



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: [2021] QIC (F) 16

**IN THE QATAR INTERNATIONAL COURT
FIRST INSTANCE CIRCUIT**

15 July 2021

CASE No. CTFIC0023/2020

SYED MEESAM ALI MOUSVI

Claimant

v

AEGIS SERVICES LLC

Defendant

JUDGMENT

Before:

Justice Frances Kirkham

Justice Fritz Brand

Justice Helen Mountfield QC

ORDER

1. The Defendant is ordered to pay to the Claimant:
 - (a) The sum of QAR 3,800.00 for deductions unlawfully made from his salary.
 - (b) QAR 751.00 as reimbursement for transport expenses incurred by the Claimant in the scope of his employment.
 - (c) QAR 3,000.00 in lieu of notice.
 - (d) QAR 5,200.00 being the outstanding part of the Claimant's salary for November 2020.
 - (e) QAR 40,000.00 by way of damages for the loss of income suffered by the Claimant as the result of the Defendant's failure to furnish him with a Non-Objection Letter.
2. It is declared that the non-compete clause in clauses 13.4 to 13.8 of the employment contract between the parties, dated 2 February 2020, constitutes an unreasonable restraint of trade; that it therefore infringes Article 20 of the QFC Employment Regulations; and that in consequence it is void and legally unenforceable.
3. The Claimant's claim based on payment for overtime, and his damages claim based on allegations of malicious arrest, are dismissed.
4. The Claimant is directed to return, at his own expense, the laptop computer and cell phone sim card which belong to the Defendant as soon as practically possible.
5. Save for paragraph 4 above, the Defendant's counterclaims are dismissed.
6. No applications for costs were made and so the Court makes no order as to costs.

JUDGMENT

1. The Claimant (Mr Ali) is a Pakistani national. The Defendant (Aegis) is a company established within the Qatar Financial Centre (the QFC) and registered as a consultant in the field of International Standardisation Organisation (ISO) certification. Mr Ali is a former employee of Aegis. The employment contract between them was concluded on 2 February 2020 when Mr Ali accepted a written offer by Aegis of the same date. The relationship was terminated on 26 November 2020. The exact nature of the termination is in dispute. It is common cause however that it was not amicable. In fact, when Mr Ali failed to return Aegis' laptop and cell phone sim card to it after termination of his employment, those in control of Aegis laid a criminal charge against him with the police authorities. In consequence Mr Ali was arrested and detained from 2 February 2021 until 19 February 2021 and on the latter date he was deported by the authorities from the State of Qatar. Moreover, Aegis refused to provide Mr Ali with a non-objection letter (NOC). In the result, so Mr Ali claims, he was prevented from obtaining alternative employment in Qatar.

2. During the pleading stage, neither party was legally represented. The pleadings thus prepared by the parties themselves, revealing the lack of legal input, consisted of:

- (a) Mr Ali's statement of claim dated 21 December 2020.
- (b) a statement of defence by Aegis dated 20 January 2021.
- (c) a reply from Mr Ali dated 4 February 2021.
- (d) a further statement of defence by Aegis dated 18 February 2021.
- (e) an amended statement of claim by Mr Ali filed on 30 May 2021.

(f) an amended statement of defence by Aegis dated 14 June 2021.

3. According to Mr Ali's pleadings, his claims, which are all disputed by Aegis, arise from an alleged breach by Aegis of the employment contract between the parties and the events following upon the termination of the contract. These claims are in broad terms:

(a) payment of deductions made from Mr Ali's salary as a disciplinary measure during the course of his employment, in an aggregate amount of QAR 3,800.00.

(b) reimbursement for transport costs incurred by him in the course of his employment in the amount of QAR 751.00.

(c) remuneration for overtime over a period of six months between June and November 2020 in an amount of QAR 12,000.00.

(d) his salary in lieu of one months' notice of termination in the sum of QAR 6,000.00.

(e) his salary for the month of November 2020 in an amount of QAR 6,000.00.

(f) declaring the restrictive covenant in clause 13 of the employment contract in relation to non-compete requirements void and legally unenforceable.

(g) damages for malicious arrest in the sum of QAR 50,000.00.

(h) damages for loss of employment by a third party in Qatar resulting from the refusal by Aegis to furnish him an NOC upon termination of his employment, in the sum of QAR 60,000.00.

4. In the light of the numerous disputes of fact on the pleadings, we concluded that these disputes could not be decided on the papers and that in consequence the matter had to be referred to an oral hearing. On Sunday 20 June 2021, the matter was heard online, due to the Covid pandemic. At the hearing Mr Ali was represented by Mr Ricardo Cid and Mr Konstantinos Zacharioglou of Essa Al Sulaiti Law Firm, while Aegis was represented by Mr Alan Ford and Mr Saad Merhi. Their assistance was invaluable, and the Court is most grateful to them for having given their time and expertise to assist the parties and the Court. The Court wishes to acknowledge, in particular, the fact that the Claimant's Counsel appeared on a pro-bono basis under the QICDRC Pro Bono Service.

5. Mr Ali gave evidence on his own behalf. Three witnesses were called to give evidence. Mr Sayed Faheem Ben Hasmid was called by Mr Ali. Mr Muhammad H. Sheikh, the CEO of Aegis, and Ms Mary Lupo, its operations manager at the relevant time, were called by Mr Ford to give evidence on behalf of Aegis.

6. Of the eight claims brought by Mr Ali, six relate to an interpretation of the employment contract which is contained in a letter from Aegis to Mr Ali, and which provides, insofar as relevant:

"1. This offer is conditional to a probationary period of six months.

2. During this probation, a two weeks' notice is required by both parties. After the end of this probation, you will have a performance review and on confirmation of the appointment, two weeks' notice would be required if confirmation is less than 1 year, four weeks' notice would be required if confirmation is more than 1 year and if more than 5 years, two months' notice is required by either party throughout the duration of the employment.

3 ...

4 *You will receive a gross salary of QAR 6 000 (Six Thousand Qatari Riyals) inclusive of*

ALL allowances paid monthly including plane ticket allowance.

5 ...

6 ...

7 ...

8 *You will be under the company sponsorship to get your Qatari ID.*

9 *The duration of your employment will be for two years, it can be renewed as per the management decision.*

10 *Official office hours are: 8 am – 5 pm six days a week (Saturday – Thursday) with one hour break for lunch.*

11 *Due to the nature of our business, there are no formal hours of work and you would be required to work such hours as necessary to perform your duties, these working hours may change.*

12 *By accepting this offer you are pledging not to circulate, communicate or even talk with any other party weather [sic] as an individual or a company or else wise about any information related to Aegis Services LLC for any purpose other than what you were instructed or employed to do or you will be breaching our confidentiality and will be legally responsible for any conflict this communication may cause.*

13 *Non-disclosure and Non-Compete Agreement*

13.1 The Employee shall not use or reveal to others any technical aspect or any information related to the Services or Employer's activities, except when it is necessary for rendering the Services and with previous written authorisation from Employer. For the purpose of this article, the terms "the confidential information of the Company, both technical and related to other aspects of the Services and Employer activities" mean every piece of information used, learnt or to which the Employee had contributed, during the period of this contract, regardless if it is a written piece of information or presented under any other tangible format, and that would not usually be at the disposition of the public or would give a competitive advantage to whoever came in contact to such information. For the avoidance of

doubt, Confidential Information under this Contract of Employment, includes without limitation, any and all information related to the Employer's operations, processes, plans, product information, know-how , designs, trade secrets, software, market opportunities, clients, suppliers and customers.

13.2 Nothing in this Contract shall be construed to mean a transfer of ownership and/or license of Confidential Information from Employer to the Employee and/or any of its Representatives

13.3 Upon Employer's request the Employee shall return or destroy all Confidential Information provided by Employer to the Employee and/or any of its Representatives during the term of this Contract. The Employee shall furnish Employer with a Certificate of Return/Destruction of Confidential Information

13.4 To protect the Employer's business and its clients' privacy of information the Employee shall not (a) enter into employment contract with the Employer's competitors (any ISO related companies within Qatar.

13.5 Contact or join the employer's clients for a period of two years after the termination of employment

13.6 Leave any negative reviews about the company particularly but not limited to google reviews

13.7 Otherwise, a penalty for breach of contract amounting up to 500 000 USD shall be charged by the employer against the employee.

13.8 The Employee acknowledges and agrees that all the pledges and obligations mentioned in this article shall outlive the termination of the present Contract”.

7. With regard to Mr Ali's claim for payment of deductions made from his salary, it is not in dispute that the following deductions were made: QAR 500.00 in June; QAR 1,100.00 in July; QAR 2,000.00 in August; and QAR 200.00 in September 2020. That is an aggregate amount of QAR 3,800.00. Aegis' answer to this claim is that it was permitted to make these

deductions by virtue of its Disciplinary Action Policy dated 7 March 2018. In accordance with the terms of this document, Aegis submit it is clear that one of the progressive steps envisaged in the process of disciplinary action, following upon an informal talk and an oral warning or reprimand, is indeed a “written or official warning with salary deductions relevant to the gravity of the offence.” In addition, Aegis relies on an e-mail by Ms Lupo, dated 25 June 2020. According to the email it resulted from an incident when Mr Ali was late for an eight-o clock meeting with his first client that day which had the domino effect of causing him to be late for almost every meeting thereafter. With reference to this incident, Ms Lupo recorded in the e-mail that she had discussed this type of conduct on his part, which she regarded as unprofessional, with Mr Ali on previous occasions and she decided to impose a QAR 500.00 salary deduction by way of a penalty. Moreover, so she said, if he continued this pattern of behaviour, further deductions would be imposed. On 9 July 2020 Mr Ali was issued with an official warning letter which stated in conclusion that an amount of QAR 1,000 would be deducted from his salary. Similar communications appear to have accompanied the further deductions in August and September 2020.

8. At the hearing, a considerable amount of time, evidence and argument were attributed to allegations by Aegis, and explanations by Mr Ali, regarding his conduct which gave rise to these deductions. In the end one is left with the overall impression that Aegis did not regard Mr Ali’s performance as wholly satisfactory. Indeed, his behaviour appears to have led to complaints by customers as well as by other employees of Aegis, though Mr Ali attributed these to Aegis’s failure to employ sufficient consultants to meet customer expectations. We find it unnecessary, however, to embark upon the merits of this particular aspect of the labour dispute. What we can say is that, on the face of it, the deductions seem to be rather harsh and unfair. But, be that as it may, even on the acceptance of the version of events proffered by

Aegis, these deductions were in any event incompatible with the terms of the employment contract.

9. The employment offer, which was accepted by Mr Ali, does not refer to a power to make salary deductions as a sanction for findings of unsatisfactory conduct (or at all). Nor is there any express reference to the Disciplinary Action Policy document relied upon by Aegis. The argument advanced by Aegis as to why the terms of the document should nonetheless be regarded as part of the contract relied upon an incorporation by reference. Mr Ali's evidence was, however, that he had never seen nor heard about the document during the time of his employment. In cross examination it was never put to him that this evidence was untrue or even that he was mistaken in this regard. In her evidence, Ms Lupo fairly conceded that she never referred Mr Ali to the document and explained that she left it to the human resources department of Aegis to do so. Quite belatedly, and rather surprisingly (and after the conclusion of Mr Ali's evidence without this having been put to him), Mr Sheikh then testified that he clearly remembered a conversation with Mr Ali during which he pertinently referred Mr Ali to the terms of the disciplinary policy document. According to him, Aegis had no human resources department. In all the circumstances, we prefer Mr Ali's evidence on this point to that given by Mr Sheikh. However, and in any event, the policy document cannot in law form part of the employment contract. We say that because of Article 17 (1) of the QFC Employment Regulations which provides that "*the Employer shall give each Employee a written employment contract which shall include at a minimum:*". Amongst the peremptory minimum provisions then stipulated by the Article (in paragraph I thereof) is a "*reference to any disciplinary rules and/or ... procedures applicable to the employee.*"

10. It follows in our view that any disciplinary measure, such as a salary deduction, not referred to in the written contract of employment cannot be enforced against the employee. The

result is that, despite any unsatisfactory aspects of Mr Ali's performance as an employee and in spite of the prior warnings by Ms Lupo, the deductions from Mr Ali's salary were unlawful and cannot be sustained. Hence, he is in our view entitled to payment of the sum of QAR 3,800.00 under this rubric.

11. As to Mr Ali's claim for reimbursement in the amount of QAR 751.00 of costs incurred by him by way of Uber fares, Aegis did not deny that these expenses were incurred by Mr Ali. Nor is it denied that they were incurred by Mr Ali in the scope of his employment and for the benefit of the company. Hence, we can find no reason why this claim should not be allowed as a debt owing to him.

12. The claim for overtime rests on the allegation by Mr Ali that, although his employment hours were stated in clause 10 of the employment contract as being between 8am and 5pm, with a one-hour break for lunch, i.e., eight hours per day, he was regularly required to attend meetings and to do administrative work at home well outside these hours. On average, he estimated in his evidence, he worked about three hours overtime per month between June and November 2020. This estimate, it turned out, forms the sole basis for the calculation of the quantum of this part of the claim. At the hearing, a substantial part of the evidence and debate was devoted to the merits of this. In the main, the answer proffered by Aegis seemed to rely on clause 11 of the employment contract which required Mr Ali to perform his duties outside the official working hours stipulated in clause 10, coupled with the denial that, on average, Mr Ali worked more than 8 hours per day. Our crucial difficulty is, however, that even if it were to be accepted that Mr Ali was regularly required to work more than 8 hours per day, the calculation of quantum on which the claim relies cannot even be described as a guesstimate. It is no more than pure speculation. Since the onus rested on Mr Ali to establish the quantum of his claim, it would be unfair to Aegis to make an award against it on the basis of what amounts to no more

than pure speculation. It follows that this aspect of the claim cannot be upheld.

13. The claim for salary in lieu of a notice period ultimately depends on the outcome of the dispute regarding the way in which the contract of employment was terminated. On Mr Ali's version the contract was summarily terminated by way of an e-mail on behalf of Aegis on 26 November. The opposing contention by Aegis is that Mr Ali repudiated the terms of the contract in an e-mail of 25 November 2020 and that the contract was terminated when Aegis accepted that repudiation in its email of 26 November 2020. The relevant part of the e-mail by Mr Ali reads as follows:

“As of now I want to clarify some issues related to management.

If you are not satisfy with my services in sense of client complaining on my competence time management to company management with hard evidence, then I will able to give you justification and if my negligence proved with hard evidence so will accept maximum 500 QR deduction.

If management is not satisfied with my services, it can be result in termination which I will accept, deduction I will not acceptable as this was not mentioned in the agreement.

Continuation Terms

As management already issued me “Warning Letter” where I need to clarify to that if management will able to dissolve their decision for deduction by today dated 25-11-2020, this will be consider a reward and appreciation for me to perform with my maximum efforts.

Further after this date with effect from 26-11-2020, if company do not terminate me or for not dissolve the deductions so I will not be able to continue or re-join on same salary which is 6 000 QR , minimum I will join with the increment of one thousand Qatari Riyals (1 000 QR)

which will be seven thousand Qatari riyals (7 000 QR) as of now management have authority to consider my terms or can follow their decision.

Terms for Job Description (in case of continuation in all conditions)

The management is not allowed to schedule any meeting for me before or after my working hours as from 8 AM until 5PM according to agreement working days.

The management will intermate me one day prior to any meeting and minimum 45 minutes gap (Excluding the Travelling time) I require to align my working and confirmations of status.

Any number of meetings within working eight hour can be scheduled by management intimation as if any meeting will exceed my working hours I will not be bound to continue until no compensation will be priorly informed.

Documentation and coordination with client is a part of working, further I will not be bound to do documentation and coordination with clients after or before working hours.”

14. The e-mail on behalf of Aegis, dated 26 November 2020, reads as follows:

“This is to inform you that you are terminated from your position as ISO consultant from Aegis Services with immediate effect, the reason for your termination not being professional during work and given tasks to you. And a lot of negligence towards your work and not follow the top management instructions so far.

As per our previous warning through mail on 25/11/2020 you are not attended the client schedule meetings and reject the management instructions. The company informs you to hand over all your assets on immediate basis and take your termination letter from the office.”

15. According to Mr Ali's evidence, his e-mail of 25 November 2020 was preceded by a threat on the part of Aegis to deduct half his monthly salary for November by way of a penalty. When he wrote the e-mail, so he said, he was severely distressed by this threat. Without embarking on a detailed analysis of the contents of Mr Ali's e-mail, we are not persuaded that it constitutes a repudiation of the employment contract in the sense of a denial of its terms. As confirmed by Mr Ali, it was written against the background of a threat by Aegis to deduct a major part of his salary, which (as we have found) was not part of his contract of employment, and which he refused to accept. In accordance with our earlier finding, that threat was in conflict with the QFC Employment Regulations. Hence it constituted unlawful conduct on the part of Aegis. Thus analysed, it means that, if there was any repudiation of the contract, it was Aegis and not Mr Ali who repudiated the contract.

16. In any event, and perhaps more importantly in the present context, the Aegis e-mail of 26 November 2020 does not purport to be an acceptance of any alleged repudiation contained in the earlier e-mail by Mr Ali. On the contrary, it does not even refer to that e-mail. In the light of the known facts, it appears that the e-mail of 26 November would not have ensued if Mr Ali was prepared to accept the threatened unlawful deductions from his salary. Thus understood, the real cause of the termination was the threatened unlawful conduct on the part of Aegis which Mr Ali refused to accept. From an equitable perspective, the deduction of half an employee's salary and the termination of his employment without giving him an opportunity to respond before the decision is taken, can hardly be described as fair disciplinary procedure. We conclude that Aegis terminated the contract and did so without giving Mr Ali notice. It follows that Mr Ali's claim based on salary in lieu of notice must succeed.

17. However, in terms of his employment contract, Mr Ali was never entitled to the one month's notice on which is the supposition that forms the basis of his claim. On the contrary, in accordance with the express terms of clause 2 of the contract, his claim must be calculated on a notice period of two weeks, i.e., one half of QAR 6,000.00, that is QAR 3,000.00.

18. As to Mr Ali's claim for his salary for the month of November, we can find no reason why he should not be entitled to his salary for the 26 days of that month which preceded the commencement of the notional two-week notice period. On our calculation he is accordingly entitled to payment of QAR 5,200.00 under this heading.

19. In argument Mr Cid sought to increase the claim founded on unlawful termination of the employment contract to QAR 6,000.00 per month for the rest of the two-year contract period. But we do not believe this claim can be sustained. Apart from the fact that a claim on this basis was never raised in the pleadings – even in their amended form - Mr Ali is entitled only to be placed in the position in which he would notionally have been, but for Aegis's breach. It follows that, since Aegis was contractually entitled to terminate the contract on two weeks' notice, his claim for contractual damages resulting from the breach should be calculated on that basis.

20. With regards to Mr Ali's claim that the restraint provisions in clause 13 of the employment contract should be declared invalid and unenforceable, this Court recently had the opportunity to deal with a similar claim in the case of *Samia Abdel Rahim Othman Shqair v Aegis Services LLC* [2021] QIC (F) 13. Aegis was also the defendant in that case and the wording of the two contracts of employment concerned are virtually the same. Mr Ali pertinently undertook to give effect to the provisions of the protection of confidential information in clauses 13.1-13.3 of the contract. As in Shqair (para 11 of the Judgment) we are therefore not concerned with the protection of confidential information. Our focus is confined

to the validity of the restraint of trade provisions in clause 13.4-13.8 of the contract which purports to preclude Mr Ali from working for a competitor of Aegis in Qatar for a period of two years after the termination of his employment with the concomitant threat of a USD 500,000 penalty if he should act in breach of this clause.

21. In considering the validity of the clause, the Court is guided, as explained in the Shqair case (paragraphs 7 and 8 of the Judgment), firstly by the provisions of Article 20 of the QFC Employment Regulations and, secondly, by the considerations formulated by the Appellate Division of this Court in *Chedid & Associates Qatar LLC re Said Bou Ayash* [2015] QIC (A) 2.

22. Article 20 of the QFC Employment Regulations provides:

“20 Restrictive covenants

Any provision in an Employee’s employment contract that provides that the Employee shall not work on any similar projects or for a company which is in competition with the Employer must be reasonable, must not constitute an unreasonable restraint on trade and must be appropriate to the circumstances of the Employee’s employment with the Employer”.

Interpreting this article, the Appellate Division *inter alia* said the following in the Chedid case:

“32... in resolving [the issue of reasonableness] it is necessary to weigh the interests of the general public and of the defendant himself against the interests of the claimant. Qatar is a small country, with almost all business activities concentrated in Doha. Qatar has always welcomed foreign nationals willing to provide services that might otherwise be unavailable or in short supply. It is in the public interest that a foreigner who has taken up employment with one employer should be free to continue to provide his services by taking up employment with

an alternative employer should his initial employment come to an end. It is of course even more in the interest of the employee himself that he should be free to do so.”

23. In performing this balancing act between the different competing interests, the indications are that there is indeed a demand for the services and qualifications of Mr Ali in Doha. This appears from his evidence that since the termination of his employment he has received at least three written employment offers from entities in this city. Then there are the interests of Mr Ali who wants to return from Pakistan, where he is at present, to take up employment in this country. On the other side of the scale, the justification of the restraint advanced by Aegis relates to the protection of the confidential information pertaining to itself and its clients. But as we see it, the declaratory order sought will have no real impact on the protection of confidential information, which is protected by clauses 13.1-13.3 of the contract. In weighing up the competing interests we therefore find that the provisions in clauses 13.4-13.8 of the employment contract constitute an unreasonable restraint of trade. Accordingly, we conclude that the clauses contravene the provisions or Article 20 of the QFC Employment Regulations and should therefore be declared void and unenforceable.

24. This brings us to the damages claim for malicious arrest. It is not in dispute that Mr Ali was arrested by the Qatari police on 2 February 2021, or that he was then detained until 19 February 2021 when he was deported from the State of Qatar. Nor is it in dispute that his arrest resulted from a criminal charge laid by Aegis with the Qatari police. The justification advanced by Aegis for doing so is that Mr Ali had failed to return the laptop and cell phone sim card which belonged to the company after the termination of his employment. According to Ms Lupo, their concern was not so much about the value of these articles, but about the confidential information that they contained. Accordingly, so Ms Lupo testified, numerous demands were made by Aegis and eventually a meeting was arranged where Mr Ali would return the company

property in return for being furnished the NOC. When Mr Ali failed to attend this meeting, so Ms Lupo explained, a charge of theft was laid with the police. In the light of this justification, we do not think the claim for malicious arrest can be sustained. The allegations of theft were not so unwarranted as to justify an inference of malice on the part of Aegis or its officials when the charge was laid. After the charge was laid, the police actions which followed were obviously not dictated nor subject to the control of Aegis and are consequently not for its account.

25. Finally, there is Mr Ali's claim for loss of income resulting from the refusal by Aegis to issue him with an NOC upon termination of his employment. Apart from the evidence of Mr Ali himself, the claim is supported by the testimony of Mr Syed Faheem. According to Mr Faheem, he conveyed a written offer to Mr Ali on behalf of his company, SF Group Management Consulting WLL, to employ him at a monthly salary of QAR 10,000.00. Although Mr Ali was keen to take up this offer, he was precluded from doing so because Aegis refused to issue him with an NOC and because he had been detained by the police. According to Mr Faheem he spoke to the police authorities, but they referred him to Aegis for its approval. During about February 2021 Mr Faheem therefore approached Aegis, but it persisted in its refusal to furnish Mr Ali with an NOC. According to Mr Faheem he even offered to compensate Aegis for any loss that Mr Ali may have caused them in exchange for the NOC, but to no avail. According to the evidence of Ms Lupo, Aegis's only reason for not furnishing Mr Ali with an NOC is that he had failed to return the company laptop and cell phone sim card after the termination of his employment.

26. However, as we see it, the defence raised by Aegis is precluded by the QFC Employment Code, issued on 8 February 2010 which provides in relevant part:

“(a) Disputes regarding the terms of termination, any alleged breach by the Employee of the

terms of the Employment Contract and/or the amount of the financial settlement must be de-linked from the Sponsored Employee's right to seek new employment in the State, whether in the QFC or not.

(b) In the event of a dispute regarding the termination, including the amount of the financial settlement, the employer may NOT withhold the non-objection letter pending resolution of such issues.”

27. The conclusion is therefore inevitable that (a) the refusal by Aegis to provide Mr Ali with the NOC was unlawful; (b) but for this unlawful refusal, Mr Ali would have been employed by SF Group Management Consulting WLL at a monthly salary of QAR 10,000.00 from at least February 2021 when Mr Faheem approached Aegis, until May 2021 when Mr Ali filed his amended claim. In the light of these findings our further conclusion is that Mr Ali is entitled to payment of QAR 40,000.00 under this heading.

28. Apart from defending Mr Ali's claims, Aegis also brought the following counterclaims:

(a) for payment of QAR 3,000.00 because of Mr Ali's termination of the employment contract without giving the two weeks' notice required by the contract.

(b) payment of QAR 3,500.00 for failure to return the company laptop and sim card.

(c) payment of QAR 25,000.00 for the loss which Aegis allegedly suffered through Mr Ali's misconduct which caused a client to terminate its business relationship with Aegis.

(d) an order that Mr Ali desist from making untrue statements to clients regarding Aegis.

(e) damages in undetermined amounts for the loss allegedly suffered by Aegis as a result of untrue allegations which Mr Ali made about it and through the loss of another client which

terminated its business relationship with Aegis because of Mr Ali's misconduct.

29. However, save for the claims in (a) and (b), the remaining claims were not supported by any evidence or argument presented at the hearing. As to the claim in (a) we have already found that the contract was summarily terminated by Aegis and not by Mr Ali, which means that this claim is bound to fail. As to the claim in (b), Mr Ali said that he had the laptop and sim card with him in Pakistan; he was willing to return these to Aegis but has failed to do so. Accordingly, an order to this effect is in our view justified.

30. Neither Mr Ali nor Aegis has made a claim for costs. Consequently, no costs order should be made.

By the Court



Justice Fritz Brand

Representation:

The Claimant was represented under the QICDRC Pro Bono Service by Mr Ricardo Cid and Mr Konstantinos Zacharioglou of Essa Al Sulaiti Law Firm, Doha, Qatar.

The Defendant was represented by Mr Alan Ford of Owen Dixon Chambers East, Melbourne, Australia, and Mr Saad Merhi of APSIIS Lawyers, Melbourne, Australia.