



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

Neutral Citation: [2025] QIC (F) 56

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

Date: 6 November 2025

CASE NO: CTFIC0050/2025

MOHAMMED AFZAL HOSSAIN

Claimant

v

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

Defendant

JUDGMENT

Before:

Justice Fritz Brand



Order

1. The Claimant's claim against the Defendant is struck out with no order as to costs.

Judgment

1. The Claimant is a citizen of Bangladesh and is represented in these proceedings by his lawyer. The Defendant, a branch of an international insurance company, is registered and licenced to conduct insurance business in the Qatar Financial Centre ('QFC'). According to the Statement of Claim, the claim is based on an insurance policy issued by the Defendant. Hence, this Court has jurisdiction to entertain the dispute, as was confirmed in the previous case between the parties under case number CTFIC0007/2023.
2. The factual allegations relied on for the claim is that on 8 May 2019, the Claimant was injured in an accident involving a motor vehicle insured by the Defendant, which was caused by the negligence of the driver of the insured vehicle. The Claimant alleges that, as a result of the injuries he sustained in the accident, he was permanently disabled and suffered damages through loss of income as well as general damages through pain, suffering and loss of amenities of life, for which he claims payment in an aggregate amount of QAR 4,000,000.
3. It appears, however, that: (i) in 2023, the Claimant instituted action against the Defendant in this Court under case number CTFIC 0007/2023 (the '**2023 Claim**') which, ex facie the pleadings in that case, arose from the same cause of action relied upon in this case; (ii) that the 2023 Claim was settled in terms of a formal settlement agreement executed on 24 January 2024 (the '**Settlement Agreement**'); and (iii) that, under the Settlement Agreement, the Defendant undertook to pay the Claimant an amount of QAR 150,000 "*which is considered the full settlement amount in Case No. CTFIC0007/2023*".
4. On the face of it, the present claim was therefore extinguished by compromise and replaced by a claim under the Settlement Agreement. Upon enquiry by the Registrar, the only motivation by the Claimant's legal representative was that the present claim is for additional damages, which arose after the 2023 Claim and therefore did not form part of the Settlement Agreement.



5. But, as I see it, that motivation provides no answer to the prima facie inference that the claim has been extinguished. As a matter of law, the effect of settlement is no different from res judicata. Both these legal principles are aimed at achieving finality in litigation. Another concomitant principle aimed at the same goal is the so-called “*once and for all rule*”, according to which a Claimant is obliged to claim all his or her loss (that is, both the losses already sustained and the prospective losses) resulting from the same cause, in one action.
6. In consequence, once that action has been determined by order of the Court (giving rise to res judicata) or by compromise, the Claimant is, in principle, precluded from bringing a further action for damages based on the same cause of action. The fact that the damages claimed in the second action arguably arose after the institution and determination of the first, does not detract from the principle. That is why I hold the view that the claim formulated in the Claim Form under consideration has been extinguished by final settlement and has no prospect of being upheld.
7. Under article 10.3 of this Court’s Rules and Procedures (the ‘**Rules**’), the Court “*may grant such relief and make all such orders as may be appropriate and just in accordance with the Overriding Objective*”, which is “*to deal with all cases justly*”.
8. In accordance with article 10.3 of the Rules, I find it appropriate to order that the claim be struck out before the Defendant is compelled to plead. Allowing the proceedings to continue will only result in a wasteful exercise of both time and money. Moreover, I find authority for this approach in the judgment of the Appellate Division of this Court in *Marilon QFZ LLC v Dalba Engineering & Projects Co Limited* [2023] QIC (A) 12.

By the Court,





[signed]

Justice Fritz Brand

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

Representation

The Claimant was represented by the Mohsen Al-Haddad Law Firm (Doha, Qatar).

The Defendant did not appear and was not represented.

