



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: [2023] QIC (F) 21

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

Date: 17 May 2023

CASE NO: CTFIC0018/2023

SABEER ABDULSALAM

Claimant

v

MEINHARDT BIM STUDIOS LLC

1st Defendant

MEINHARDT QATAR BRANCH

2nd Defendant

JUDGMENT

Before:

Justice Her Honour Frances Kirkham CBE

Justice Fritz Brand

Justice Helen Mountfield KC

Order

1. The First Defendant, Meinhardt BIM Studios LLC, is to pay the Claimant:
 - i. The sum of QAR 32,100.00 being the principal sum of QAR 30,612.00 in unpaid wages plus QAR 1,488.00 being interest due on the unpaid sum from 18 May 2022 until 8 May 2023, calculated at a rate of 5% per annum.
 - ii. Plus an additional QAR 4 per day in interest for each day from 9 May 2023 until the date that payment is made, also calculated at a rate of 5% per annum.
2. To the extent that any reasonable costs were incurred by the Claimant in pursuing this claim, he is entitled to recover those costs from the First Defendant, such costs to be assessed by the Registrar if not agreed.
3. The claim against the Second Defendant is dismissed.
4. It is directed that the matter be referred to the Employment Standards Office to consider action pursuant to Schedule 1 to the QFC Employment Regulations 2020.

Judgment

1. This is yet another claim against Meinhardt BIM Studios LLC, the First Defendant in this case, by one of its former employees for arrears of remuneration. The Claimant is Mr Sabeer Kavungal Abdulsalam. The First Defendant is a company incorporated and licensed in the Qatar Financial Centre ('QFC'). This Court therefore has jurisdiction in respect of the First Defendant in terms of article 9.1.4 of the Court's Regulations and Procedural Rules.
2. Because of the sum and the issues involved the claim was allocated by the Registrar to the Small Claims Track of this Court under Practice Direction No.1 of 2022 (the '**Practice Direction**'). In accordance with this Practice Direction, we conclude that it

is appropriate to determine the issues in this case on the basis of the written material before us and without hearing oral evidence.

3. We are satisfied that the First Defendant has been duly notified about the claim and served with the relevant material before us.
4. In accordance with the allegations in the Claim Form, which are uncontroverted, the Claimant was employed by the First Defendant from 18 November 2018 until his resignation which took effect on 17 May 2022. On 31 July 2022 the Claimant received a document which appears to be from the First Defendant, entitled “*Calculation of Final Settlement*”. According to this document, the amount owing to the Claimant by way of salary and other benefits was QAR 36,667.00. Subsequently he received part payment of this amount in the sum of QAR 6,055.00, leaving a balance of QAR 30,612.00 which is the amount that he claims.
5. Neither Defendant has served any Defence. The Claimant (who is unrepresented) has not explained the basis on which he claims that the Second Defendant is liable to him.
6. On the papers before us, the First Defendant has no answer to the claim. Despite the absence of any defence to the claim, the amount owing to the Claimant as employment benefits has remained unpaid for nearly a year. This is clearly unacceptable. Since the First Defendant has no answer to the claim, it clearly uses the delays associated with debt collection through court proceedings to seek to gain the advantage of what amounts to an interest-free loan at the expense of causing financial prejudice, inconvenience and distress to its former employees. Of concern is that this strategy by the First Defendant seems to have become a matter of course, as appears from the number of similar cases this Court has dealt with recently. The First Defendant is not only acting in breach of its employment contract, it is also acting in violation of article 26 of the QFC Employment Regulations 2020 read with item 26 of Schedule 1 to these Regulations. In the circumstances we direct that the matter be referred to the Employment Standards Office to consider action pursuant to Schedule 1 to the QFC Employment Regulations 2020.

7. For these reasons, judgment is awarded in the sum of QAR 32,100.00 plus an additional QAR 4 per day after 8 May 2023 for which this sum remains unpaid. This consists of the principal sum of QAR 30,612.00 in unpaid wages, plus QAR 1,488.00 being interest due on the unpaid sum from 18 May 2022 until 8 May 2023 calculated at 5% per annum. The interest on the principal sum amounts to QAR 4 per day (to the nearest QAR) calculated at the same rate, so the Defendant must pay the Claimant that sum for each additional day for which it wrongly fails to pay the Claimant the wages due to him,
8. The First Defendant must also pay the reasonable costs incurred by the Claimant, if any, in bringing this claim.
9. As there is no clear cause of action against the Second Defendant, the claim against it should be dismissed.

By the Court,



[signed]

Justice Helen Mountfield KC

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

Representation

The Claimant was self-represented.

The Defendant did not appear and was not represented.