



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: [2024] QIC (F) 36

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

Date: 4 August 2024

CASE NO: CTFIC0071/2023

AMBERBERG LIMITED

Claimant/Applicant

v

PRIME FINANCIAL SOLUTIONS LLC

1st Defendant

AND

THOMAS FEWTRELL

2nd Defendant

AND

NIGEL PERERA

3rd Defendant

AND

SOUAD NASSER GHAZI

4th Defendant

AND

~~REMY ABBOUD~~

5th Defendant

AND

~~MARC REAIDI~~

6th Defendant

AND

INTERNATIONAL BUSINESS DEVELOPMENT GROUP WLL

7th Defendant

AND

~~QATAR GENERAL INSURANCE & REINSURANCE COMPANY QPSC~~

8th Defendant

JUDGMENT

Before:

Justice Fritz Brand

Order

1. The application for permission to seek the stay or revocation of the Security for Costs Order made by this Court against the Applicant in terms of the judgment of this Court in [2024] QIC (F) 23 and confirmed in [2024] QIC (F) 27, is refused.

Judgment

1. On 5 June 2024, the Applicant was made the subject of a Litigation Restraint Order ('**LRO**'). Under the terms of the LRO, the Applicant is precluded from making any claims or applications – whether fresh cases or within extant cases – without permission.
2. On 31 July 2024, by way of an Application Notice, the Applicant sought permission to commence an application (the '**Application**') within *Amberberg Limited v Prime Financial Solutions LLC and others* (CTFIC0071/2023). This was the second such application under the LRO, the previous one having been refused on 31 July 2024 itself.
3. The relief which the Applicant intends to seek in the proposed Application is the following:
 - i. That the Security for Costs Order made by this Court against the Applicant in [2024] QIC (F) 23 on 28 May 2024 and confirmed in [2024] QIC (F) 27 on 21 July 2024, be stayed pending the determination of the application envisaged in
 - ii. That the Security for Costs Order be amended or revoked if the Court is satisfied that either (a) "*the contractual agreement*" between the First Defendant and its Third Party Insurer, or (b) the First Defendant's "*contractual agreement*" in relation to indemnity with the Applicant made with effective date 6 June 2021,

be enforced for purposes of the Security for Costs Order, have a bearing on the allocation of costs against the Applicant

- iii. That in the event of (i) or (ii) being satisfied, further directions be provided in the satellite matter.
4. Pursuant to the Security for Costs Order in terms of [2024] QIC (F) 23 the Applicant is compelled to provide security for the 2nd and 3rd Defendants' costs in the main case, CTFIC0071/2023. On 11 June 2024 the Applicant brought an application that the Security for Costs Order be stayed for six months "*whilst the funds are being raised.*" That application was refused in [2024] QIC (F) 27. On 21 July 2024, pursuant to the order of the Registrar, the Applicant was ordered to pay Security for Costs in the sum of GBP 144,000 in three tranches: GBP 50,000 no later than 16.00 on 31 July 2024, GBP 50,000 no later than 31 August 2024, and GBP 44,000 no later than 30 September 2024. As at the date of this judgment, the first tranche had not been paid.
5. The Application is founded on two pillars of hope. Firstly, that the Applicant will be successful in its claim based on an indemnity provision in the contract between the Applicant and the First Defendant in the main proceedings and, secondly, in its claim based on a third-party liability insurance policy in favour of the First Defendant.
6. As I see it, the Application has no prospects of success. I can think of no reason why the Court would compel the 2nd and 3rd Defendants to rely on the two pillars of hope instead of the Security Costs Order already granted in their favour. In the end, the Application appears to be no more than the stay application refused in [2024] QIC (F) 27 in another guise. As to the application contemplated in 3(ii), I can think of no reason that either one of the pillars of hope will have any bearing on a costs order against the Applicant in favour of the 2nd and 3rd Defendants.
7. These are the essential reasons for holding that the Application for leave sought should be refused.

By the Court,



[signed]

Justice Fritz Brand

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

Representation

The Claimant was self-represented.