



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

Neutral Citation: [2025] QIC (C) 7

**IN THE QATAR FINANCIAL CENTRE
CIVIL AND COMMERCIAL COURT
COSTS ASSESSMENT**

Date: 19 October 2025

CASE NO: CTFIC0059/2024

CLAIRE HOLLOWAY

Claimant/Respondent

v

MBG CORPORATE SERVICES LLC

Defendant/Applicant

JUDGMENT

Before:

Mr Umar Azmeh, Registrar



Order

1. **QAR 30,000** represents the reasonable costs of the Defendant/Applicant in this matter.

Judgment

Introduction

1. On 23 March 2025, the First Instance Circuit (Justice Fritz Brand) awarded the Claimant QAR 6,586 by way of damages in respect of unauthorised deductions from her salary ([2025] QIC (F) 19). However, the Court deviated from its usual rule of awarding the successful party its reasonable costs of the proceedings, instead ordering that the Claimant pays 50% of the Defendant's costs as the Court was of the view that that Claimant's conduct was deserving of "*the censure of this Court*" as the "*tyranny of litigation ... must be strong discouraged*" (paragraph 24).
2. With a comparatively small amount in dispute, it is extremely disappointing that the parties were unable to come to an agreement. A further complication is that the Defendant unilaterally deducted the entirety of 50% their legal fee from the monies paid to the Claimant without waiting for this to be assessed. This conduct is to be deprecated.

Approach to costs assessment

3. Article 34 of the Court's Rules and Procedures reads as follows:

34.1. *The Court shall make such order as it thinks fit in relation to the parties' costs of proceedings.*

34.2. *The unsuccessful party pays the costs of the successful party. However, the Court can make a different order if it considers that the circumstances are appropriate.*

34.3. *In particular, in making any order as to costs, the Court may take account of any reasonable settlement offers made by either party.*

34.4. *Where the Court has incurred the costs of an expert or assessor, or other costs in relation to the proceedings, it may make such order in relation to the payment of those costs as it thinks fit.*

34.5. *In the event that the Court makes an order for the payment by one party to another of costs to be assessed if not agreed, and the parties are unable to reach agreement as to the appropriate assessment, the assessment will be made by the Registrar, subject to review if necessary by the Judge.*



4. In *Hammad Shawabkeh v Daman Health Insurance Qatar LLC* [2017] QIC (C) 1, the Registrar noted that the “... *list of factors which will ordinarily fall to be considered*” to assess whether costs are reasonably incurred and reasonable in amount will be (at paragraph 11 of that judgment):
 - i. Proportionality.
 - ii. The conduct of the parties (both before and during the proceedings).
 - iii. Efforts made to try and resolve the dispute without recourse to litigation.
 - iv. Whether any reasonable settlement offers were made and rejected.
 - v. The extent to which the party seeking to recover costs has been successful.
5. *Hammad Shawabkeh v Daman Health Insurance Qatar LLC* noted as follows in relation to proportionality, again as non-exhaustive factors to consider (at paragraph 12 of that judgment):
 - i. In monetary ... claims, the amount or value involved.
 - ii. The importance of the matter(s) raised to the parties.
 - iii. The complexity of the matters(s).
 - iv. The difficulty or novelty of any particular point(s) raised.
 - v. The time spent on the case.
 - vi. The manner in which the work was undertaken.
 - vii. The appropriate use of resources by the parties including, where appropriate, the use of available information and communications technology.
6. One of the core principles (elucidated at paragraph 10 of *Hammad Shawabkeh v Daman Health Insurance Qatar LLC*) is that “*in order to be reasonable costs must be both reasonably incurred and reasonable in amount.*”
7. The relevant principles from the caselaw are now codified into Practice Direction No. 2 of 2024 (Costs).



Submissions

8. The parties were invited to make proper submissions a number of times but did so piecemeal via email. As a result, in addition to the email correspondence, I have an Engagement Letter (with the terms of business attached) in respect of the Defendant's lawyers, along with an invoice for those legal services, both dated 6 January 2025.
9. The Engagement Letter provides for a total fee of QAR 45,000 in respect of two linked cases, namely that involving the Claimant and the other involving Nabila Kesraoui (both trials taking place remotely on the same day). Judgment was handed down in the latter matter on the same day as in this case ([2025] QIC (F) 18). The Engagement Letter allocated QAR 30,000 for the Claimant's case and QAR 15,000 for the Kesraoui case (paragraph 5.1). The services are noted at paragraph 3.2, and include representation in court, document analysis and legal review, preparation of legal documents, legal research, client consultation, witness statements, liaising with the Court, preparing the bundles, and interacting with the opposing party.
10. Paragraph 4.2 of the Engagement Letter lists some seven lawyers who were to work on the matter.
11. The Claimant's main point in the correspondence (email dated 30 June 2025) was that:

I would like clarification regarding the fees associated with my case. I see that the amount stands at QAR 30,000, whereas Nabila's, which involved similar circumstances, is listed as QAR 15,000. Given the comparable nature of our cases, I am unable to understand the basis for the significant difference in fees.

12. In response, by way of an email dated 1 July 2025, the Defendant replied, inter alia, as follows:

Regarding the fees associated with Claire's case, we would like to point out that her case was filed first, and the fee was negotiated accordingly. Nabila's case, which was filed later, followed similar lines, and we had negotiated a lesser fee with the firm.



Analysis

13. The Defendant has not provided any further breakdown, any time sheets, or any estimate of hours worked with a cap, for example. Therefore, this is a clear situation in which a fixed fee of QAR 30,000 has been agreed in respect of this case. I must assess whether that fixed fee is reasonable.
14. The Claimant claimed over QAR 200,000 under eight separate heads, and the matter was dealt with at a half-day remote trial. The total fee of QAR 30,000 would equate to approximately 30 hours work at an average very low hourly rate of QAR 1,000 (low for the typical form of the sort that was instructed by the Defendant in this case). Even taking the rate as QAR 750, this would equate to 40 hours work. I cannot say that this would be a disproportionate number of hours for a case of this nature which required a half-day trial.
15. The work conducted included:
 - i. Preparation of Statement of Defence and annexes.
 - ii. Witness statement preparation.
 - iii. Skeleton argument.
 - iv. eBundle, chronology and dramatis personae preparation.
 - v. Corresponding with the Court and the Claimant.
 - vi. Advocacy.
16. The matters undertaken by the Defendant's lawyers during the conduct of the case – see paragraphs 9 and 15 – are all entirely reasonable and necessary during litigation. These are proper tasks that a competent lawyer would complete for their client. These are all reasonably incurred.
17. I am of the view, prima facie, that QAR 30,000 is a reasonable sum for the conduct of this case.
18. As for the criteria set down at paragraph 6 of the Practice Direction:
 - i. Proportionality (see below).



- ii. The conduct of the parties: the Court severely criticised the Claimant for her pre-action conduct, and made a rare costs order against her as the successful party.
- iii. Efforts made to try and resolve the dispute without recourse to litigation: the Court clearly found that the Claimant fell very far short of doing so.
- iv. Settlement offers: the Court noted that when the Defendant attempted to settle, *“the Claimant’s immediate reaction was to threatened court proceedings which she carried out the next day”* (paragraph 24).
- v. The Claimant recovered just over 3% of her claim and the Court’s costs order reflected its view as to whether she was the successful party: *“I do not think that it can be said that she was substantially successful...”* (paragraph 24).

19. As to proportionality, QAR 30,000 set alongside the figure in excess of QAR 200,000 sought by the Claimant is clearly proportionate. The case was clearly important to both parties, and the Defendant needed to protect its reputation as an employer in a public forum. It attempted to settle but was rebuffed. The matter was not complex and was not novel, but the notional hours identified that comprise the QAR 30,000 even at a low hourly rate are clearly proportionate for a case of this nature involving witness evidence and a trial. As mentioned, the work undertaken by the Defendant’s lawyers – see paragraph 15 above – are clearly appropriate, as was the scope of services noted in the Engagement Letter (save for legal research but even if some was done the total fee and its notional hours are so low that this is immaterial).

20. As to the QAR 15,000 charged for the Kesaroui case, given what I have said above, my view is that this is an exceptionally low figure for a case at the QFC Court and therefore a comparison with the instant case does not help me as to whether the QAR 30,000 is a reasonable fixed fee.



Conclusion

21. For the reasons given above, my view is that QAR 30,000 was a reasonable fee for the case. However, given that this has already been deducted, this matter has now ended.

By the Court,



[signed]

Mr Umar Azmeh, Registrar

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

Representation

The Claimant was self-represented.

The Defendant was represented by International Law Chambers LLC (Doha, Qatar).

