

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

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

4th August 2016

CASE NO: 06/2016

PROTECH SOLUTIONS LLC

Claimant

v

MOHD RASHID AL SHOROUQI

Defendant

JUDGMENT

Members of the Court:

Justice Robertson

Justice Al Sayed

Justice Kirkham

ORDER

Having accepted jurisdiction in this matter, the Court determines:

1. The application for Summary Judgment is granted;
2. The sum of QAR 2,752,000 is owed to the Claimant by the Defendant which the Defendant must pay to the Claimant forthwith; and
3. The Defendant is to pay the Claimant's reasonable costs in the case, such reasonable costs to be assessed by the Registrar.

JUDGMENT

1. The Claimant is a company established in the Qatar Financial Centre ("QFC") pursuant to the laws and regulations of the QFC.
2. At all material times the Defendant was, and so far as the Court is aware, remains an individual who is resident in the State of Qatar.
3. By virtue of a Claim Form, issued by the Registry on behalf of the Court on the 22 June 2016, the Claimant alleged that it and the Defendant had entered into a "property transaction". Pursuant to that transaction, the Defendant was said to have provided the Claimant with a cheque in the amount of QAR 2,752,000 (two million, seven hundred and fifty two thousand Qatar Riyals). The Claimant avers that the signature on the cheque, purporting to be that of the Defendant's, is "incorrect" and that the Claimant has been unable to cash the cheque as a result.
4. Exhibited to the Claim Form was a cheque dated 11 August 2016. It was made out to Melvin Mathew, the CEO of the Claimant, in the sum claimed. The name of the Account Holder on the cheque was MOHD RASHID M AI SHOROUQI and a signature was provided in the designated space. The cheque contained other details

including the name and address of the bank, the cheque number and the account number.

5. In addition, the Claimant supplied evidence from Doha Bank in the form of a notification from the bank entitled (in Arabic) "Notification of rejected cheque". The notification contained details which corresponded with the details of the cheque referred to in the preceding paragraph of this judgment. The notification stated (again in Arabic) that the reason the cheque was rejected was because "the signature [on the cheque] did not match that of the account holder".
6. Finally, the Claimant exhibited two screenshots, from the mobile phone belonging to the CEO, which was said to evidence an acknowledgement from the Defendant that the signature on the cheque was inaccurate and that a new cheque would be provided. The relevant parts of the exchange (seemingly between the CEO and the Defendant) read as follows:

Mr Mathew: "Hi Mohd. I understand you are busy. Can you pls call me as chq returned."

Defendant: "I apologise bro...I got sms from Bank signature not verified...I'll send for your accountant a new cheque by Sunday before I leave..."

Then, later:

Mr Mathew: "Dear Mohd. Will appreciate if you can prepare a cheque and I can get someone to collect it from you. Or we can also pick it up from the flower shop if you can send it with your PRO."

Defendant: "I will bro."

7. On the 23 June 2016 the Claimant notified the Registrar, as it was required to do pursuant to Article 18.5 of the Court's Regulations and Procedural Rules ("the Rules"), that the Claim Form was delivered to the Defendant's residence at 5:45pm on the 22 June. An acknowledgement of receipt was also filed which contained the signature of the receiver and the date, but no name.
8. Thereafter, and in accordance with Articles 19 and 20 of the Rules, the Defendant had 14 days to notify the Registrar and the Claimant that he intended to contest the jurisdiction of the Court or 28 days to file and serve a defence or an admission to the claim.
9. On the 27 July, in the absence of any communication from the Defendant (either with the Claimant or the Court), the Claimant submitted an application for Summary Judgment to be entered in its favour in accordance with Article 22.6 of the Rules. The Registrar directed that the Claimant serve a copy of the application on the Defendant. The matter was then referred to the Court.
10. On the 28 July, the Court directed that the Claimant was to file a witness statement detailing the issue of service vis-à-vis the Claim Form and the application for Summary Judgment.
11. On the 1 August, the Claimant filed a witness statement, dated the 31 July 2016, from a Mr Daryl Lagos, an employee of the Claimant. Mr Lagos explained, amongst other things, that he was tasked to deliver the "claim documents" to the residence of the Defendant. He stated that the claim form was received at the gate of the residence of the Defendant by a "house boy/driver" at 5:45pm on 22 June. He added that the documents were taken inside the residence and signed for.
12. Insofar as the application for summary judgment is concerned, Mr Lagos stated that it was again delivered to the residence of the Defendant but, on this occasion, the Defendant took personal delivery of it. The name signed on the acknowledgment form was not, however, the name of the Defendant but another. This was said to have occurred at 2:25pm on the 28 July.

13. The Court sought further clarification as to what documents had been served on behalf of the Claimant on the 22 June. The Claimant filed an additional witness statement, again of Mr Lagos, dated the 2 August. It annexed a copy of the documents which had been served on the 22 June. These comprised the Claim Form plus the three exhibits referred to at paragraphs 4-6 above.

Decision

14. Having considered the unchallenged evidence of the Claimant, the Court is satisfied that the Claimant and Defendant entered into a property transaction which involved the Defendant paying the Claimant the sum of QAR 2,752,000. This the Defendant purported to do when he presented the Claimant with the cheque described at paragraph 4 above.

15. That the cheque was not honoured is evidenced not only by the Claimant's assertions contained within the Claim Form and application for Summary Judgment but also by the notification slip from Doha Bank described at paragraph 5 above.

16. In addition, the Defendant appears to explicitly acknowledge, through the SMS conversation detailed at paragraph 6 above, that the cheque was not honoured. The Defendant goes further by stating that a new cheque would be sent to the Claimant's accountant. This, it appears, never happened. When pressed by the CEO of the Claimant, the Defendant again intimated that he would prepare a cheque for collection. Nothing, however, was forthcoming.

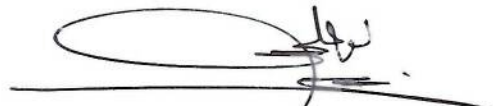
17. The Court is mindful of the fact that the Defendant has not taken part in these proceedings. It would appear that the Defendant has deliberately chosen not to do so.

18. Irrespective of whether that is in fact the case, the Court is satisfied that, based upon the witness statements of Mr Lagos, the Defendant has been served with the Claim Form and exhibits (in accordance with Article 18 of the Rules) and the application for Summary Judgment (in accordance with the directions of the Registrar and Article 14 of the Rules). On the latter occasion, the witness statement of Mr Lagos states that the application for Summary Judgment was personally received by the Defendant at his residence.

19. The Court is satisfied, having read and considered all the documents put before it, that the Claimant has established that there was an agreement between it and the Defendant. Pursuant to that agreement the Defendant agreed to pay the Claimant the sum of QAR 2,752,000. Payment was made by cheque but the cheque was not honoured by the bank. The Defendant acknowledged the same and indicated he would take steps to remedy the matter by issuing a new cheque. He failed to do so. The debt accordingly remains outstanding.

20. The Court concludes that, in all the circumstances, it is in the interests of justice to proceed to Summary Judgment in accordance with Article 22.6 of the Rules. The Claimant is entitled to the sum claimed and to its reasonable costs which are to be assessed by the Registrar.

By the Court,



Justice Hassan Al Sayed



Representation:

For the Claimant: Mr Melvin Mathew (CEO of the Claimant)

The Defendant was not represented and made no representations.