



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 (C) 6

IN THE QATAR INTERNATIONAL COURT

26 September 2021

CASE No: 15 of 2020

JOHN AND WIEDEMAN LLC

Claimant

v

(1) TRIMOO PARKS LLC
(2) TALAL BIN MOHAMMED TRADING LLC
(3) LEISURE LLC
(4) FUTURE QATAR FOR BUSINESS DEVELOPMENT (ADABISC) LLC

Defendants

COSTS ASSESSMENT

Before:

Mr. Christopher Grout, Registrar

JUDGMENT

Introduction

1. This costs assessment arises as a result of the judgment of the First Instance Circuit of the Court (Justices Kirkham, Hamilton, and Al Anezi), dated 22 August 2021 and reported at [2021] QIC (F) 21. By that judgment, the Court ordered the First Defendant to pay to the Claimant the sum of QAR 416,539 along with particularised pre and post judgment interest. It dismissed the claim against the other Defendants. It awarded the Claimant its reasonable costs as against the First Defendant, to be assessed by the Registrar if not agreed. The Claimant wrote to the First Defendant to seek agreement on the issue of costs but received no response. On 13 September 2021, the Claimant applied to have its costs assessed. The Defendant was given 7 days in which to file and serve a response but failed to do so.
2. As I am afforded a “wide discretion”¹ as to the procedure to be adopted when undertaking an assessment, on the basis of proportionality and expediency I considered the matter on the written submissions provided, i.e. without an oral hearing, having indicated to both parties that that is what I was minded to do and having received no submissions to the contrary from either of them.

The Principles to be Applied

3. In *Hammad Shawabkeh v Daman Health Insurance Qatar LLC* [2017] QIC (C) 1, I laid down the principles to be applied when assessing ‘reasonable costs’. At paragraphs 10-12 of my Costs Assessment, dated 5 March 2017, I said:

How is the issue of reasonableness to be approached? In my judgment, in order to be recoverable costs must be both reasonably incurred and reasonable in amount. If they are not then they are unlikely to be recoverable.

¹ *Hammad Shawabkeh v Daman Health Insurance Qatar LLC* [2017] QIC (F) 1, at paragraph 21. That principle was not interfered with by the Appellate Division of the Court in the same case in its judgment dated 11 September 2017, reported at [2017] QIC (A) 2.

I have identified the following (non-exhaustive) list of factors which will ordinarily fall to be considered when assessing whether or not costs have been reasonably incurred by a party and, if they have, whether they are also reasonable in amount:

- (a) Proportionality;*
- (b) The conduct of the parties (both before and during the proceedings);*
- (c) Efforts made to try and resolve the dispute without recourse to litigation (for example through Alternative Dispute Resolution);*
- (d) Whether any reasonable settlement offers were made and rejected; and*
- (e) The extent to which the party seeking to recover costs has been successful.*

When considering the proportionality factor, the following (again non-exhaustive) factors are likely to fall to be considered:

- (a) In monetary or property claims, the amount or value involved;*
- (b) The importance of the matter(s) raised to the parties;*
- (c) The complexity of the matter(s);*
- (d) The difficulty or novelty of any particular point(s) raised;*
- (e) The time spent on the case;*
- (f) The manner in which work on the case was undertaken; and*
- (g) The appropriate use of resources by the parties including, where appropriate, the use of available information and communications technology.*

4. Those principles were, upon review by the First Instance Circuit of the Court, approved.² In the present case, neither party sought to suggest that those principles should not be applied here.

² *Hammad Shawabkeh v Daman Health Insurance Qatar LLC* [2017] QIC (F) 1, at paragraph 20. The decision of the Court to approve those principles was not interfered with by the Appellate Division of the Court in the same case in its judgment dated 11 September 2017, reported at [2017] QIC (A) 2.

The Parties' Submissions

5. The Claimant claims costs in the sum of USD 45,825 which comprises 70.5 hours work at an hourly rate of USD 650. Annexed to its submissions is a schedule which breaks down how those hours were spent. As to the hourly rate, the Claimant submits that this is in line with the fees charged by junior lawyers in an international firm, notwithstanding the fact that the lawyer with conduct of the present case was a lawyer of some standing (having 24 years of experience). It submits that the rate is reasonable.
6. The Claimant draws attention to various aspects of the First Defendant's behaviour. It points out that, before trial, the First Defendant had promised to pay the Claimant its fees on more than one occasion but ultimately failed to do so. It also says that the First Defendant had, during the course of the trial, made several false assertions in respect of the relationship between the parties.
7. As noted above, the First Defendant failed to file any written submissions.

Analysis

8. The Claimant is a law firm. I have, on a number of occasions now, opined that law firms that represent themselves in civil proceedings before the Court are, if awarded their reasonable costs, entitled to claim at their professional rates, subject to those rates being reasonable: see, for example, *Dentons & Co (QFC Branch) v Bin Omran Trading & Contracting LLC* [2020] QIC (C) 3 and *Pinsent Masons LLP (QFC Branch) v Al Qamra Holding Group* [2018] QIC (C) 1. I am not going to repeat the observations I have made in those cases (and others) as to the justification for this. The hourly rate charged in the present case is comparable with other cases I have dealt with and strikes me as reasonable.
9. The schedule provided by the Claimant clearly sets out the work undertaken by its lawyer. As noted above, no challenge has been made by the First Defendant in relation to the schedule or the accompanying submissions. Having reviewed the same and

bearing in mind the factors set out at paragraph 3 above, I have no hesitation in concluding that the work undertaken was reasonable, as was the time spent.

Conclusion

10. Accordingly, I am of the view that the amount claimed, namely USD 45,825, is reasonable and that the First Defendant must pay that sum to the Claimant.

By the Court,



Mr. Christopher Grout

Registrar



Representation:

Written submissions were filed by Mr. Michel Daillet of the Claimant.

The Defendant did not file any written submissions.