

**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**

**18 November 2015**

**CASE NO: 03/2014**

**KAMPALA MANAGEMENT CONSULTANCY CLUSTER ASSOCIATES**

**Claimant**

**v**

**REED PERSONELL QATAR LLC**

**Defendant**

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**JUDGMENT**

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**Members of the Court:**

**Justice Cullen  
Justice Kirkham  
Justice Hamilton**

## **ORDER**

The Claimant having failed to comply with the Further Order dated 26 July 2015, accordingly and pursuant to the terms of the Further Order:

1. the Claimant's application for summary judgment is refused; and
2. the Claimant's claim is dismissed.

## **JUDGMENT**

1. On 16 December 2014 the Registry issued a claim form framed by the Claimant in which the latter alleged that it had contracted with the Defendant for the provision of recruitment services.
2. By email dated 19 February 2015 the Claimant confirmed to the Court Registry that the claim form had been served on the Defendant. Attached to that email was a consignment summary, showing that a shipment had been delivered on 18 February 2015 and had been signed for.
3. By email dated 21 February 2015 the Claimant confirmed that the address to which the shipment had been delivered was 'Reeds Qatar, 4719 New airport Road, P.O Box 14470 Doha' and that the recipient was the 'Country Manager Reed Personnel'.
4. On 3 May 2015 the Claimant filed an application for summary judgment, accompanied by an affidavit of service and a bill of costs. On 19 May 2015 the Claimant filed further documents at the Registry.
5. For the reasons set out in its Order dated 26 May 2015 the Court required the Claimant, within 14 days: (1) to file a further affidavit to identify the documents which had been served on the Defendant (2) to file a copy of the contract to which the claim relates and copies of the documents listed as 1-5 in the claim form (3) to confirm that the parties had not agreed that a different law from the QFC law should apply to the contract, and (4) to state (a) whether the parties had agreed when the Claimant's charges for services and

reimbursement were to be paid (b) the terms of any agreement as to interest due on unpaid sums (c) whether it claimed interest from a single date or from a number of dates (d) whether the parties had made an agreement as to the rate of interest payable on any sum unpaid, and (e) whether the costs claimed related to costs incurred from November 2014 or from an earlier date and if in connection with other proceedings elsewhere. The Order noted that any application for an extension of time to comply with the Order should be made to the Registrar prior to expiry of the 14-day period.

6. On 7 June 2015 the Claimant sought an extension of 30 days in which to comply with the Order of 26 May. On 9 June the Registrar notified the Claimant that the extension of time had been granted.
7. On 30 June 2015 the Claimant filed a response in relation to the Order of 26 May 2015.
8. By Further Order dated 26 July 2015 the Court noted that the Claimant had failed to comply with the requirements of the Order of 26 May. The Court required the Claimant, within four weeks, to comply with each of the following orders to the Court's satisfaction, failing which the Court would refuse the application for summary judgment and dismiss the action: (1) to file an affidavit of service to identify the documents which had been served on the Defendant (2) to provide proof of service on the Defendant of the application for summary judgment (3) to file a copy of any written contract to which the claim relates (4) to file evidence and legal argument to establish that the Defendant is contractually liable to pay the sums claimed in this action (5) to file the documents numbered 1-5 in the claim form, and (6) to state whether the parties had not explicitly agreed to apply another law than the QFC law and regulations issued by virtue of that law.
9. On 12 August 2015 the Claimant requested an extension of time of 30 days in which to comply with the Further Order. The Court granted that request and the Claimant was so informed on 15 August.

10. On 20 September 2015 the Claimant sought a further extension of time, of a further 5 days, in which to comply with the Further Order. On 22 September the Registrar informed the Claimant that that request had been granted.
11. By email to the Claimant dated 18 October 2015 the Registrar asked whether or not any documents had been filed in furtherance of the Order and Further Order. The Claimant has not replied to the Registrar's enquiry of 18 October.
12. As a consequence of the extensions of time granted to the Claimant for compliance with the terms of the Further Order, time for compliance had been extended until 2 October 2015. Notwithstanding those extensions there has been and continues to be non-compliance by the Claimant with the Further Order.
13. The Defendant has taken no part in the proceedings and has not acknowledged, or otherwise, service of any of the papers in this case.

By the Court,



Mr Christopher Grout  
Registrar of the Court

