



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

Neutral Citation: [2025] QIC (F) 69

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

Date: 24 December 2025

CASE NO: CTFIC0053/2025

CHEIKH TIDIANE NIANG

Claimant/Respondent

v

CLEMENT SPORTS QFC LLC

Defendant/Applicant

JUDGMENT

Before:

Justice Fritz Brand



Order

1. The Defendant's application for the setting aside of the default judgment granted against it on 18 November 2025 is granted.
2. The Defendant is granted leave to file and serve its Defence no later than 16.00 on Sunday 28 December 2025.
3. The costs occasioned by the claim and by this application are to stand over for later determination.

Judgment

1. This is an application by the Defendant, pursuant to article 22.8 of the Rules and Procedures of this Court (the '**Rules**',) for the setting aside of a default judgment granted against it by this Court on 18 November 2025 ([2025] QIC (F) 59). The Claimant, who is the Respondent in this application, is Mr Cheikh Tidiane Niang, a Senegalese national who was, at all relevant times, employed by the Defendant in the State of Qatar. The Defendant is registered and licenced in the Qatar Financial Centre (the '**QFC**'). Hence this Court has jurisdiction to entertain the dispute.
2. In the Claim Form, the Claimant alleged that he was unfairly dismissed by the Defendant after being denied emergency leave to attend to his critically ill wife. Accordingly, he sought financial compensation for unpaid wages, withheld allowances, benefits not provided, and damages. The quantified parts of the claim were for (i) QAR 68,000 for eight months' wages allegedly due since March 2025, and (ii) QAR 3,000 which, according to the Claimant, was withheld from his wages during the period October 2024 to March 2025.
3. From the employment contract annexed to the Claim Form, it appeared, however, that the Claimant was employed under a fixed term contract which expired on 30 June 2025 (the '**Employment Contract**'). It followed from this that, on his own version, he was entitled to no more than three and a half months' salary (that is, QAR 29,750), plus QAR 3,000, which comes to QAR 32,750 in aggregate. In the circumstances, default judgment was granted in that amount.



4. The application to set aside the default judgment was made on 27 November 2025. For its factual basis, the application relies on a sworn witness statement from the Defendant's Managing Director, Mr Christophe Clement, who admits that despite proper service of the Claimant's papers on 30 October 2025, the Defendant had failed to file a Defence within 14 days as required by Practice Direction No. 1 of 2022 (Small Claims). His explanation for this failure is in essence that, by then, the Defendant had already filed an absconding case against the Claimant with the Ministry of Interior and he was advised by officials from that Ministry that any contact with the Claimant should be through the police due to the pending public prosecution. Hence, he refused to accept any correspondence originating from the Claimant.

5. In the application, the Defendant's answer to the claim is summarised thus:

Clement Sports has a strong prospect of successfully defending the claim, as the evidence demonstrates repeated and serious breaches by the Claimant, including abandonment of his work position, departure from Qatar for a period of at least seventy-five days, a disregard for established rules, a manifestly obstructive attitude, and evident bad faith.

6. In his witness statement, Mr Clement then proceeds to present a lengthy motivation in substantiation of this charge. From the motivation it appears that the Claimant was employed by the Defendant as a fencing instructor since 16 February 2023. From the start, so Mr Clement alleges, the Defendant observed a persistent pattern of misconduct and breaches of company policy by the Claimant. So, for instance, he was consistently late for classes and meetings; he engaged in physical aggression against a student; he frequently abandoned his post during fencing classes leaving children unsupervised; and so forth.

7. In consequence, so Mr Clement says, numerous verbal warnings were issued against him which were followed by four formal written warnings between 14 September 2023 and 9 March 2025. On 8 and 10 March 2025, he reported sick without providing a medical certificate. On 11 March 2025, the Claimant failed to attend work without communicating with the Defendant at all. Subsequently the Defendant established through the Ministry of Interior portal that the Claimant had left Qatar without any approval or notice. In the result, so Mr Clement contends,



the Defendant's summary dismissal of the Claimant on 13 March 2025 was justified.

8. In his Response, these allegations against him are denied by the Claimant in all material respects. So, for instance, he denies that he received four warning letters, With the sole exception of the letter of 9 March 2025, which accompanied his summary dismissal on 13 March 2025, so he says, the others were never received. Like most of Mr Clement's other allegations, he says, they are "*entirely false, fabricated, and unfounded*".
9. The setting aside of default judgment is governed by article 22.8 of the Rules. It provides:

22.8 The First Instance Circuit may set aside or vary the default judgment if it is satisfied that:

22.8.1 - the Defendant has a real prospect of successfully defending the claim;
or

22.8.2 - it appears to the First Instance Circuit that there is another compelling reason, including: (a) that the default judgment should be set aside or varied; or (b) that the Defendant should be allowed to defend the claim.

10. In terms of article 17(B) of the QFC Employment Regulations (as amended) (the '**Regulations**'), a "*Fixed-term Employee's contract*", such as the one under consideration, can be terminated without notice in accordance with article 24 of those Regulations. It is clear to me that, if Mr Clement's factual allegations against the Claimant were to be established, the Defendant would be entitled to terminate the Claimant's employment contract on more than one of the grounds contemplated in article 24. It follows, in my view, that the Defendant has established a real prospect of successfully defending the Claimant's claims. It is true that these allegations are denied by the Claimant. But this is not the time and place to determine the factual disputes thus arising. The Defendant is not required to establish its defence on a balance of probabilities at this juncture, in that the bar set by article 22.8.1 is substantially lower. What the Defendant must establish in terms of the article is a real prospect of success at the hearing in due course, which goal I believe the Defendant has achieved. The further enquiry contemplated in 22.8.2 therefore does not arise.



11. Although I am not impressed by Mr Clement's explanation as to why the Claim has been ignored, I do think a finding is justified that its failure to respond was intentional or that it can be ascribed to some ulterior motive. In addition, I think the less than satisfactory explanation for the Defendant's default is outweighed by its real prospect of success if the facts on which it relies were to be established at the hearing. For the sake of completeness, I may add that according to Mr Clement, the Defendant also proposes to bring a counterclaim. But that does not take the matter any further at this stage.
12. As to the costs thus far incurred in the matter, I believe that since the outcome will largely turn on issues of credibility, the Court will be in a better position to decide who should be held liable for these costs once the evidence has been heard. In consequence I decided that the issues regarding these costs should stand over for later determination.

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 represented by Eversheds Sutherland (International) LLP (Doha, Qatar).

