



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: [2023] QIC (F) 16

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

Date: 1 May 2023

CASE NO: CTFIC0008/2023

A

Claimant/Applicant

v

B

Defendant/Respondent

NOTE ON RULING

Before:

Justice Dr Rashid Al-Anezi

Justice Ali Malek KC

Justice Muna Al-Marzouqi

1. This Note is issued by the Court following a ruling on an application to appoint an arbitrator.
2. This Note solely deals with the issue of jurisdiction. As the matter relates to an arbitration, the Court has anonymised the names of the parties.
3. The facts so far as relevant are that A, a company not established within the Qatar Financial Centre, entered into a contract with B, also a company not established within the Qatar Financial Centre.
4. Law No. 2 of 2017 issuing the Law of Arbitration in Civil and Commercial Matters (the “**Arbitration Law**”) applied to the contract between the parties.
5. A applied to the Court to appoint an arbitrator, submitting that the Arbitration Law – on the basis of a discrepancy contained within article 1 of the official Arabic version of the law and the unofficial English translation of the version (a missing comma in the Arabic version of the law) – meant that neither the Court of Appeal of the State of Qatar nor this Court were the default Competent Court, and therefore the parties could choose this Court as the Competent Court.
6. Article 1 of the Arbitration Law defines “Competent Court” as follows (the official Arabic version does not contain the comma included in red, below; the unofficial English version does contain that comma):

The Civil and Commercial Arbitration Disputes Division of the Court of Appeal, or the First Instance Chamber Circuit of the Civil and Commercial Court of the Qatar Financial Centre, based on the agreement of the parties.
7. The Court first noted that the Arabic version of the law must prevail as laws of the State of Qatar are officially drafted in Arabic, and not any other language.
8. However, the Court held that the final clause of the article – viz. “*based on the agreement of the parties*” – only applies to this Court, for the following reasons:

- i. The Qatari State Courts are the default Courts in Qatar, and only special provisions specifically giving other Courts jurisdiction can have effect.
 - ii. The term “*based on the agreement of the parties*” denotes a right for both parties to agree to choose this Court, and failing agreement, the default court is the Court of Appeal of the State of Qatar.
 - iii. As neither party is a Qatar Financial Centre entity, this Court will not have jurisdiction unless both parties agree – such agreement has not been reached in this case given this dispute – and therefore the jurisdiction is vested in the Court of Appeal of the State of Qatar.
 - iv. Finally, the definition of “Competent Judge” in the Arbitration Law also has a single comma. If we were to accept the definition of Competent Court as submitted by the Applicant in this matter based on the lack of a comma in the official Arabic, the definition of “Competent Judge” would allow the parties to submit to the jurisdiction of this Court but then opt out of submitting to our Enforcement Judge which would drive a coach and horses through this Court’s ability effectively to function as a Competent Court.
9. Because it is this Court’s policy to protect the confidentiality of arbitrations, and as no point of general interest arises other than the jurisdiction issue, the Court has directed that only this note is made public.

By the Court,



Justice Rashid Al-Anezi