



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

Neutral Citation: [2025] QIC (F) 63

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

Date: 26 November 2025

CASE NO: CTFIC0051/2025

AZMOT ALI

1st Claimant

&

NURBANU ALI

2nd Claimant

v

GULF INSURANCE GROUP (GULF) B.S.C. (C)

Defendant

JUDGMENT



Before:

Justice Fritz Brand

Order

1. The Claimants' claims are dismissed by reason of prescription/limitation.
2. The Claimants are directed to pay the reasonable costs incurred by the Defendant, to be determined by the Registrar if not agreed.

Judgment

1. The Claimants are cited in their capacities as heirs and dependants of the late Mohammad Amin (the '**Deceased**') who died because of injuries he sustained in a motor vehicle accident that occurred on 8 May 2019 in the Lusail district of Doha in the State of Qatar.
2. The Defendant is a branch of AXA Insurance (Gulf) BSC, a company registered in the Kingdom of Bahrain, licensed by the Qatar Financial Centre (the '**QFC**') Authority to conduct insurance business within the QFC.
3. The claim, under various headings, is for an aggregate amount of QAR 4,000,000, together with interests and costs.
4. According to the Claimants' Particulars of Claim, the cause of action is based on an insurance policy issued by the Defendant in respect of the motor vehicle involved in the accident which caused the Deceased to suffer the fatal injuries. This Court therefore has jurisdiction to determine the present dispute in terms of article 8(3)(c/4) of the QFC Law (Law No. 7 of 2005) (as replicated in article 9.1.1. 4 of the Rules and Procedures of this Court) in that it arises from a contract between an entity established within the QFC and the owner of the motor vehicle who is a resident of the State of Qatar (see also e.g. *Manwara Begum and others v Gulf Insurance Group BSC* [2023] QIC (F) 34).



5. Broadly, the allegations relied upon by the Claimants in support of their case are the following:

- i. The policy relied upon was issued by the Defendant pursuant to provisions of road traffic legislation in the State of Qatar compelling insurance against liability to third parties incurred through the negligent driving of the insured motor vehicle.
- ii. In accordance with this legislation, the policy afforded the injured third party a right of action to claim compensation directly from the insurer, without first seeking redress from the insured, for loss resulting from an accident caused by the negligence of the driver of the insured vehicle.
- iii. The deceased died as a consequence of injuries sustained in an accident involving the vehicle insured by the policy during the period of insurance and the accident was caused by the negligence of the driver of the vehicle, Mukhtar Darwish (the '**Driver**').
- iv. Following the accident, the Driver was prosecuted and convicted in the criminal courts for negligently causing the death of the Deceased and two others, and for causing injury to others.
- v. Appeals by the Driver were unsuccessful, and his conviction was eventually upheld by the Court of Cassation on 3 October 2022.
- vi. The Claimants have suffered financial moral damage as a result of the death of the Deceased who was their sole source of income.

6. The Defendant filed a Statement of Defence in response to the claim. Apart from denying the merits of the claim, it also raised the special plea of prescription/limitation which relies on the contention that the claim lapsed upon the expiry of three years after the conviction of the driver by virtue of article 219 of the Qatari Civil Code (Law No. 22 of 2004), before it was instituted in this Court.



7. According to the translation of article 219 proffered by the Defendant, it provides in relevant terms:

1. *The filing of a claim for damages caused by an unlawful act shall prescribe after a period of three years has elapsed from the date on which the aggrieved party and the liable party became aware of the damage, or after a period of fifteen years has elapsed from the date of the occurrence of the unlawful act, whichever occurs first.*
2. *Where liability for an unlawful act is based on a criminal act, the filing of a claim for damages caused by such criminal act shall not prescribe for as long as the criminal case remains unresolved, even where the time periods set forth in the preceding clause have expired.*

8. Relying on these provisions, the Defendant's case is that the prescription period of three years started to run on 3 October 2022 when the Driver's conviction was finally confirmed by the Court of Cassation, and that accordingly the claim had lapsed at the latest on 4 October 2025. That is, before it was instituted in this Court on 8 October 2025.

9. In their Response, the Claimants' answer to the special plea of prescription is formulated thus:

This plea is contrary to the facts, as it is established to the Honourable Court through the Court's electronic registration system that the Claimants, through their legal counsel, did register the instant claim on the Honourable Court's system on 21/09/2025 CE. It is settled law that actions interrupting the limitation period include a judicial claim. This means that filing a case to claim a right is considered an action that interrupts the limitation period for that right and its ancillaries, and in light of the foregoing statement regarding the filing of the instant claim via the Court's electronic system within the statutory period, it is clear that the Claimants took the necessary steps to interrupt the limitation period stipulated by law. Consequently, the continuation of the claim before the Honourable Court remains founded on a sound legal basis, and the Claimants' rights remain preserved by virtue of these statutory procedures, without lapsing under the three-year limitation period.

10. In considering the opposing contentions regard must in my view be had to the following provisions of article 17 of the Rules of this Court:

17.1 Proceedings are commenced by the issuing of a Claim Form.

17.2. A Claim Form is issued by the Registry on behalf of the Court. A party wishing to issue a Claim Form ("the Claimant") shall complete the Claim Form



and invite the Registry to issue it. The Claim Form is issued on the date with which it is stamped by the Registry...

11. From the Court record it appears that the Claim Form in this case was issued by the Registry on 14 October 2025 evidenced by a Letter of Issue (not 8 October 2025 as pleaded by the Defendant). According to article 17, that is the date on which proceedings commenced. In the light of this clear provision, the Claimants' contention that the action was instituted on an earlier date is in my view untenable. The reference to 21 September 2025 made by the Claimants in their Reply appears to be, according to Court records, a filing that was rejected by the Registry due to being defective. The matter was then refiled.
12. The inevitable result of his conclusion is that, by virtue of article 219 of the Civil Code, the Claimants' claims became extinguished by prescription before they were instituted on 14 October 2025. In the light of this inexorable finding based on facts which are common ground, I believe it will serve no legitimate purpose to refer the matter to trial. To do so would only result in a wasteful exercise of valuable resources. As to costs, I cannot avoid the conclusion that costs should follow the result and that the Defendant is therefore entitled to the costs incurred by it in opposing the claim.

By the Court,



[signed]

Justice Fritz Brand



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

Representation

The Claimants were represented by the Mohsin Al-Haddad Legal Consultants and Arbitration Advocate of Excellence (Doha, Qatar).

The Defendant was represented by the Al-Mahmoud Law Firm (Doha, Qatar).

