



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) 7

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

14 March 2021

CASE No: CTFIC0020/2020

AHMED MOHAMMED YOUSSEF HASSAN

Claimant

v

ARAB JORDAN INVESTMENT BANK (QATAR) LLC

Defendant

JUDGMENT

Before:

**Justice Arthur Hamilton
Justice Rashid Al Anezi
Justice Fritz Brand**

ORDER

1. The Court holds that it has no jurisdiction to entertain this claim, which is accordingly dismissed.
2. Neither party shall be liable to the other in any costs arising from this litigation.

JUDGMENT

1. The claimant in the present proceedings (“the Claimant”) was at one time a business associate of a Mr Mustafa Mohammed Abdul Qader Al Omari (“Mr Al Omari”). That relationship broke down. The Claimant thereafter instituted proceedings in the national courts of Qatar against Mr Al Omari and an associated firm seeking payment of certain monies which he claimed were due to him. That action was unsuccessful before the court of first instance but on appeal the Court of Appeal, on the request of the Claimant considered at a hearing on 30 October 2019, authorised the recovery of certain documentation for the purposes of that litigation. That documentation included a document or documents believed to be in the possession of the present Defendant. Consequent on that authorisation the Registrar of the Court of Appeal wrote to the Defendant who replied on 1 December, stating among other things that certain accounts were confidential.
2. There is no information before this Court as to what steps, if any, the Claimant thereafter took in the national courts to pursue the recovery of the documentation he sought from the Defendant. However, on or about 20 October 2020 he filed in this Court a claim in which he seeks an order that the Defendant “provide to us with a certified true copy of the checks (sic) lodged by Al Mahd Electro Mechanical Services in the account of **Al Mahd** Trading, Contracting, Decoration and Import and mentioned [in certain letters addressed to the Chairman of the Respondent’s Board in Amman and to the General Manager of its branch in the QFC]”. There may be a difference between the parties as to what precisely was the documentation covered by the Court of Appeal’s decision. However, it is unnecessary for present purposes to resolve that difference. We proceed on the basis that what the Claimant seeks from this Court is an order on the Defendant that the latter provide to him a certified true copy of the documentation,

whatever that was, which the national Court of Appeal authorised be obtained for the purposes of the litigation being pursued by the Claimant in the national courts.

3. The Defendant is an entity established in the Qatar Financial Centre (“the QFC”). It has filed a defence to the claim (headed by it “Reply”) in which it contends, in the first place, that this Court has no jurisdiction to entertain it and, in the second place, that the order sought should not be granted because the relevant documentation is not under Qatari law, by reason of confidentiality, recoverable. The claimant has filed a reply to that defence.
4. It is appropriate that the Court first address the issue of its jurisdiction. It has taken the view that that issue would most expeditiously and effectively be addressed by consideration of the documents filed by the parties, without the need for an oral hearing. It advised the parties accordingly and gave to each of them an opportunity to make final written submissions restricted to the jurisdictional issue. Nothing was received from the Defendant. The Claimant sent an email (in Arabic), which the Court had translated into English. Its content did not advance the issue of the Court’s jurisdiction.
5. The Regulations and Procedural Rules of this Court (“the Rules”) provide by Article 9.1:

“The Court has jurisdiction, as provided by Article 8.3(c) of the QFC Law, in relation to:

9.1.1. Civil and commercial disputes arising from transactions, contracts, arrangements or incidences taking place in or from the QFC between the entities established therein.

9.1.2. Civil and commercial disputes arising between the QFC authorities or institutions and the entities established therein.

9.1.3 Civil and commercial disputes arising between entities established in the QFC and contractors therewith and employees thereof, unless the parties agree otherwise.

9.1.4. Civil and commercial disputes arising from transactions, contracts or arrangements taking place between entities established within the QFC and residents of the State, or entities established in the State but outside the QFC, unless the parties agree otherwise.”

Article 9.3 provides that the Court shall also have jurisdiction in relation to any matter in respect of which jurisdiction is conferred on it by the QFC Law or QFC Regulations. Neither party has suggested that jurisdiction has been conferred in relation to the present matter under that Law or under any such Regulations.

6. The Rules were made under powers provided by the QFC Law, that is, the Qatar Financial Centre Law. The scope of this Court’s jurisdiction is defined by the Rules. It has no jurisdiction or power to act beyond that scope. The Defendant contends that what the Claimant seeks from the Court in this case is outside that scope. The Claimant has responded to that contention with the following statement:

“The Court of the Qatar Financial Centre has jurisdiction to look into the complaint, given the relation of the Respondent Bank with the Qatar Financial Centre, and that the Court is involved with the legal affairs of the institutions and banks that are related to the Centre and the Court.”

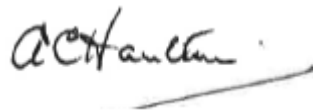
7. The Defendant is subject to the jurisdiction of the Qatar Financial Centre Regulatory Tribunal in so far as it concerns appeals against decisions of certain QFC institutions (QFC Law, Article 8.2.c) and to the jurisdiction of this Court as defined above. However, neither the Tribunal nor the Court has any wider powers over QFC entities than those conferred on them respectively by these provisions. In particular, the Court has no general supervisory power over the Defendant.
8. In the present case the Claimant, who is representing himself in these proceedings, seeks an order from the Court designed to assist him in recovering from the Defendant documentation which he considers necessary for the purposes of a litigation being pursued by him in the national courts. He does not suggest that any dispute which he may have with the Defendant falls within any of the categories of disputes specified in

Article 9.1 of the Rules. In particular, he does not suggest that he is a “contractor” with the Defendant within the meaning of Article 9.1.3 or, although he may be a resident of the State (of Qatar), that any dispute he has with the Defendant arises from “transactions, contracts or arrangements” with it within the meaning of Article 9.1.4.

9. In some states where, within it, there are two or more separate but parallel jurisdictions, legislation may exist under which a court (or other judicial authority) of one constituent jurisdiction may, for the purposes of litigation depending before it, seek the assistance of a court in another such jurisdiction for the recovery of evidence (documentary or oral) material to a litigation before the former. Such statutory provision exists in, for example, the United Kingdom in respect of the separate jurisdictions of England and Wales, Scotland and Northern Ireland (See: Evidence (Proceedings in Other Jurisdictions) Act 1975; that statute also includes provision in relation to co-operation between judicial authorities in separate states which are party to the 1970 Hague Evidence Convention). However, in so far as we are aware, no equivalent legislation exists in relation to co-operation in Qatar between the national courts on the one hand and the QFC courts on the other. Further, such co-operation is traditionally by an application in pursuance of a request by the judicial authority in question, not by an application unsupported by such a request.
10. In these circumstances the claim must be dismissed for lack of jurisdiction.
11. In its Reply the Defendant sought an order that the Claimant “pay fees, expenses and attorney fees”. This Court has power to make such order as it thinks fit in relation to the parties’ costs of the proceedings (Rule 33.1). The general rule is that the unsuccessful party pay the costs of the successful party but the Court can make a different order if it considers that the circumstances are appropriate (Rule 33.2).
12. In this case the Defendant has been successful in having the claim dismissed on the ground that the Court has no jurisdiction or power to grant the remedy sought. There is, it appears, no current legislation which provides for such co-operation between the national courts of Qatar and the QFC courts as would allow for the recovery, from a body or person in one of those jurisdictions, of documentation perceived by a court in the other jurisdiction to be necessary for the due disposal of litigation in the latter. The

point is novel and may call for consideration by those having legislative responsibility in Qatar. The Defendant is a subsidiary of a substantial international bank. So far as appears, the only cost incurred by it has been in the framing and filing of its Reply. The Claimant is a self-represented individual. In these circumstances a just disposal of the matter of costs is that neither party be found liable to the other in the costs of this litigation. An Order is made accordingly.

By the Court,



Justice Arthur Hamilton



Representation:

The Claimant was self-represented.

The Defendant was represented by Sami Abdullah Abu Shaikha Advocates & Legal Consultants, Doha, Qatar.