



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: [2024] QIC (F) 5

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

Date: 14 February 2024

CASE NO: CTFIC0073/2023

WAQAR ZAMAN

Claimant

v

MEINHARDT BIM STUDIOS LLC

1st Defendant

AND

MEINHARDT (SINGAPORE) PTE

2nd Defendant

JUDGMENT

Before:

Justice George Arestis

Justice Fritz Brand

Justice Helen Mountfield KC

Order

1. The Second Defendant's special plea that this Court lacks jurisdiction to entertain the claim against it is dismissed at this stage, and the matter should proceed to full trial. The issue of jurisdiction may be revisited at trial to be reconsidered after the full determination on the facts.
2. The costs occasioned by the Second Defendant's special plea of non-jurisdiction are to stand over for later determination.
3. The parties must write to the Court within 14 days setting out proposed trial directions, in particular, whether they require an in-person hearing or would be content if the Court so directs, to have an online hearing.

Judgment

Introduction

1. The Claimant in this matter, Mr Waqar Zaman, is a Pakistani National who at all relevant times resided in the State of Qatar. The First Defendant, Meinhardt BIM Studios LLC, is a company incorporated and licensed to do business in the Qatar Financial Centre ('QFC'). The Second Defendant, Meinhardt (Singapore) Pte is a company incorporated in the State of Singapore. While the Claimant is self-represented, the Defendants are represented by the law firm of Dr Thani Bin Ali Al-Thani.
2. This judgment is confined to a special plea raised by the Second Defendant that this Court lacks jurisdiction to entertain the Claimant's claim against it. Our reference to the background facts is therefore limited to those that are relevant to the jurisdiction issue only. Inasmuch as there are disputes of fact on the papers, at this stage, we are bound by the nature of the present proceedings to accept the Claimant's version of those facts unless they are inherently improbable or inconsistent with the documents.
3. It is common ground that the Second Defendant is the sole shareholder of the First Defendant. On 12 May 2016, the Claimant entered into a contract of employment with

the Second Defendant. He subsequently resigned from that employment with effect from 31 January 2021. But, so Claimant says, the purpose of his resignation was to facilitate a transfer to the First Defendant at the behest of the Second Defendant. As pointed out by the Claimant, his letter of resignation pertinently stated that:

I would like to tender my resignation from Meinhardt Singapore Pte Ltd -Qatar effectively from 31 January 2021. I am joining Meinhard Group's newly established entity BIM Studios LLC, as Director. Due to this, I am resigning from Meinhardt Singapore Pte Ltd – Qatar.

Immediately thereafter he entered into an employment contract with the First Defendant.

4. Broadly stated, the Claimant's claims against both Defendants are for unpaid salary since January 2022; unpaid leave and air tickets for four years; unpaid expenses; end of services benefits; and compensation for suffering and inconvenience resulting from a travel ban against him, in a total amount of QAR 1,848,920.64, which was increased in the Claimant's response to the Defendant's Statement of Defence to an amount of QAR 2,048,929.
5. The Second Defendant has pleaded that this Court lacks jurisdiction because it is incorporated in Singapore and not in the QFC.
6. In response to the lack of jurisdiction defence by the Second Defendant, the Claimant pleaded, "*the jurisdiction of this court is valid because [the first defendant] is 100% owned by [the second defendant] and Mr Omar Shahzad, Director of [First Defendant] is the Group CEO of [Second Defendant].*" In his further submissions regarding jurisdiction, the Claimant added:

1. Meinhardt Bim Studios LLC is a company registered in the QFC and Meinhardt Singapore Pte Ltd. Is a 100% shareholder of it.

2. The Director of Meinhardt BIM Studios LLC is Mr Muhammad Omar Shazad who is the Group CEO of Meinhardt Singapore Pte Ltd.

3. All the costs including fees of incorporation, hiring of the corporate secretary etc were paid by Meinhardt Singapore Ltd.

4. In terms of management and finance, Meinhardt BIM Studios is governed by Meinhardt Singapore Pte Ltd.

5. *All earnings pertaining to the Meinhardt BIM Studios LLC contracts were deposited into Meinhardt Singapore Pte Ltd's account.*
6. *Meinhardt Singapore Pte Ltd was using its bank account to settle all obligations pertaining to the Meinhardt BIM Studio LLC contracts, suppliers QFC dues, etc.*
7. *Meinhardt Singapore Pte Ltd used its bank account to pay salaries to all of Meinhardt BIM Studios LLC's employees, including myself.*
8. *Almost all of Meinhardt BIM studios LLC's employees have received end-of service rewards from Meinhardt Singapore Pte Ltd.*
9. *Since Meinhardt Bim Studios is my sponsor so Meinhardt Singapore Pte Ltd as the parent company is responsible for payment of my dues, just as they have done for all other Meinhardt BIM Studios LLC employees.*

Jurisdiction – the legal principles

7. As a creature of statute, this Court has no inherent jurisdiction. Its jurisdiction is circumscribed by article 8.3 (c) of its creating statute, the QFC Law (No. 7 of 2005), and confirmed by the identical provisions of article 9.1 of the Regulations and Procedural Rules of the Court (the '**Rules**'). Article 9.1.1 contemplates a dispute arising from contracts, arrangements or transactions between entities established within the QFC.
8. Since neither the Claimant nor the Second Defendant is currently so established, it may be said that the Court does not have jurisdiction under this article. If that is right, the same goes for articles 9.1.2 and 9.1.3, which require at least one of the parties to the dispute to be an entity established in the QFC.
9. However, article 9.1.4 of the Rules is somewhat different and somewhat wider in its scope. It provides that this Court has jurisdiction in relation to:

Civil and commercial disputes arising from transactions, contracts or arrangements taking place between entities established within the QFC and residents of the State, or entities established in the State but outside the QFC unless the parties agree otherwise.
10. Accordingly, in order for this Court to have jurisdiction, neither party to the litigation needs to be a QFC entity. As long as the dispute arises from a transaction, a contract or an arrangement where (i) one of the parties was a QFC entity, and (ii) the other resided or was established in the State of Qatar.

11. We believe our interpretation of article 9.1.4 is in accordance with the earlier judgment of this Court in *Manwara Begum and others v Gulf Insurance Group BSC* [2023] QIC (F) 34, where it was held:

As we see it, the Defendant's argument is founded on a misinterpretation of article 9.1.4 of the Rules. On a proper construction of the article, it is clear that it does not require a contract between the parties to the litigation. Where, as in the instant case, a third party derives a benefit from a contract between the Defendant and another, a dispute concerning a claim by that third party based on the contract clearly arises from that contract. Nor does the article require that the Claimant should be a resident in the State of Qatar. What it requires is that the one contracting party, other than the one established in the QFC, must reside or be incorporated in the State of Qatar, which the insured under the policy, the owner of the motor vehicle involved in the accident, clearly was. It follows that the fact the Claimants are not resident in Qatar is of no consequence.

12. In *Amberberg Ltd v Aycan Richards* [2021] QIC (F) 1 (confirmed on appeal under the same name with citation [2021] QIC (A) 3), neither the Claimant nor the defendant was a QFC entity. Nonetheless, the Claimant sought to rely on article 9.1.4 on the factual basis that it was the sole shareholder in an entity which was established in the QFC. But this Court refused to accept this argument for reasons that were succinctly summarised in the following way:

9. The Claimant is a separate legal entity. It has not explained the legal basis for its claim that, by reason of its being the sole shareholder of IFSQ, the Claimant has any right to enjoy the jurisdiction of the Court, nor has the Claimant provided any authority to support its case.

10. The Claimant is not an entity established in the State of Qatar or in the QFC. The fact that the Claimant is the sole shareholder of a QFC company does not bring it within the scope of Article 9.

Conclusion

13. It follows that insofar as the Claimant's case rests on the proposition that this Court has jurisdiction solely on the basis that the Second Defendant is the sole shareholder in a QFC entity (i.e. the First Defendant) or that the two companies are controlled by the same individual(s), its argument cannot be sustained. In the case of *Srinivas Patta and others v Meinhardt BIM Studios LLC and Meinhardt Singapore Pte Ltd* ([2022] QIC (F) 9), a more junior former employee of the First Defendant sued, as a litigant-in-person, for unpaid wages, and there was an undefended claim for summary judgment against the same parties as those in the present litigation. This Court granted summary

judgment against the First Defendant but declined to grant judgment on a summary basis against the Second Defendant on the basis that no apparent basis for the claim had been pleaded. The Court did not entirely dismiss this claim, however, but kept it open if the Claimant were to advance a factual basis for a claim against the second defendant. No such claim was advanced.

14. But the Claimant's argument goes wider than that advanced in the *Amberberg Ltd* case. It also relies on the fact that the Second Defendant has undertaken, at least by implication, to meet the obligations of the First Defendant under its contracts with third parties, including First Defendant's obligations arising from its employment contract with the Claimant. If the Claimant is able to establish that factual premise at the trial, the requirements for jurisdiction under article 9.1.4 will be established because the dispute between the Claimant and the Second Defendant will be one arising from an employment contract between a QFC entity (the First Defendant) and a resident of the State of Qatar (the Claimant).
15. The converse, of course, holds equally true. If the Claimant fails to establish the factual basis on which its argument is founded, this Court will not have jurisdiction over the Second Defendant. It follows that the jurisdiction issue can only be determined finally at the trial. But, on a prima facie basis, this Court cannot refuse to exercise jurisdiction in the dispute. It follows in our view that the costs occasioned by the lack of jurisdiction defence raised by the Second Defendant will have to stand over for determination at the trial.
16. These are the reasons for the order we propose to make.

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 the Al-Thani Law Firm (Doha, Qatar).