant received a formal job offer from PwC.

v. Nine days before that, on 20 and 21 October 2024, the Defendant downloaded thousands of confidential and sensitive documents of the Claimant onto his company laptop in direct transgression of the Claimant's Acceptable Use Policy.

vi. From 4 to 7 November 2024, the Defendant participated in a highly sensitive strategy meeting in Dubai, attended by the Claimant's most senior executives internationally where highly strategic and confidential information was discussed, including the business strategy and go-to-market strategy for the next three years for the Claimant.

vii. On 10 November 2024 the Defendant again downloaded the Claimant's confidential information onto his laptop. He then transferred this information onto his person hard drive which constituted a further serious transgression of the Claimants Acceptable Use Policy, of which the Defendant was well aware. The incident is reflected as follows in the Forensic Report prepared by the Claimant's IT team:

> *The investigation identified a subsequent and notable increase in data download activity following the initial incident* [that is on 20 and 21 October 2024]. *The second incident was detected as specifically targeting the SharePoint repository… This repository hosted documentation pertaining to an ongoing client project of the Company. The compromised materials included sensitive and confidential information of the Company such as client contracts, proprietary business strategies, financial data, proposals, pricing material etc. Specifically:*
>
> *• 1,289 files from Project Initiation*
>
> *• 973 files from Project Execution.*
>
> *• 58 files from Archive.*
>
> *• 52 files from Project Sales Documents.*
>
> *Additionally, a significant large file of 14GB was identified as having been copied to an external drive. This large file ... contained internal and external communications (including client and vendor information, attachments such as documents, client contracts, presentation, sensitive reports or data files, proposals and submissions to RFP's, information of other Company's employees, sensitive commercial and financial information), calendar events and agendas. The analysis revealed that the file had been transferred to an external removable media, with the following characteristics: ...*

viii. One day later, that is on 11 November 2025, the Defendant resigned from the Claimant's employment with effect from 11 December 2024.

ix. On 13 November 2024, the Claimant's IT department identified the unauthorised and highly suspicious activity by the Defendant which occurred on 20-21 October 2024 and 10 November 2024.

x. On 14 November 2024, the Defendant was confronted, among others, by Ms Christodoulou with his conduct and asked to return the company laptop for investigation, immediately and untouched. After the meeting, the Defendant signed a formal undertaking that any information obtained by him during his employment will be returned to the company.

xi. On 17 November 2024, the Defendant handed the company laptop to the QFC Employment Standards Office instead. After he had done so, the Claimant's IT team detected extensive file deletions from the laptop, including the downloads on 10 November 2024.

xii. Despite his formal undertaking to hand over all confidential information collected by him, the Defendant never handed the external hard drive to the Claimant and never told its representatives about it. This was only handed to the Claimant in compliance with a Court order on 12 December 2024. When returned, it was established that most of the company information that had been downloaded onto the hard drive earlier, had been deleted.

xiii. On 12 December 2024 there were communications between the Defendant and Ms Fakher El Dine which she describes as follows in her witness statement:

> *At 11:46 a.m., the Defendant sent me another voice note which, although it was deleted by the Defendant quickly thereafter, I was able to save by forwarding it to my manager at the Claimant as per the recommendations received from management when I was advised not to communicate with the Defendant. In his voice note, the Defendant asked that we meet stating that he needed my help with an important issue and that there was news for me.*
>
> *There was no further information from the Defendant about what exactly was the issue he needed help with or the news he had for me and although I was intrigued, I preferred not to respond.*
>
> *- At 12:27 p.m., the Defendant sent a further message asking if he could call me after 5 p.m.… (I did not respond and did not receive a call*
>
> *from the Defendant that day nor another day).*
>
> *- At 2:12 p.m., I received a call, not from the Defendant, but from a certain Ms. Natasha from PwC …who contacted me regarding a new*

vacancy for the position of Project Manager at PwC. I declined the offer as I was comfortable with my position at the Claimant.

22. As I see it, this evidence presented on behalf of the Claimant justifies the inference that the Defendant acted in breach of his non-disclosure and non-solicitation provisions in the Employment Agreement between the parties as amplified by the Claimant's personnel regulations of which the Defendant was well aware.

23. As indicated by way of introduction, no evidence was presented on behalf of the Defendant at trial. When his legal representative was asked in argument why this is so, the answer was that she thought that the explanations in his Statement of Defence and skeleton argument would suffice. But this answer is clearly unsustainable. It should be patently obvious that allegations on paper drafted by lawyers can never be a substitute for oral evidence which would obviously be subject to scrutiny through cross examination.

24. And it is clear that the excuses for the Defendant's conduct given in his Statement of Defence and his skeleton argument could never stand up to scrutiny. So, for instance, his excuse that the files were automatically downloaded onto his laptop through a process of synchronization is in direct conflict with the evidence of Mr Schifflers So is his excuse that he downloaded this information on his external hard drive because this was routinely done by him. The explanation that he did not think it necessary to hand over the external hard drive because it was his private property is an equally feeble excuse.

25. It is true, as was pointed out on behalf of the Defendant in argument, that there is no direct evidence of solicitation by him. But in my view the evidence of Ms Fakher El Dine, considered in its totally, shows a clear and deliberate attempt by the Defendant to solicit an employee of the Claimant in direct breach of the non-solicitation provisions of the Employment Agreement.

26. With regard to the non-competition provisions, the Defendant's answer in his Statement of Defence and his skeleton argument is that PwC is not a competitor of the Claimant. While the Claimant is a specialised provider of digital skills training, so the Defendant said, PwC is a global consulting and professional entity. Moreover, so the Defendant

alleged, his role at PwC involves assurance and human resources consultancy services which areas do not overlap with the Claimant's business activities in any way.

27. The evidence shows however that, (i) while PwC is primarily a firm of professional auditors, it offers services through its Academy that overlaps with the Claimant's offerings to a significant extent; (ii) that although the Defendant was ostensibly appointed in the assurance division of PwC, it was confirmed by Ms Sarieddine that the Academy forms part of that division; and (iii) that the Defendant's role with PwC is precisely focused at the Academy. In these circumstances, the assurances by the Defendant and Ms Sarieddine that he will not get involved in areas of overlap with the business of the Claimant will understandably be of cold comfort to the latter.

28. In all these circumstances I find that the Claimant has satisfied the second requirement for a final injunction by showing that the Defendant acted in breach of the provisions of the Employment Agreement and a reasonable apprehension that he will do so again.

29. With regard to the requirement of irreparable harm, clause 12.5 of the Employment Agreement provide in express terms that:

> *It is hereby understood and agreed by the Parties that damages will be an inadequate remedy in the event of a breach by the Employee of any of the restrictions contained in this Clause and that any such breach by the Employee or on the Employee's behalf will cause the Employer great and irreparable injury and damage. Accordingly, the Employee agrees that the Employer will be entitled, without waiving any additional rights or remedies otherwise available to it at law or in equity or by statute, to injunctive and other equitable relief in the event of a breach, by the Employee, of any of the restrictions contained in this Clause.*

30. In any event, it is self-evident in my view that, while the potential for harm and injury resulting from the Defendant's breaches are obvious, it is equally clear that the Claimant will not be able to prove or quantify any patrimonial damages. Ironically, it was argued on behalf of the Defendant that there is no evidence that the Defendant communicated the Claimant's confidential information on his external hard to third parties or that he approached the Claimant's customers. But that is precisely the point. The Claimant would hardly ever be able to provide direct evidence of such conduct.

31. Accordingly, I find that the Claimant is entitled to the final injunction sought and that the interim injunctions granted earlier, were justified. In argument it was suggested on behalf of the Defendant that, if a final injunction were to be granted, it should specify the activities in which he may not engage and the customers he is not allowed to solicit in detail. But I am persuaded by the counter argument on behalf of the Claimant that it is impossible to legislate against all potential future transgressions of the Employment Agreement and that the Claimant is entitled to an injunction which will ensure compliance of the Employment Agreement which I have found not to be unreasonable.

Damages

32. Apart from the injunction, the Claimant also seeks an award of punitive damages in an amount of QAR 1,110,000. The basis relied upon for such damages is that the conduct of the Defendant constituted criminal offences under the laws of Qatar. In fact, the amounts claimed represent the maximum penalties imposed for these offences by Qatari criminal legislation.

33. It was fairly conceded on behalf of the Claimant in argument that there is no precedent for an award of this kind in this jurisdiction. Reliance was however placed on article 10.3 of the Rules which bestows authority on this Court to make such orders as would ensure appropriate and just relief. Coupled herewith, reliance was placed on the sentiment expressed in another jurisdiction that orders of punitive damages will serve the purpose of deterring others from committing these criminal offences.

34. I do not think it appropriate for me to decide that this Court will never award punitive damages. But I think it is fair to say that the civil courts generally award damages to compensate, not to punish. That function is preserved for the province of the criminal courts. If a litigant therefore aims to ensure deterrence through punishment, its remedy is to set the criminal procedure in motion by laying a charge with the competent authorities.

35. The Claimant also sought an award for moral damages. By contrast with punitive damages, there is clear authority for the award of moral damages in principle. So it was held in *Khadija Al Marhoun v Ooredoo Group Company LLC* [2023] QIC (A) 5 paragraph 62 that "*We agree that there are cases where moral damages should be*

awarded for injury to the feelings of a Claimant which goes beyond compensatory loss".

36. Since the Claimant is a company, it of course has no feelings that can be hurt. But it has a reputation, and I accept that in principle moral damages can also be awarded for reputational harm. There is no evidence however that the Defendant's conduct has caused the Claimant's reputation to suffer in any way. As explained by the Appellate Division of this Court, an award for moral damages will always be the exception rather than the rule, and I do not believe that this is one of those exceptional cases.

37. Finally, the Claimant also claims compensation for the costs of commissioning the Forensic Reports and the hours spent by its own personnel in preparation of the case. I believe however that these costs can be recovered under the rubric of legal expenses and the quantum thereof determined by the Registrar if not agreed between the parties.

By the Court,

[signed]

Justice Fritz Brand

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

Representation

The Claimant was represented by Ms Chadia El Meouchi and Ms Carine Farran of Badri and Salim El Meouchi Law Firm LLP (Doha, Qatar).

The Defendant was represented by Ms Aurore Deeb of D&C Legal Services LLC (Doha, Qatar).