



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: [2022] QIC (F) 16

IN THE QATAR INTERNATIONAL COURT
FIRST INSTANCE CIRCUIT

Date: 28 August 2022

CASE NO: CTFIC0025/2022

DILIP KUMAR KUNDU

Claimant

v

MEINHARDT BIM STUDIOS LLC

Defendant

CASE No: CTFIC0028/2022

KAREN ALAGAD

Claimant

v

MEINHARDT BIM STUDIOS LLC

Defendant

JUDGMENT

Before:

Justice Bruce Robertson

Justice George Arestis

Justice Fritz Brand

ORDER

1. Meinhardt Bim Studios LLC is to pay the following sums forthwith:
 - (a) QAR 33,000 to Mr. Dilip Kumar Kundu
 - (b) QAR 15, 432 to Ms. Karen Alagad

2. To the extent that any reasonable costs were incurred by either Claimant in pursuing these claims, they are each entitled to recover those costs from the Defendant, such costs to be assessed by the Registrar if not agreed.

JUDGMENT

Introduction

1. This judgment deals with two separate cases which the Court has decided to hear and determine together because of the common parties and issues involved. Each of the two Claimants brings a claim for unpaid salary and associated allowances owed to them, it is said, by Meinhardt Bim Studios LLC which is a company incorporated and licensed in the Qatar Financial Centre.

2. Because of the sums involved, both claims were allocated, by the Registrar, to the Small Claims Track of the Qatar International Court and each claim has followed the streamlined procedure set out in Practice Direction No. 1 of 2022. In accordance with that Practice Direction, the Court has decided to determine the cases on the basis of the written materials provided and without an oral hearing. The Court is satisfied that the Defendant has been duly served with the relevant materials because, in each case, the Defendant has acknowledged service and has stated that it does not dispute the sums claimed.

The Claims

Dilip Kumar Kundu

3. In his claim form, dated 22 June 2022, Mr. Kundu explains that he started working for the Defendant on 14 November 2018 and left on 31 May 2020. At the time of his departure from the company he was owed QAR 33,000 in unpaid salary and allowances. Despite repeated requests for payment, all Mr. Kundu received from the Defendant were promises to pay. Mr. Kundu attached various documents to his claim form, including his offer letter, resignation email, settlement papers, and numerous emails to the Defendant pleading for the sums to be paid.
4. After the claim form had been issued by the Court, the Defendant, through its HR & Admin Coordinator, Mr. Apostol, wrote to the Court on 3 July 2022. That communication said, in relevant part, that

“We do not have any objection to the figures of his claims, but we plead to give us more time to settle our liability.”

5. In light of this concession, we are satisfied that Mr. Kundu has made out his claim and is entitled to judgment in his favour.

Karen Alagad

6. In her claim form, dated 25 July 2022, Ms. Alagad explains that she was employed by the Defendant as a BIM Coordinator from the 7 June 2020. She resigned a few days prior to the completion of her three-month probation period on account of the fact that the Defendant was not paying its employees on time. The final settlement amount due and owing to Ms. Alagad was QAR 15,432. Despite repeated requests, payment has not been forthcoming. Ms. Alagad attached various documents to her claim form, including the signed settlement agreement and various emails between herself and the Defendant chasing payment.
7. After the claim form had been issued by the Court, the Defendant, through its HR & Admin Coordinator, Mr. Apostol, wrote to the Court on 2 August 2022. That communication said, in relevant part, that

“This is to acknowledge the receipt of your email reference to Small Claims (Case No CTFIC0028/2022) filed under QICDRC on 25th July 2022.

We have no objection to her claims.”

8. In light of this concession, we are satisfied that Ms. Alagad has made out her claim and is entitled to judgment in her favour.

Conclusion

9. For the reasons given above, judgment is awarded in the sum of QAR 33,000 to Mr. Kundu and QAR 15,432 to Ms. Alagad. The Defendant must also pay the reasonable costs incurred, if any, in bringing these claims. Those sums are to be paid by the Defendant to the Claimants forthwith.

By the Court,

[signed]

Justice Bruce Robertson



A signed copy of this Judgment has been filed with the Registry.

Representation:

Each of the Claimants was self-represented.

The Defendant was not represented and did not file any submissions over and above the admissions referred to in the judgment.