

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

Neutral Citation: [2025] QIC (F) 6
FINANCIAL CENTRE

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

Date: 19 January 2025

CASE NO: CTFIC0063/2024

AMIN ULLAH FAZAL GUL

Claimant

v

MEINHARDT BIM STUDIOS LLC

Defendant

JUDGMENT

Before:

Justice Fritz Brand

Order

- The Defendant, Meinhardt BIM Studios LLC, is to pay the Claimant the sum of QAR 10,000.00 forthwith, together with interest on this amount calculated at the rate of 5% per annum from 30 October 2023 until date of actual payment.
- 2. To the extent that any reasonable costs were incurred by the Claimant in pursuing this claim, he is entitled to recover those costs from the Defendant, such costs to be assessed by the Registrar if not agreed.

Judgment

- 1. This is another claim against Meinhardt BIM Studios LLC by one of its former employees for arrears of remuneration. The Claimant, Mr Amin Ullah Fazal Gul, is a Pakistani national. The Defendant is a company incorporated and licenced to do business within the Qatar Financial Centre (the 'QFC'). Because the dispute arises from a contract between an entity established in the QFC and its former employee, it falls within the jurisdiction of this Court pursuant to article 9.1.3 of the Court's Regulations and Procedural Rules (the 'Rules').
- 2. Because of the sum and issues involved, the claim was allocated by the Registrar to the Small Claims Track of this Court under Practice Direction No. 1 of 2022 (the 'Practice Direction'). It has been established by previous judgments of this Court (see Aegis Services LLC v Diamond Worldwide Trading Contracting & Services WLL [2023] QIC (F) 23) that:

We consider that where cases have been allocated to the Small Claims Track, it is important that such cases be determined as quickly and efficiently as possible and that, where as happened in this case, the matter then goes undefended, it is in keeping with the Practice Direction for the Court to go on to determine the claim, usually on the papers, without the need for any application for summary judgment to be made. This will ensure that the objective of the Practice Direction - to deal with small claims quickly and efficiently - is met.

3. Accordingly, I have decided to determine the case on the basis of the written material before me and without hearing oral evidence or argument. I am satisfied that the Defendant has been duly notified about the claim and served with the relevant material

- before me. Despite such service, the Defendant has entered no appearance in this matter. Accordingly, the allegations in the Claim Form stand uncontroverted.
- 4. According to the allegations in the Claim Form, the Claimant started his employment with the Defendant on 8 March 2020 under an employment contract between the parties (the 'Contract'). In the event, the Contract was duly terminated on 31 July 2023. At the date of termination, an amount of QAR 10,000 was admittedly owing to the Claimant by way of arrears of salary payments and other benefits. This is admitted and confirmed on behalf of the Defendant in a document titled Calculation of Final Settlement, dated 30 October 2023. Despite this acknowledgment, this amount remains unpaid. As demonstrated by the email exchanges between the parties over the intervening period of more than a year that has since lapsed, numerous demands and pleas for payment by the Claimant were met with empty promises on the part of the Defendant.
- 5. On the papers before me, the Defendant clearly has no answer to the claim. As was pointed out in previous judgments against the Defendant of a similar kind, it plainly uses the delays associated with debt collection through court proceedings to gain the advantage of what amounts to an interest free loan at the expense of causing financial prejudice, inconvenience and distress to its former employees. Frustrating as the situation may be, the only remedy available to the Claimant seems to lie in an award of interest to compensate him for the use of the money owing to him of which he has been deprived by the Defendant.
- 6. For these reasons, judgment is awarded in the sum of QAR 10,000 together with interest on this amount, calculated at the rate of 5% per annum from 30 October 2023 to date of payment. The Defendant must also pay the reasonable costs incurred, if any, by the Claimant in bringing this claim, to be assessed by the Registrar if not agreed between the parties.

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 did not appear and was not represented.