



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) 11

IN THE QATAR INTERNATIONAL COURT
FIRST INSTANCE CIRCUIT

Date: 26 May 2022

CASE No. CTFIC0024/2021

AEGIS SERVICES LLC

Claimant

v

MECHI HOSPITALITY AND SERVICES

Defendant

JUDGMENT

Members of the Court

Justice Frances Kirkham

Justice Rashid Al Anezi

Justice Fritz Brand

ORDER

1. The Defendant is required to pay to the Claimant the sum of QAR 5,000.

JUDGMENT

1. The Claimant, Aegis Services LLC, is a company established in the Qatar Financial Centre ('the QFC'). The Defendant, Mechi Hospitality and Services, is a company established in the State of Qatar although outside the QFC.
2. The Claimant alleges that on 10 August 2020 it signed a contract with the Defendant in order to provide the latter with services and certification relating to the International Organization for Standardization. A copy of the contract, which is dated 10 August 2020, was exhibited to the Claimant's Claim Form. As a result of the Claimant's efforts, it is said that the Defendant was successfully certified. Thereafter, on 9 September 2020, the Claimant issued its invoice in the sum of QAR 5,000 which was the amount agreed upon within the contract. In response, the Defendant issued a cheque, dated 14 February 2021, in the amount of QAR 10,000. As is explained in the application for summary judgment, the reason the cheque was issued in this amount is because the Claimant was owed QAR 10,000 in respect of two different contracts—one pertaining to the Defendant (in the sum of QAR 5,000) and one pertaining to a venture called EZ Service International (again in the sum of QAR 5,000). For reasons which are unclear, the Defendant then asked for the cheque to be put on hold and a cash payment of QAR 5,000 was made in respect of EZ Service International. An amended cheque in the sum of QAR 5,000 was then issued in respect of the amount left to be paid. Copies of the cheque and its amendment were exhibited to the Claimant's Claim Form. However, the Claimant says that when it proceeded to deposit the cheque, it was returned and, to date, no payment has been forthcoming from the Defendant despite repeated follow ups. The Claimant exhibited to its Claim Form a bank statement which shows that the cheque was paid into its account on 27 April 2021 but was then immediately returned as there were "no funds" available to honour the payment.

3. The Claim Form was issued by the Registry of the Court on 21 October 2021. The Claimant served the same on the Defendant by personal service at the Defendant's offices on 27 October 2021 and received a signed acknowledgment.
4. No response having been filed by the Defendant, the Claimant filed an application for summary judgment on 16 February 2022 which was then served on the Defendant on 24 February 2022 by Q Post. No response was received.
5. When the Claim Form in this case had first been issued, the Claimant was said to be Mr. Nitheesh Nair, who is the Secretary of the Claimant. On 11 April 2022, the Court issued the following directions:

Upon consideration of the documents filed and served to date, the Court directs as follows:

1. *The Claimant is required to provide the following information to the Court, and copied to Mechi Hospitality and Services, by no later than **4pm on Sunday 21 April 2022**:*
 - (a) *Which is the true Claimant in these proceedings: is it (i) Nitheesh Nair, in whose name the claim form has been issued, or (ii) Aegis Services LLC which is the entity which appears to have entered into a contract with Luxury Travel & Tours?*
 - (b) *If the true claimant is Aegis Services LLC, is there any intention to amend or reissue the claim and application for summary judgment?*
2. *The Defendant may respond in writing to the Court **within 14 days** of the date on which the Claimant files its answers.*
3. *Subject to the answers and any response given, the Court may proceed without further notice to deal with the claims on the basis of the documents provided by the parties and the answers and any response given pursuant to these directions.*

6. By submissions dated 16 April 2022, the Claimant responded, answering each question as follows:

(a) Aegis Services LLC who has entered the contract with Mechi Hospitality and Services, is the True Claimant in this Proceedings and wish to substitute “Mr. Nitheesh Nair” in the claim.

(b) As Aegis Services LLC is the True Claimant and the actual entity who entered in the agreement with Mechi Hospitality and Services, wish to only amend the claim with the name and see no reason to reissue the claim and application for the summary judgment as the company has entered in the agreement with the Defendant.

7. No response was filed by the Defendant.
8. In the circumstances, the Court is content to substitute Aegis Services LLC as the Claimant in these proceedings and to dispense with the need to order that the amended Claim Form (and application for summary judgment) be served on the Defendant. There is no change to the substance of what is being sought and the Defendant has had ample time and opportunity to engage with the Court process but, for whatever reason, has chosen not to do so.
9. As to the application for summary judgment, Article 22.6 of the Regulations and Procedural Rules of the Court permits the Court to grant summary judgment “if it considers that justice so requires.” Article 22.6 is supplemented by Practice Direction No. 2 of 2019. Having considered all of the material filed and served to date, as well as the aforementioned Article and Practice Direction, the Court is satisfied that summary judgment ought to be entered in favour of the Claimant.
10. The Court notes, in particular, that this is a low value claim which, on the face of things, the Claimant has made out on the documents provided. It is clear that the parties entered into an agreement for the supply of services and that the Claimant would be remunerated

in the sum of QAR 5,000. The Claimant says that those services were provided, that an invoice was duly issued, but not paid. The evidence reveals that the Defendant issued a cheque, ultimately in the sum of QAR 5,000 and for which the Court is satisfied was in respect of the services provided to it by the Claimant, but that ultimately this sum was not credited to the Claimant's account due to insufficient funds being held by the Defendant. Not only is the Claimant's case corroborated by the contemporaneous documentation, but it has not been challenged or in any way undermined by the Defendant which has chosen, for whatever reason, not to engage in the Court process. In these circumstances, the Court considers that the Defendant has no prospect of successfully defending the claim, nor is there any other compelling reason why the matter should proceed to trial.

11. Accordingly, summary judgment is awarded in favour of the Claimant in the sum of QAR 5,000.

By the Court,

[signed]

Justice Frances Kirkham



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

Representation:

The Claimant was self-represented.

The Defendant did not participate in the proceedings.