

**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: 09/2017

DENTONS AND CO (QFC BRANCH)

Claimant

v

ENCRYPTICS HOLDING INC

Defendant

JUDGMENT

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\$ 11,934.99 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, Encryptics Holding Inc, is based in Wilmington, Delaware, in the United States of America.
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 three unpaid invoices and interest.
4. The three invoices were as follows:
 - (a) 35005753, dated 31 May 2016, for US\$ 2,000
 - (b) 35005512, dated 29 February 2016, for US\$ 3,825
 - (c) 35005433, dated 27 January 2016, for US\$ 4,000
5. The Claimant claimed interest pursuant to paragraph 69 of its Terms of Business.
6. An application for summary judgment was filed on the 8 January 2018 for US\$ 11,934.99, i.e. the principal sum of US\$ 9,825 plus interest.

7. 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

8. As part of the documents relied upon by the Claimant, the Court has had sight of a document, dated 26 January 2015, which appears to be the certificate of incorporation of the Defendant in the State of Delaware and its Articles. The Court has also seen a document, dated the 13 December 2015, sent from the Claimant to the Defendant, that document being the Claimant's Letter of Engagement, attaching its Terms of Business, dated September 2015. The letter makes clear that invoices are payable within 15 days. It was submitted by the Claimant that that letter relates to invoices 35005512 and 35005433.
9. In addition, the Court was provided with the following:
 - (a) Dated 27 January 2016, invoice 35005433, plus narrative, for US\$ 4,000, for advice in December 2015 about agency agreement termination;
 - (b) Dated 29 February 2016, invoice 35005512, plus narrative, for US\$ 3,825, for advice in January and February 2016 about agency agreement termination;
 - (c) Dated May 2016, an exchange of emails regarding work by the Claimant on contracts for employees of the Defendant's Qatar entity;
 - (d) Dated 12 May 2016, an email letter of engagement from the Claimant to the Defendant offering a fee of US\$ 2,000 for work on local employee contracts (said to relate to invoice 35005733);

- (e) Dated 31 May 2016, a letter from the Claimant to the Defendant regarding outstanding invoices 35005433 and 35005512;
- (f) Dated 31 May 2016, invoice 35005753 for US\$ 2,000 plus narrative; and
- (g) Dated 6 June 2016, a letter from the Claimant to the Defendant enclosing invoice 35005735.

Agreed Terms of Business

10. The relevant provisions of the agreed Terms of Business are as follows:
- (a) Paragraph 15, relating to fees, refers to the Letter of Engagement and notes that fees may be adjusted;
 - (b) Paragraph 17 provides that “Our invoices are payable when delivered on the terms set out in the Letter [of Engagement]...”. In this case, the letter dated 13 December 2015, relevant to two of the invoices, states that invoices are payable within 15 days;
 - (c) Paragraphs 46 and 47 deal with governing law and dispute resolution. Paragraph 46 refers to the relevant Location Terms. Paragraph 47 provides that the Claimant may, at its sole option, choose arbitration for any dispute; that option is not available to the Defendant;
 - (d) Section D of the Terms, paragraphs 67 to 71, are Location Terms for Qatar;
 - (e) Paragraph 67 makes clear that Section D applies to the Claimant’s legal practice in Doha;

(f) Paragraph 69 provides “We may charge you interest or a compensatory fee on any invoice not paid within one month after delivery. Interest or the compensatory fee will accrue daily on any unpaid amounts at the rate of 15% per annum and is payable on demand.”

(g) Paragraph 71 provides that the rules of the QFC govern the agreements and arrangements between the Claimant and Defendant. It states that the Claimant and Defendant each agree to submit to the exclusive jurisdiction of the QFC Courts.

Jurisdiction

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

Summary Judgment

12. Article 22.6 of the Regulations and Procedural Rules of the Court (‘the Rules’) permits the Court to give summary judgment.

13. The Court is satisfied that the application for summary judgment has been served on the Defendant.

14. In its application for summary judgment, the Claimant seeks an order for payment of US\$ 11,934.99, i.e. the principal sum plus interest.

15. 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 aforementioned sum 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.