



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: [2024] QIC (F) 27

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

Date: 21 July 2024

CASE NO: CTFIC0071/2023

AMBERBERG LIMITED

Claimant

v

PRIME FINANCIAL SOLUTIONS LLC

1st Defendant

AND

THOMAS FEWTRELL

2nd Defendant

AND

NIGEL PERERA

3rd Defendant

AND

SOUAD NASSER GHAZI

4th Defendant

AND

~~REMY ABBOUD~~

5th Defendant

AND

~~MARC REAIDI~~

6th Defendant

AND

INTERNATIONAL BUSINESS DEVELOPMENT GROUP WLL

7th Defendant

AND

~~QATAR GENERAL INSURANCE & REINSURANCE COMPANY QPSC~~

8th Defendant

JUDGMENT

Before:

Justice Fritz Brand

Justice Ali Malek KC

Justice Yongjian Zhang

Order

1. The Claimant's application for an extension of time is refused.
2. The Defendants' applications for the striking out of the Claimant's claims against them are struck out as premature.
3. No order as to costs.

Judgment

1. The applications under consideration arise from the order of this Court on 28 May 2024 compelling the Claimant to provide security for the 2nd and 3rd Defendants' costs in these proceedings in the amount of GBP 144,000 by way of a payment into Court (the '**Security Order**'). Paragraph 2 of the Security Order further provides that: "*the sum in (1) is to be paid by way of 3 staged payments on dates and amounts to be agreed within 14 days of this Judgment or, failing agreement, by the Registrar.*"
2. On 11 June 2024, the Claimant brought an application (the '**Stay Application**') that "*the case be stayed for six months whilst the funds are being raise (sic.), or that the first payment of security should not be before 25 January 2025*". In motivating the application, the Claimant's representative, Mr Rudolfs Veiss, inter alia stated that "*due to existing arrangements and commitments that require cash flow that was carefully planned for 2024 in the previous calendar year*", the Claimant will be unable to provide the amount of security required within the next six months.

3. In answer to the Stay Application, the 2nd and 3rd Defendants (the ‘**Defendants**’) brought the following four counter applications:
- i. That the stay application be struck out (the ‘**Strike Out Application**’).
 - ii. That the entire claims against the Defendants be struck out (the ‘**Claim Strike Out Application**’).
 - iii. That Mr Veiss be joined as a party to proceedings (the ‘**Joinder Application**’), submissions for which are awaited by the Court.
 - iv. That the Claimant and Mr Veiss be held liable, jointly and severally, for the costs incurred by the Defendants in defending themselves against the Claimant’s claims (the ‘**Costs Application**’). This application only becomes relevant if the Joinder Application is successful.
4. The Strike Out Application arises from a Litigation Restraint Order (the ‘**LRO**’) issued against the Claimant and Mr Veiss pursuant to Practice Direction No.1 of 2024 on 5 June 2024. As stipulated in paragraph 5 of the LRO:

The effect of this order is that, absent permission of the President or a Nominated Judge, neither of the respondents may:

- i. file any fresh claims or applications; and*
- ii. file any applications within extant claims,*

for a period of 2 years from the date of this order.

5. Relying on the provisions of paragraph 5(ii) of the LRO, the Defendants’ contention is that, since the Stay Application was brought without the permission of the President or a Nominated Judge it stands to be struck out in terms of the Practice Direction. The Claim Strike Out Application rests on the proposition that, in view of the Claimant’s admitted inability to comply with the order for security within an appropriate period or at all, a just order in all the circumstances would be that the claims against the Defendants be struck out with costs. The Joinder Application is sought on the basis that, since Mr Veiss funds, controls and stands to benefit from the claims against the Defendants, it is just and equitable that he should be held liable, on a joint and several basis with the Claimant, for the Defendants’ costs.

6. With regard to the Claimant's Stay Application, our view is in short that we do not believe it can be sustained. When the security application was heard, it was clear that the Claimant itself had no funds to put up security; but, there was no suggestion that its funder (Mr Veiss) who had retained solicitors and counsel would also be unable to do so within a reasonable period. On the contrary, he argued (unsuccessfully) that security should not be ordered because he always paid costs orders. Nearly two months has since lapsed. The effect is that the finalisation of proceedings have already been prolonged by that period. The suggestion that Mr Veiss is now in a worse position is plainly a matter of concern. Of even greater concern in the present context is the complete absence of any suggestion as to why and what way the position of the Mr Veiss is expected to improve. Absent such explanation, the unavoidable inference is that after six months – that is 8 months after the Security Order had been granted – the position will probably be the same. That being so, the further unavoidable inference is that the extension sought will result in no more than a waste of time. This would militate against one of the fundamental aims of this Court, as formulated in article 4 .1.3 of the Regulations and Procedural Rules (the '**Rules**'), to ensure "*that litigation before the Court takes place expeditiously and effectively*". For these reasons we find that the Stay Application fails and is dismissed.

7. In the circumstances we find it unnecessary to deal with the Defendants' application that the Stay Application be struck out for failure to comply with the LRO. The LRO mechanism has been introduced for the first time by Practice Direction No. 1 of 2024. The present Claimant and Mr Veiss were the first litigants in respect of whom a LRO has been issued. In consequence, this Court has not as yet had the opportunity to consider all the consequences and ramifications of such an order. As we see it, it could notionally be argued that, on a proper construction of the LRO it is aimed at applications for substantive relief. Conversely, that the LRO does not require the permission of the President or the Nominated Judge where the application is only for the extension of a time limit, whether imposed by the Rules, by a direction of the Court or by a direction of the Registrar, without any substantive relief being sought. When that question pertinently arises, it will have to be carefully considered as it would be setting a precedent for future conduct. But in this case, we can assume without deciding that the

Claimant did not require the permission contemplated in paragraph 5(ii) of the LRO. Therefore, the Strike Out Application falls away.

8. The Defendants' Claim Strike Out Application is in our view premature. Despite the refusal of the Stay Application, the Claimant is self-evidently not precluded from paying the staged instalments of security in the amounts and on the dates stipulated by the Registrar pursuant to paragraph 2 of the Security Order. If the Claimant should do so, there will be no warrant for striking out its claims against the Defendants.
9. As to the costs of all these applications, it seems fair to us in the circumstances that each party should pay its own costs.
10. These are the reasons for the orders we propose to make.

By the Court,



[signed]

Justice Fritz Brand

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

Representation

The Claimant was self-represented.

The Second and Third Defendants were represented by Mr Thomas Williams of Counsel (Kings Chambers, Manchester, United Kingdom), and Francis, Wilks & Jones (London, United Kingdom).