

In the name of His Highness Sheikh Tamim bin Hamad Al Thani,
Emir of the State of Qatar

Neutral Citation: [2025] QIC (F) 44

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

Date: 11 September 2025

CASE NO: CTFIC0027/2025

C

Claimant/Respondent

v

D

Defendant/Applicant

JUDGMENT

Before:

Justice Her Honour Frances Kirkham CBE



Order

1. These proceedings are stayed to enable the parties to refer their dispute to arbitration as required by clause 4 of the Agreement between the parties dated 15 October 2022.
2. The Claimant must pay the Defendant's costs of and relating to the Defendant's application.
3. Permission to the parties to apply.

Judgment

1. The Claimant entered into a contract with the Defendant on 15 October 2022 (the '**Agreement**'). The parties agreed that the Defendant would provide services to the Claimant and his family for the sum of QAR 30,000. It appears that the Claimant paid that sum.
2. The Claimant is legally represented. On 13 July 2025 he issued proceedings in this Court alleging failure by the Defendant to perform and seeking an order that the Defendant refund him the QAR 30,000.
3. The Defendant served its Defence out of time, but the Claimant has not raised any objection. It is not suggested that the Claimant is in any way prejudiced by this.
4. The Defendant denies liability. It relies on clause 4 of the Agreement which contains an express dispute resolution clause stipulating arbitration as the exclusive forum for resolving disputes. The Defendant thus challenges the jurisdiction of this Court to determine the Claimant's substantive claim on the ground that, by the Agreement, the parties agreed that any dispute should be referred to arbitration.
5. The Defendant applied for an order that the Claimant's claim be dismissed in its entirety for lack of jurisdiction in the light of the binding arbitration clause contained in the Agreement. It also asks for an order that the Claimant pay their costs and expenses.
6. Clause 4 of the Agreement provides as follows:

Any dispute or difference arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by QATAR



INTERNATIONAL COURT AND DISPUTE RESOLUTION CENTRE (“QICDRC”) in accordance with QATAR INTERNATIONAL COURT AND DISPUTE RESOLUTION CENTRE (“QICDRC”) rules in force at the time the request for arbitration is submitted, which rules are deemed to be incorporated by reference in this clause. The seat, or legal place, of the arbitration shall be Qatar. The Arbitral Tribunal shall consist of three arbitrators. The language of the arbitration shall be English. The Competent Court of the arbitration shall be the First Instance Circuit of the Civil and Commercial Court of the Qatar Financial Centre and, in the case of enforcement, the Competent Judge shall be the Enforcement Judge of the First Instance Circuit of the Civil and Commercial Court of the Qatar Financial Centre.

7. In his Response to the Defendant’s application, the Claimant accepts that, pursuant to article 8(3)(c) of Qatar Financial Centre Law No. 7 of 2005, this Court has jurisdiction to act as a Competent Court for the purposes of an arbitration: the Defendant is an entity licensed in the Qatar Financial Centre (‘QFC’) and the Claimant is a resident of the State of Qatar. The dispute arises from a contract executed and performed in Qatar. The Claimant goes further: he submits that this Court thus has jurisdiction to determine the merits of his claim, and that there is no credible agreement which excludes this Court’s jurisdiction in that regard.
8. The Claimant submits that, while clause 4 of the Agreement refers to arbitration, it specifically names the QFC Civil and Commercial Court as the Competent Court for the arbitration. That is a clear and unequivocal designation of this Court as the competent forum for both dispute resolution and enforcement. Accordingly, even though the clause contemplates arbitration, the agreement of the parties is that this Court is the competent authority for supervising the process and enforcing any resulting award.
9. The Claimant further submits that the wording of the clause indicates that the parties intended disputes to be resolved under the auspices of the QICDRC, which is the administrative body for this very Court. He further states that this is:

a clear and unequivocal designation of this Court as the competent authority for resolving disputes and enforcing awards. Accordingly, even if the clause were otherwise operable – which is denied – it supports the conclusion that this Court is the correct and agreed forum.

10. [***].



11. The Claimant asks that the Court dismiss the Defendant's application and declare that this Court has jurisdiction over this dispute.

Conclusion

12. This Court is not concerned at this stage with the merits of the parties' dispute. It makes no finding as to whether or not the Defendant has any liability to the Claimant or otherwise as to the merits, if any, of the Claimant's claim.
13. The parties expressly agreed, in clause 4, that any dispute or difference arising out of or in connection with the Agreement should be referred to arbitration. The meaning of clause 4 is clear. It contains the parties' express agreement to refer disputes to arbitration and thus the mutually agreed forum for resolution of their substantive dispute. The parties are bound by that agreement. This Court should give effect to that agreement.
14. The Claimant's submission, that the reference in clause 4 to this Court as the Competent Court has the result that he and the Defendant agreed that this Court is the correct and agreed forum for resolution of this dispute between the parties, is misguided: the parties expressly agreed (i) that their dispute be resolved by arbitration, and (ii) that this Court should "*administer*" that arbitration: in other words, that it would be the Competent Court and have a supervisory role in respect of an arbitration (this interpretation also accords with that of this Court in *D v E* [2025] QIC (F) 38 at paragraphs 26-28). The fact that this Court is the Competent Court for any arbitration between these parties does not mean that this Court has jurisdiction to determine the substantive dispute.
15. [***].
16. The Court concludes that the appropriate approach is for these proceedings to be stayed to enable the parties to refer their dispute to arbitration. The Defendant is entitled to an order to that effect.
17. The Defendant, having substantially succeeded in its application, is entitled to an order that the Claimant pay their reasonable costs and expenses of the application, such costs to be determined by the Registrar if not agreed.



18. The Court also gives the parties permission to apply.

By the Court,



[signed]

Justice Her Honour Frances Kirkham CBE

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

Representation

The Claimant/Respondent was represented by Mr Mohammed Al-Obaidan of Al-Obaidan Law Firm (Doha, Qatar).

The Defendant/Applicant was self-represented.

