



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: [2020] QIC (F) 3

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

24 March 2020

CASE No. CTFIC1009/2019

BADRI AND SALIM ELMEOUCHI LLP

Claimant

v

DATA MANAGERS INTERNATIONAL LIMITED

Defendant

JUDGMENT

Members of the Court

Justice Frances Kirkham

Justice Fritz Brand

Justice Helen Mountfield QC

ORDER

1. The Defendant must pay the Claimant the sum of US\$ 11,253.35 within 14 days of the date of this judgment.
2. The Defendant must pay the Claimant its reasonable costs of the proceedings, such costs to be assessed by the Registrar if not agreed.

JUDGMENT

3. The Claimant is a law firm. In these proceedings it claims that the Defendant owes it US\$ 9,823.35 in unpaid fees for services said to have been rendered to the Defendant in 2016 and 2017.
4. The Claimant claims payment of four invoices:
 - 6 March 2017: US\$ 2,750.00
 - 15 March 2017: US\$ 6,125.00
 - 20 March 2017: US\$ 836.78
 - 20 March 2017: US\$ 111.57
 - Total US\$ 9,823.35
5. The Claimant claims payment of interest on those sums and also general damages.
6. The Defendant denies liability and requests both an explanation of the Claimant's accounting and US\$ 30,000 in respect of the Claimant's "lack of professionalism".
7. On 6 February 2020 the Court gave judgment in these proceedings on the question of jurisdiction. For the reasons given, the Court concluded that it had jurisdiction to deal with this claim and made an order accordingly.
8. This judgment deals with the Claimant's substantive claim for payment.

9. The parties have agreed that the Court may proceed to decide, on the basis only of the written submissions and the documents which the parties have filed at Court, and without a hearing, whether or not the Claimant is entitled to succeed in its claim for payment. The Court has concluded that it is possible to reach a decision as to the merits of the Claimant's claim without an oral hearing, and so proceeds to deliver this judgment and make the order for payment on the basis of those written submissions and filed documents.
10. On 20 January 2016 the Claimant sent the Defendant a letter of engagement containing its fee proposal. The Defendant replied on 11 February 2016 accepting that proposal. This exchange identified the services which the Claimant was to provide and established the fee payable for those services.
11. The Defendant does not deny that it engaged the Claimant to undertake the services, nor does it deny that it agreed the fees which the Claimant had proposed.
12. The Claimant undertook work in 2016 and 2017. It ceased work on 25 September 2017 because the Defendant had not paid its fees.
13. The Claimant's case is that it performed the services it had agreed to provide. The Defendant does not expressly or by implication deny that the Claimant carried out those services.
14. The Defendant's case is that it is not liable to pay the fees for the following reasons.
15. The Defendant alleges that work was undertaken by trainees and criticises the Claimant's ethical and professional standards. The Claimant answers this allegation by contending that trainees were supervised by partners. The Defendant has not provided any evidence to suggest any shortfall or failure in the quality of the services provided by the Claimant whether carried out by trainees or others. The Defendant has not alleged, for example, that the Claimant had invoiced inappropriately for work in fact undertaken by trainees.

16. The Defendant contends that the Claimant's approach to invoicing and accounting was muddled, with many discrepancies. It appears that the Claimant responded to a request by the Defendant to issue credit notes and issue fresh invoices. Later, the Defendant wrote, by letter dated 5 January 2018, asking for clarification of accounting matters and complaining that many different people had worked on its matters, most of them trainees. The Defendant's allegation that the Claimant did not respond to that letter appears to be incorrect: the Claimant appears to have responded, by its email dated 21 March 2018. In any event, the Defendant has not provided any particulars of any accounting discrepancy, nor has it suggested that it suffered any loss or injury as a result of any discrepancy.
17. The Defendant has not demonstrated any defence to the Claimant's claim for payment of its invoices.
18. The Court rejects the Claimant's claim for general damages in respect of what it describes as damages for "*time, energy and resources wasted*" in dealing with this claim. The claim is a straightforward claim for payment of a debt. The Claimant has not demonstrated any loss or injury for which an award of damages would be appropriate.
19. The Defendant has not provided any evidence to show that there are outstanding accounting discrepancies or that the Claimant has not responded to any queries raised by the Defendant. Accordingly, the Court rejects the Defendant's claim for an explanation of the Claimant's accounting.
20. The Court also rejects the Defendant's claim for damages of US\$ 30,000 for the Claimant's "*lack of professionalism*". There is no evidence to support the allegation that the Claimant failed to act professionally nor is there any evidence to suggest that the Defendant has suffered any loss or damage of any sort.
21. The Claimant claims interest on the unpaid invoices, at the rate of 12% per annum. The Defendant has not denied that there is an entitlement to interest on the unpaid sums. The Court considers that interest should be awarded at 5% per annum, this reflecting

the average rate charged by banks in Qatar to their customers. The Court awards US\$ 1,430 in interest.

22. The Defendant must therefore pay the US\$ 9,823.35 plus US\$ 1,430 a total of US\$ 11,253.35. That sum must be paid within 14 days from the date of this judgment and order.

23. There is no reason to depart from the normal rule that an unsuccessful party should pay a successful party's costs. Accordingly, the Court orders the Defendant to pay the Claimant its costs of these proceedings (including the costs relevant to the jurisdiction issue) such costs to be determined by the Registrar if not agreed.

By the Court,



Justice Helen Mountfield

