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 (A) 8

IN THE QATAR FINANCIAL CENTRE

CIVIL AND COMMERCIAL COURT

APPELLATE DIVISION

[On appeal from [2024] QIC (F) 59]

Date: 1 June 2025

CASE NO: CTFIC0028/2025

SAMI MAHGOUB MOHAMMED MOUSTAFA

Claimant/Applicant

v

SHARQ INSURANCE LLC

Defendant/Respondent

JUDGMENT

Before:

Lord Thomas of Cwmgiedd, President

Justice Her Honour Frances Kirkham CBE

Justice Dr Muna Al-Marzouqi

Order

1. Permission to appeal is refused.

2. The Respondent's application for an order that the Applicant provide security for costs is refused.

3. The Applicant is to pay the costs incurred by the Respondent, to be assessed by the Registrar if not agreed.

Judgment

1. The Applicant, Mr Moustafa, by application notice dated 18 January 2025, seeks permission to appeal against part of the judgment of the First Instance Circuit (Justices George Arestis, Fritz Brand, and Dr Yongjian Zhang) given on 24 December 2024. Mr Moustafa contends that the First Instance Court was wrong in dismissing his claim for unpaid remuneration and damages for alleged breach of his contract of employment ('**Contract**') by the Respondent, Sharq Insurance LLC ('**Sharq**'), to this application. We received a response from Sharq and a reply from Mr Moustafa.

Background

2. In 2012, Mr Moustafa commended employment as a legal assistant at Sharq, an insurance company, on terms set out in a written Contract completed on 5 July 2012. The Contract set out the duties to be performed by Mr Moustafa. The Contract also provided that Mr Moustafa was to perform "*any other work assigned by Executive Management and HOD from time to time.*"

3. On 7 January 2016, Mr Moustafa was sent an email requesting that he undertake the role of Sharq's Deputy Money Laundering Reporting Officer ('**MLRO**'). It was stated in the said email that Mr Moustafa "…*would be required to fulfil any of these related duties in the absence of Bhaskar (MLRO), as it is primarily his responsibility in his QFCRA control function*." The latter was, at the time and until June 2023, Sharq's MLRO.

4. In November 2022, Mr Moustafa told Sharq that he intended to resign. He did so on 7 January 2023. He was paid QAR 129,905.89 as an end-of-service payment. On 16 January 2023, an end-of-service settlement agreement was signed. It provided that "*I*

hereby agree to the above calculated amount towards the full and final settlement of my End of Service dues."

5. In 2024, Mr Moustafa began proceedings against Sharq advancing four claims; (i) QAR 405,000 as remuneration for additional work as Deputy MLRO from 7 January 2016 to 11 January 2023, (ii) QAR 12,011.24 (USD 3,291.53) in respect of travel tickets, (iii) QAR 150,000 for "*moral compensation and incentive*", and (iv) a detailed service certificate in relation to his work as Deputy MLRO.

6. Sharq admitted claim (ii) but denied the rest of Mr Moustafa's claims. Sharq accepted that Mr Moustafa acted as Deputy MLRO for 142 days between January 2016 and January 2023 when the MLRO was on leave from Sharq. It said his additional work was not extensive. In his application for summary judgement made in the autumn of 2024, Mr Moustafa did not accept that the additional duties were only minor and claimed that the work he did justified the claim for QAR 405,000.

7. The First Instance Circuit gave judgment in favour of Mr Moustafa for QAR 12,011.24 (the sum which Sharq admitted), ordering Sharq to pay Mr Moustafa's costs of pursuing that claim. The Court dismissed his other claims (claims (i), (iii), and (iv)) on the basis that he had entered into a settlement agreement and thereby waived his rights in respect of his other claims. It noted in its judgment that Mr Moustafa made no argument that cast any doubt on the validity of the settlement agreement.

8. The First Instance Circuit ordered Mr Moustafa to pay Sharq's costs incurred in opposing those claims.

Application for permission

9. In his application for permission to appeal under article 35 of the Court's Regulations and Procedural Rules ('**Rules**'), Mr Moustafa set out numerous grounds for his appeal. These can be summarised under four headings:

    i. The Court failed to consider whether the agreement was validly and freely entered into, and that he had signed it under duress and psychological pressure.

    ii. As Sharq had admitted the claim for the tickets, the settlement agreement was no longer binding and did not prevent his claim.

iii. The Court was wrong in focusing on the settlement agreement. It did not explain why the evidence he had adduced in respect of the work done as Deputy MLRO was not accepted, and that he had adduced sufficient evidence.

iv. The Court was wrong in finding that his claim was prejudiced by delay.

10. In the recent decisions in *The Chancellor, Masters and Scholars of the University of Cambridge* [2025] (QIC) (A) 6 and *Zia Ur Rehman v Forvis Mazars LLC* [2025] QIC (A) 7, the Court explained its procedure when an appeal was lodged. It made clear it carefully considers and scrutinizes the grounds of appeal against a wide range of factors in reaching a determination whether an appeal has merit, so that it should proceed further.

11. We have concluded that permission under article 35 of the Rules should be refused as the appeal has no merit and should not proceed further for the reasons we set out in paragraphs 12 and following.

12. Sharq made an application that Mr Moustafa provide security for the costs that it would incur in the appeal. We did not order security as we do not consider that a person who seeks to bring an appeal before the Appellate Division should be required to provide security, save in very rare circumstances. The procedure under which this Court conducts a review of the application for permission to appeal generally provides a sufficient safeguard.

<u>Ground (1): The validity of the settlement agreement</u>

13. In his first ground of appeal, Mr Moustafa's case was that he was "*under psychological pressure*" to sign the settlement agreement, and that the Court failed to take into account the "*workplace power imbalance*" and that "*power dynamics were at play*"; He submits:

> *…my consent to the settlement was obtained under psychologic pressure and that I was coerced into signing the agreement. This fact was clearly stated in my pleadings and during the hearing, but the court wrongfully stated that I did not dispute the settlement agreement, ignoring critical documents.*

14. He argued that the First Instance Circuit failed to consider whether the agreement was validly and freely entered into, whether the waiver was truly knowing, voluntary, and informed. The Court, he submitted, should protect employees from exploitation.

15. This ground of appeal is without merit. Mr Moustafa was seeking on the appeal to advance a defence which he did not put before the First Instance Circuit. Furthermore, he did not put forward any evidence to us in support of that contention either in his grounds of appeal or in reply to the response made by Sharq.

16. He did not contend before the First Instance Circuit or in his grounds of appeal that the settlement agreement did not cover the dispute as to additional remuneration, though in his response, he did advance such a contention. In our view, the wording was clear and covered the claims. Settlement agreements such as this are common when a contract of employment comes to an end. They bring certainty and are intended to avoid further disputes. However, as the Appellate Division made clear in In *Waqar Zaman v Meinhardt BIM Studios LLC and another* [2024] QIC (A) 12 at paragraphs 28-35 (a case also concerning waiver of rights), a settlement agreement must be clear and unequivocal if it is to be effective in depriving an employee of his rights.

<u>Ground (2): Did the payment of the QAR 12,011.24 in respect of travel tickets affect the validity of the settlement agreement?</u>

17. Mr Moustafa contended that the settlement agreement could not prevent his claim for additional remuneration and damages, as Sharq had admitted and paid his claim for the tickets.

18. The fact that Sharq paid for his return ticket provides no reason why the settlement agreement is not binding on the other claims:

    i. The amount claimed was the cost of the return of his family to Sudan as part of his end-of-service rights under article 4(2)(a) and (b) of his Contract.

    ii. When Sharq paid his end-of-service gratuity after his resignation in November 2022, it did not pay anything for return tickets, as it was thought he would remain in Qatar and not return to Sudan.

    iii. When Sharq found out from these proceedings that he had not remained in Qatar but returned to Sudan, it accepted that he should be paid for the return ticket as it was plainly due under the terms of the agreement. By agreeing to pay this, Sharq was not agreeing not to be bound by the settlement agreement for his claim, or somehow waived that agreement. Its decision to pay when it learnt of his entitlement cannot be held against it.

Ground (3): Mr Moustafa's claim for additional remuneration

19. Even if the settlement agreement did not preclude the claim for additional remuneration, the claim had no prospects of success as it was unsupported by any admissible evidence either before the First Instance Circuit or this Court.

20. Mr Moustafa submitted that the Court refused to take into account evidence he wanted to adduce. However, that evidence was put forward by Mr Moustafa in such circumstances and in disregard of the procedural rules and directions that the First Instance Circuit rightly refused to admit. Nothing was put before this Court that changed that position. He may have done some additional work, but that fell well within what he was under a duty to do under his Contract.

Ground (4): Delay in bringing the claim

21. His delay in bringing the claim was not relevant. We accept that there was no time bar to bringing the claim as the time limit is 6 years; the one-year period applicable outside the QFC does not apply to the QFC (see in *Waqar Zaman v Meinhardt BIM Studios LLC and another* [2024] QIC (A) 12 at paragraphs 20-24).

Conclusion

22. We are therefore satisfied that the First Instance Circuit was entitled, on the materials before it, to reach the conclusion it did reach. The appeal has no merit, and permission is refused.

By the Court,

[signed]

Lord Thomas of Cwmgiedd, President

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

<u>Representation</u>

The Claimant/Applicant was self-represented.

The Defendant/Respondent was represented by Mr Omid Mousavi of Eversheds Sutherland (International) LLP (Doha, Qatar).