

**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**

19 February 2018

**CASE No: 10/2017**

**DENTONS AND CO (QFC BRANCH)**

**Claimant**

**v**

**SERCO BPO SERVICES FZ-LLC**

**Defendant**

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**JUDGMENT**

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**Members of the Court:**

**Justice Robertson  
Justice Kirkham  
Justice Hamilton**

## **ORDER**

Having accepted jurisdiction in this matter, the Court determines:

1. That the application for summary judgment is granted; and
2. The sum of US\$ 19,375 is owed to the Claimant by the Defendant which the Defendant must pay to the Claimant forthwith.

## **JUDGMENT**

### **Introduction**

1. The Claimant, Dentons & Co (QFC Branch), is a law firm established in the Qatar Financial Centre ('QFC').
2. The Defendant, Serco BPO Services FZ-LCC, is based in Dubai in the United Arab Emirates.
3. By virtue of a Claim Form, issued by the Registry on behalf of the Court on the 1 October 2017, the Claimant made a claim in respect of four unpaid invoices and interest.
4. The four invoices were as follows:
  - (a) 35005470, dated 2 February 2016, for US\$ 15,045.50;
  - (b) 35004875, dated 30 April 2015, for US\$ 3,028.50;
  - (c) 35005519, dated 29 February 2016, for US\$ 525.00; and
  - (d) 35005472, dated 3 February 2016, for US\$ 776.00

5. An application for summary judgment was filed on the 8 January 2018 for US\$ 19,375 i.e. the principal sum.
6. The Court is satisfied that all pleadings and documents filed with the Court have been served on the Defendant. The Defendant, however, has not sought to defend the claim or oppose the application for summary judgment. Indeed, the Defendant has not communicated at all with the Court throughout these proceedings.

### **Documents Filed**

7. As part of the documents relied upon by the Claimant, the Court has had sight of a document, dated 22 January 2015, sent from the Claimant to the Defendant, that document being the Claimant's Letter of Engagement which concerned establishing a limited liability company in Qatar. The Claimant's Terms of Business were also enclosed. The Terms of Business made clear that the Claimant will bill on a monthly basis and that invoices, which would be issued in US\$, are payable within 30 days.
8. The four invoices listed above were also provided as well as a narrative relating to each of them. All are said to relate to advising in relation to a contract and setting up a company in Qatar.

### **Agreed Terms of Business**

9. The Claimant's Terms of Business are dated June 2014:
  - (a) Paragraph 15, relating to fees, refers to the Letter of Engagement.
  - (b) Para 17 provides that "Our invoices are payable when delivered on the terms set out in the Letter [of Engagement]...."

- (c) Paragraphs 45 and 46 deal with the governing law and dispute resolution. Paragraph 45 refers to the relevant Location Terms. Paragraph 46 provides that the Claimant may at its sole option choose arbitration for any dispute; that option is not available to the Defendant.
- (d) Paragraphs 79 to 83 (of Section F of the Terms of Business) are Location Terms for Qatar.
- (e) Paragraph 79 makes clear that the aforementioned Section F applies to the Claimant's legal practice in Doha.
- (f) Paragraph 83 provides that the rules of the QFC govern the agreements and arrangements between the Claimant and the Defendant. Furthermore, it states that the Claimant and the Defendant each agree to submit to the exclusive jurisdiction of the QFC Courts.

### **Jurisdiction**

- 10. The Court is satisfied that, in accordance with the provisions of the QFC Law, it has the jurisdiction to determine this matter.

### **Summary Judgment**

- 11. Article 22.6 of the Regulations and Procedural Rules of the Court ('the Rules') permits the Court to give summary judgment.
- 12. The Court is satisfied that the application for summary judgment has been served on the Defendant.
- 13. In its application for summary judgment, the Claimant seeks an order for payment of US\$ 19,375, i.e. only the principal sum.
- 14. 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 therefore entitled to recover the principle sum claimed from the Defendant.

By the Court,

  
Justice Bruce Robertson



**Representation:**

The Court considered the application for summary judgment on the papers, i.e. without an oral hearing. Representations were filed by the Claimant; the Defendant did not file anything in response.