



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: [2021] QIC (F) 23

**IN THE QATAR INTERNATIONAL COURT
FIRST INSTANCE CIRCUIT**

14 September 2021

CASE No. 13 of 2020

MOHAMED ABDULAZIZ MOHAMED ALI AL EMADI

Claimant

v

HORIZON CRESCENT WEALTH LLC

Defendant

JUDGMENT

Before:

Justice Arthur Hamilton

Justice Fritz Brand

Justice Helen Mountfield QC

ORDER

1. The Defendant shall, within 30 days of the issue of this Judgment, pay to the Claimant the sum of QAR 4,292,000.
2. The Defendant shall, within the same period, pay to the Claimant the sum of QAR 495,000 in respect of pre-judgment interest on the above sum.
3. In the event of the Defendant failing to pay the said sum of QAR 4,292,000 in full within the above period, the Defendant shall further pay to the Claimant interest on any outstanding amount at the rate of 6 per cent per annum from the close of that period until payment.
4. The application for summary judgment in so far as relating to guaranteed bonus and to contractual expenses is refused.
5. The Defendant shall pay to the Claimant his reasonable costs incurred in pursuing this action up to the date of this judgment (in so far as not already dealt with), these costs if not agreed to be assessed by the Registrar.

JUDGMENT

1. In this action the Claimant seeks payment from the Defendant of certain unpaid sums said to be due by it to him by reason of an employment arrangement between them, together with interest on these sums. The Claimant is, and at all material times was, a Qatari national and prominent businessman. The Defendant is a limited liability company established in the Qatar Financial Centre (“the QFC”). It was from 4 February 2015 until 27 March 2018 licensed, under its present or its former name (“Crescent Wealth LLC”), to carry on in the QFC business by way of trust administration. On the latter date that licence was withdrawn.
2. The claim is based on a contract said to have been entered into orally on 22 March 2015 between the Claimant and a Robert Sharratt, then one of the Defendant’s directors and acting on its behalf. The following express terms are said to have been then agreed:

- “(1) The Claimant would be employed as the Defendant’s Deputy Chairman for an indefinite period from 1 July 2015.
 - (2) The Defendant would pay to the Claimant QAR 148,000 per month (comprising a salary of QAR 120,000 and a car and housing allowance of QAR 28,000) (the Base Salary”) and a guaranteed bonus of US\$ 500,000 per year (“the Bonus”).
 - (3) Any expenses reasonably incurred by the Claimant during the course of his employment would be reimbursed by the Defendant (“Expenses”).
3. The claim form was filed and served on or about 26 July 2020. After being granted an extension of time to file a defence, the Defendant ultimately filed a letter dated 6 September 2020 by its lawyers to the Registrar of the Court setting out its position in response to the claim. That letter, notwithstanding its informality, has been treated as its defence to the claim form. Sundry procedure followed. On 23 December 2020 this Court, following an application by the Claimant, delivered a judgment (reported at [2020] QIC (F) 18), in which it ordered, among other things, that the Defendant provide certain specified information. The Defendant did not comply with that order. On 17 May 2021 this Court, on a further application by the Claimant, delivered a judgment (reported at [2021] QIC (F) 12), in which it ordered, among other things, that the defence formulated in the statement of defence dated 6 September 2020 be struck out. The Claimant has now filed and served an application for summary judgment against the Defendant for his whole claims against it. No opposition to that application has been filed.
4. In support of this application the Claimant has filed and served a witness statement together with documentary exhibits. In that statement the Claimant narrates the circumstances and terms of the oral contract upon which his claims are based. His claim for unpaid Basic Salary is now restricted to the period from October 2015 to March 2018. In support of that restricted claim the Claimant has filed and served bank statements which record that his account with Qatar National Bank was in each of the months of August, September, October and November 2015 credited with sums paid

into it from an account in the name of Mr Sharratt. The sums vary to some extent but the Claimant in his witness statement explains that these differences arise because the payments were made in US dollars and converted to Qatari Rials at the different rates of exchange applying from time to time. They are consistent with payment having been made by or on behalf of the Defendant in each of these months in furtherance of an obligation to pay the Basic Salary of QAR 148,000 per month. The Claimant also relies on a letter dated 8 October 2015 on Crescent Wealth LLC's notepaper apparently signed by Mr Sharratt addressed to First Finance Company in Doha. This purports to be a certification by him that the Claimant had been employed by the Defendant as Chairman since 1 July 2015. It continues: "His monthly earnings are QAR 148,000, basic QAR 120,000 and QR 28,000 for special allowances (housing and car allowance)." The Claimant, in his witness statement, narrates that this letter was provided in support of a loan which he was then seeking for the purpose of buying a new car.

5. No documentary material is exhibited in support of the Bonus. A schedule of Expenses has been filed and served, together with certain vouchers.
6. Article 22.6 of this Court's Regulations and Procedural Rules provides:

"The Court may, if it considers that justice so requires, give summary judgment on a claim..."

Paragraph 3 of Practice Direction 2/2019 provides:

"The Court may give summary judgment against a...defendant on the whole or part of a claim....if-

(a) It considers that-

....

(ii) the defendant to the claim...has no prospect of successfully defending the claim...; and

(b) there is no other compelling reason why the case ...should be disposed of at a trial."

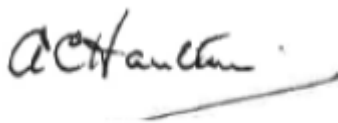
7. The procedure for summary judgment differs from any procedure by way of judgment by default in that the former involves a measure of judicial scrutiny. Thus, the circumstance that an action is, or has become, undefended does not of itself entitle a claimant to obtain summary judgment. Recent examples of cases where the Court has, in undefended actions, granted summary judgment for part of a claim but refused it for another part include *Bank Audi Company LLC v Classical Palace Trading & Decoration* [2020] QIC (F) 19 and *Bank Audi LLC v New Horizon Contracting and Maintenance WLL and Others* [2021] QIC (F) 9. The refusal of summary judgment, in whole or in part, does not preclude a claimant from pursuing at trial, if he thinks fit, any claims which have been so refused.
8. The Court invited parties to indicate whether or not they were content that this application be dealt with on the papers, that is, without an oral hearing. The Claimant responded that he was so content. The Defendant failed to respond. In these circumstances the Court has addressed and determined the matter on the papers.
9. We are satisfied that justice requires that summary judgment be granted for unpaid sums in respect of the Basic Salary. Although the contract is not itself recorded in writing, the existence of an employment contract between the Claimant and the Defendant is supported by the letter of 8 October 2015, which also supports entitlement to monthly earnings under it of QAR 148,000. The bank statements exhibited support payment of such earnings having been made over a period of four months but of non-payment thereafter. The documentation does not identify any fixed duration for the employment, but the nature of the engagement was such that it is likely that it was indefinite, subject to implied terms that it could be terminated by either party on reasonable notice and would be automatically terminated if the Defendant's business ceased to operate in Qatar. It did so cease in March 2018. There is nothing to suggest that it was terminated earlier. Nor is there anything to suggest that any payments of Basic Salary were made after the four initial months.
10. On the other hand, there is no documentary support for the narration in the Claimant's witness statement that the Defendant agreed to pay him the Bonus claimed. What is claimed is a "guaranteed bonus" of US\$ 500,000 per year, a substantial sum. In employment law a "bonus" is ordinarily dependent on extraordinary performance by

the employee himself or on extraordinary results achieved by the employer. There is no suggestion here of extraordinary performance or of extraordinary results. The concept of a “guaranteed” bonus, in the sense of one not dependent on either of these factors, is not unknown in employment law but, ordinarily, reflects some special circumstance such as compensation to a new employee for the loss of bonus which he would have received had he not left his previous employment to join his new employer. There is nothing to suggest that any such special circumstance occurred here. Further, such guaranteed bonus is ordinarily payable only for the first year of the new employment. In these circumstances, and having regard to the amount claimed, we are not satisfied that justice requires us, on the basis of a single witness statement, to grant summary judgment for the bonus claimed. We are not persuaded by the Claimant’s written submission that preparedness by the Court to grant summary judgment for the Basic Salary should lead also to its granting summary judgment for the Bonus.

11. The Claimant also seeks payment in respect of expenses. There are exhibited vouchers for certain payments made by the Claimant. These relate to the costs of air travel to and accommodation in Kuwait in June 2017, of air travel to and accommodation in London in August 2017, of air travel to and accommodation in Oman in January 2018 and for unspecified services to a travel agent in Qatar in October 2018. The first three of these relate to the last few months prior to the Defendant’s licence being withdrawn; the last is dated some seven months after the termination of the Claimant’s employment. While it is not doubted that the Claimant incurred these expenses, these do not themselves (unsurprisingly) vouch that the travel and accommodation paid for was incurred, and reasonably incurred, in the course of the Claimant’s employment with the Defendant, namely, in furtherance of the Defendant’s business. One of the largest items (QAR 51,510 on air travel from Doha to London and back) appears to have been incurred not only for the Claimant’s travel but also for that of his wife and three other persons (possibly other members of his family). The receipt from the travel agent for unspecified services is for QAR 3,670. These and possibly other aspects of the claim for Expenses require fuller explanation and justification. In these circumstances we do not consider that justice requires that summary judgment should be granted in respect of this head of claim.

12. The Claimant seeks interest on his claims. He is entitled at this stage to interest for delay in payment of such sums as the Court finds to have been due contractually as Basic Salary. He has provided an amended schedule of interest at 0.0068% per day (2.50% per year) from the respective due dates until 23 July 2020. That claimed rate, which is stated to represent the daily average short-term lending rate to prime borrowers in Qatar, is reasonable. The total interest calculated to that date amounts to QAR 373,527.66. That total requires to be updated to the time of judgment. Updated it amounts to approximately QAR 495,000. The Claimant is entitled to that sum as pre-judgment interest (*Protech Solutions LLC v Qatar Islamic Bank QPSC* [2021] QIC (A) 6).
13. Further to *Qatar Financial Centre Regulatory Authority v Horizon Crescent Wealth LLC* [2021] QIC (A) 5 it is also right that an enhanced rate of interest be applied to the principal sum in the event that the Defendant does not make prompt payment of the amount now found judicially to be due by it. An appropriate rate for that purpose is 6 % per year. An order is made accordingly.
14. The Claimant, having been substantially successful in this application, is entitled to his reasonable costs in pursuing it. At earlier stages of these proceedings certain orders for costs have been made. The Claimant, having been substantially successful in his claim as a whole, is now further entitled to his reasonable costs in pursuing it, except in so far as orders for costs have already been made.
15. If the Claimant wishes to pursue at trial the heads of claim which the Court has refused on this application, he should intimate his intention of doing so within 28 days of the issue of this judgment, so that procedural arrangements can promptly be made in that regard.

By the Court,



Justice Arthur Hamilton



Representation:

The Claimant was represented by Mr Thomas Williams, Mr Umang Singh and Mr Ahmed Durrani of Sultan Al-Abdulla & Partners, Doha, Qatar.

The Defendant was (at least initially) represented by Mr Sami Abdullah Abu Shaika of Sami Abushaikha Law Office, Doha, Qatar.