



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

Neutral Citation: [2025] QIC (F) 55

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

Date: 6 November 2025

CASE NO: CTFIC0039/2025

H

Claimant

v

I

Defendant

JUDGMENT

Before:

Justice Fritz Brand



This judgment was issued to the parties on 16 October 2025. This copy has been anonymised by the Court for publication.

Order

1. The Defendant is directed forthwith:
 - i. to disclose to the Claimant the outcome of the arbitration proceedings between it and [***] WLL and others (the ‘**Arbitration Proceedings**’); and
 - ii. to pay to the Claimant forthwith an amount equal to 4% of any award in favour of the Defendant in the Arbitration Proceedings, together with interest on the said amount calculated at the rate of 5% per annum from date of the award to date of actual payment.
2. The Defendant is directed to pay the reasonable costs incurred by the Claimant in this claim, the quantum of such costs to be determined by the Registrar if not agreed.

Judgment

1. This is an application for Default Judgment pursuant to article 22 of the Court’s Rules and Procedures (the ‘**Rules**’). The Claimant is a legal practice registered in the Qatar Financial Centre (‘**QFC**’). The Defendant is a company incorporated in Lebanon.
2. According to the Claim Form, the Claimant’s claim arises from an engagement agreement with the Defendant, which was dated 20 May 2024 (the ‘**Engagement Agreement**’), in terms whereof the Claimant undertook to assist and advise the Defendant in Arbitration Proceedings between the Defendant, on the one hand, and [***] and its associated companies, on the other. As compensation for these professional services to be rendered, the Claimant and the Defendant agreed on the following fee structure, set out in Schedule 2 to the Engagement Agreement:

The Client [Defendant] has agreed to pay to the Firm [Claimant] the equivalent of 4% [Four Percent] of any amount actually received by the Client as a result of any of the claims filed against the Adverse Parties whether following the enforcement of any arbitral award issued pursuant to the Arbitration or as a result of a settlement reached between the Client and any of the Adverse Parties



*or any [***] related entity at any stage. Any fees previously due and unpaid by the Client are hereby waived by the Firm.*

3. But, according to the Claimant, on 12 September 2025, three days before the award in the Arbitration Proceedings was due to be issued, the Defendant terminated the Engagement Agreement under clause 7, which provides that:

This Agreement may be terminated by the Client at any time provided that the Client shall be liable to the Firm for such Fees as have been accrued up until the date of termination.

4. Accordingly, the Claim Form concludes, the Defendant is liable to the Claimant for 4% of any Award in its favour in the Arbitration Proceedings. But, because of the Defendant's conduct, the terms of that Award are not known to the Claimant. Hence the claim is essentially for a disclosure of the outcome of the Arbitration Proceedings and for payment of an amount equal to 4% of any Award in favour of the Defendant in those proceedings.
5. This Court has jurisdiction to determine the issues arising under article 8(3)(c/3) of Law No. 7 of 2005 on the Qatar Financial Centre (as amended), which states that the Court has jurisdiction over:

Civil and commercial disputes arising between entities established in the QFC and contractors therewith unless the parties otherwise agree.

6. The claim was duly served on the Defendant's principal office address, in accordance with article 18.3.2 of the Rules, on 24 September 2025. In addition, it was conveyed to email addresses pertaining to the Defendant on the same day. Moreover, the Defendant was advised by the Registry of this Court in an email to the same address, also on the same day, that if it wanted to oppose the claim served on it, it was to do so by no later than 22 October 2025, in accordance with the Defence and Counterclaim Form available on the Court's website.
7. Despite all this, Defendant failed to file and serve a Defence within the 28-day period during which it was allowed to do so under article 20.1 of the Rules. Its first reaction was by way of an email to the Registrar (from the same email address) on 27 October



2025, after it had been notified of the Claimant's application for Default Judgment, in which it raised two objections. First, that it was not able to access "*the material on the eCourt platform*" and, secondly, that the claim had been issued and served on the wrong entity in that the true name of the Defendant is "*I (Offshore)*".

8. But, as I see it, neither of these objections would justify the refusal of the Claimant's application for judgment in its favour. The answer to the first is clearly that if the Defendant needed more information to prepare its Defence, it had more than ample time to acquire that information prior to 22 October 2025. As to the second, the claim was served on the party cited in the Claim Form and as identified in the Engagement Agreement.
9. If the contention is that the Claimant has cited the wrong party as Defendant, the time and place to raise it would be in a Statement of Defence. By simply ignoring the claim duly served on it, the Defendant assumed the risk of Default Judgment which has now materialised. Its remedy in the circumstances is to apply for the setting aside of that judgment in accordance with article 22.7 of the Rules, which application will have to be considered on its merits.

10. Article 22.4 of the Rules states:

If the claim is for an unspecified amount, the Court may issue default judgment for the amount it determines and issue directions regarding future case management.

11. I appreciate that, on a strict application of article 22.4 of the Rules, this judgment is not for a determined amount, but in my view the concept of "*an amount determined by the Court*" envisaged in that article can be purposively construed, in accordance with the Latin maxim "*certum est quod reddi potest*", to include a judgment for an amount which is readily ascertainable once the directed disclosure is made. As to the matter of costs it is clear to me that the Defendant should be held liable for the costs incurred in these proceedings.

By the Court,





[signed]

Justice Fritz Brand

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

Representation

The Claimant was self-represented.

The Defendant did not appear and was not represented.

