



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 (F) 58

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

Date: 13 November 2025

CASE NO: CTFIC0052/2025

JOEY CHRIS BATTJA

Claimant

v

JILLION LLC

Defendant

JUDGMENT

Before:

Justice Fritz Brand



Order

1. The Claimant's claim is dismissed with no order as to costs.

Judgment

1. The Claimant is a citizen of the Netherlands who resides in Jakarta, Indonesia. The Defendant is licensed by the Qatar Financial Centre Authority to conduct business within the Qatar Financial Centre (the '**QFC**'). The claim is for payment of an amount of \$11,248.85 and the case has been allocated by the Registrar to the Small Claims Track under Practice Direction No. 1 of 2022 (Small Claims).
2. According to the Claim Form, the claim derives from a written Employment Contract (the '**Contract**'), annexed thereto, between the Claimant and International Payment Services BSC ('**IPS**'), a corporate entity established under the laws of the Central Bank of Bahrain with its principal office in the Kingdom of Bahrain, executed on 12 May 2025.
3. Although not entirely clear, the grounds on which the Claimant seeks to hold the Defendant liable under the Contract to which it was not a party, seem to be twofold. First, that IPS and the Defendant are controlled by the same individual, Mr Usman Ali. Second, that some of his co-workers, who were part of "*his team*", had entered into employment contracts with the Defendant and were successful in suing the Defendant in this Court on the basis of those contracts.
4. It is clear to me, however that, because the Defendant and IPS are independent legal entities, neither of the grounds relied upon by the Claimant could ever provide a recognised legal basis for holding the Defendant liable under the Contract to which it is not a party. The fact that these two entities are controlled by the same individual and that there may be close commercial ties between them, does not detract from this well-established legal principle.
5. In addition, because the dispute does not arise from a contractual relationship involving a party established in the QFC, it falls outside the jurisdiction of this Court. As is pointed out by Umar Azmeh and Catriona Nicol, *Azmeh and Nicol on*



the Law and practice of the QFC Civil and Commercial Court and the Regulatory Tribunal (LexisNexis: London, United Kingdom, 2025), at paragraph 2.4:

The generally accepted principle is that in order to fall within jurisdiction of the QFC Court, a party must fall within one of the Five Gateways set out in Article 8 of the Qatar Law No 7/2005 or Article 9.1 of the Court RPRs.

6. Suffice it to say for present purposes that, broadly stated, all five gateways require a link between the dispute and a contract involving a QFC entity which is absent in this case.
7. It is true, as pointed out in the Claim Form, that it is stipulated in clause 8 of the Contract between the Claimant and IPS that “*this Agreement shall be governed by and construed in accordance with the laws of Qatar*”.
8. But this provision cannot be understood to bestow jurisdiction on this Court. First, because properly construed, it is a choice of law provision which has nothing to do with jurisdiction. Second, and in any event, it was held by the Appellate Division of this Court in *The Chancellor, Masters and Scholars of the University of Cambridge v The Holding WLL* [2025] QIC (A) 6, that because this Court is a creature of statute, the parties to a contract cannot bestow jurisdiction on it by agreement, which it would not otherwise have by virtue of its creating statute.

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 was not represented and did not appear.

