



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: [2025] QIC (A) 3**

IN THE QATAR FINANCIAL CENTRE  
CIVIL AND COMMERCIAL COURT  
APPELLATE DIVISION

[On appeal from [2024] QIC (F) 44]

Date: 4 February 2025

**CASE NO: CTFIC0039/2024**

INTERNATIONAL LAW CHAMBERS LLC

**Claimant/Respondent**

v

ANVIN INFOSYSTEMS WLL

**Defendant/Applicant**

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**JUDGMENT**

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**Before:**

Lord Thomas of Cwmgiedd, President

Justice Sir William Blair

**Justice Her Honour Frances Kirkham CBE**

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**Order**

1. Permission to appeal is refused.
2. The Applicant must pay the costs incurred by the Respondent, to be determined by the Registrar if not agreed.

**Judgment**

1. The Applicant (**'Anvin'**) seeks by an application made on 20 November 2024 permission to appeal from the judgment of the First Instance Circuit (*International Law Chambers LLC v Anvin Infosystems WLL* [2024] QIC (F) 44) given on 24 October 2024, ordering Anvin to pay the Respondent (**'ILC'**) QAR 68,425 with interest and costs. ILC was requested by the Court to provide its submission in answer to Anvin's application.
2. ILC, an entity of legal practitioners, was engaged with Anvin under an engagement letter dated 30 November 2021 (the **'First Engagement Letter'**) to provide legal services for a fixed monthly fee of QAR 12,500 for all work done. The First Engagement Letter was signed on behalf of Anvin by Mr Dileep, its Chief Operating Officer.
3. At the end of the six-month period ending June 2022, ILC requested payment of QAR 62,500. No payment was then made.
4. On 8 May 2023, ILC entered into a second engagement letter (the **'Second Engagement Letter'**) for further work at an hourly rate of QAR 650. The Second Engagement Letter also was signed by Mr Dileep on behalf of Anvin. ILC sought payment of QAR 5,925 for the period to September 2023 under the Second Engagement Letter.
5. Some payments were made, but QAR 68,425 remained outstanding.

6. ILC brought proceedings before the First Instance Circuit. It contends that the proceedings were served on 24 September 2024. The Claim was assigned to the Small Claims Track, and directions were given in the Court's Letter of Issue. ILC claims the Letter of Issue was served on Anvin on 30 September 2024. The directions required service of the Defence within 14 days, in accordance with Practice Direction No. 1 of 2022.
7. ILC sought summary judgment. Anvin did not respond to the claim or serve its Defence within the 14-day period. The First Instance Circuit considered the claim and the application on the papers and granted summary judgment, as we have set out, on 24 October 2024.

### **The position of Anvin in relation to the proceedings and its application**

8. Anvin accepts that the Claim Form was served on it, and that it received the Court's direction as to the assignment of the claim to the Small Claims Track and the timetable for service of the Defence within 14 days. It claims, however, it was only served on 7 October 2024, and it thought that it had 28 days from 7 October 2024 in which to serve the Defence. A Defence signed on behalf of Anvin was sent to the Registry of the Court on 27 October 2024, three days after the Court had handed down its judgment.
9. It is unnecessary for us to resolve the dispute as to when the proceedings were served because even if the proceedings were served on 7 October 2024, Anvin did not serve its Defence within 14 days.
10. Anvin sought permission to appeal on 3 grounds:
  - i. There was no valid engagement letter: the First Engagement Letter, it was said, did not constitute a legally binding agreement between the parties because it was not signed or stamped by Anvin's authorised signatory, and because it was a working arrangement and not a binding contract.

- ii. ILC was incompetent and failed to advise Anvin satisfactorily: Anvin had to seek advice elsewhere and thus incur expense.
- iii. Anvin had a good reason for failing to file a Defence.

11. We will consider each of the grounds in turn.

#### No valid Engagement Letters

12. Anvin's submission that the First Engagement Letter and Second Engagement Letter (the '**Engagement Letters**') were not legally enforceable rested on four points:

- i. Anvin, relying on article 64(1) of the QFC Contract Regulations 2005, articles 7 and 8 of its Memorandum of Association, its Commercial Registration document, and its Establishment Card, contended that the Engagement Letters had been entered into without authority. Anvin's Articles of Association provided who had authority. Anvin's Commercial Registration document listed Anvin's authorised signatories. Anvin's Establishment Card (also referred to as the Computer Card) showed the names and signatures of the authorised signatories.
- ii. Anvin asserted that, by reason of the Commercial Companies Law (Law No. 11 of 2015), Anvin's Articles of Association served as the authorisation document. Accordingly, any legal documents, contracts, engagement letters, work orders, financial documents etc., are legally valid only if signed by the Manager, who is the authorised person to sign and stamp on behalf of the company. A contract becomes legally valid only when it is signed and stamped by the Manager, who has full authority "*as per Anvin's Commercial Registry*".
- iii. ILC did not affix its stamp to the First Engagement Letter.

- iv. The First Engagement Letter was simply “*a document prepared to outline a working arrangement only and not a legally valid contract.*” The parties never got further than that and ultimately decided not to enter into a legally binding contract.

13. We do not accept these submissions:

- i. Anvin’s Articles of Association were made on 13 April 2021 and therefore predate the two Engagement Letters. Articles 7 and 8 make provision for managers to be appointed to run the company’s business. Article 8 provides that the Manager shall have “*full authority*” to manage Anvin’s business: “*The acts of the manager shall be binding upon the Company provided they are endorsed by the capacity under which he has acted.*”
- ii. The Commercial Registration document is dated 21 October 2024, and post-dates the Engagement Letters. It lists Ms Deepa Dileep as both partner and authorized signatory. She is referred to as “*Manager (Full and Absolute Authority)*”. There was, however, no explanation as to why the Commercial Registration relied upon is so recent, whether there was an earlier registration document, or what that document may have shown. There is nothing to show that, at the relevant time, Mr Dileep was not the person who acted as the Manager in his role as Chief Operating Officer.
- iii. We therefore conclude that there is nothing in the documentation relied upon that supports Anvin’s contention (as set out both in the Defence and in the application for permission to appeal) that the Engagement Letters signed by Mr Dileep as Chief Operating Officer were made without authority and were therefore not binding at the time he signed them as Chief Operating Officer.

- iv. Stamping the Engagement Letters was not necessary to render them binding.
- v. It is clear from the terms of the Engagement Letters that they constituted formally agreed terms under which work was to be undertaken by ILC and paid for by Anvin.

14. However, even if Mr Dileep had no actual authority to sign the Engagement Letters on behalf of Anvin, Anvin has no basis for contending that it is not a party to, and bound by, the letters, because Mr Dileep had ostensible authority under the principle set out in article 64(2) of the QFC Contract Regulations 2005 (See *Aegis Services Ltd v Doha Insulation Trading & Contracting LLC* [2023] QIC (A) 3, paragraph 10):

*However, where the Principal causes the third party reasonably to believe that the Agent has authority to act on behalf of the Principal and that the Agent is acting within the scope of that authority, the Principal may not invoke against the third party the lack of authority of the Agent.*

15. It is clear from all the circumstances that Anvin plainly caused ILC to believe that Mr Dileep had authority to enter into the Engagement Letters and therefore, Anvin cannot invoke any lack of authority against ILC. It is also to be noted that Mr Dileep gave instructions for the work under the Engagement Letters to be carried out and authorised the payment of some of the fees.

#### The quality of the advice given by ILC

16. Anvin have provided virtually no information to support its case that ILC failed to provide the services which it had agreed to deliver. There is nothing to show that this could form any basis for a defence to the claim or provide grounds for a reduction in the sum claimed.

#### Failure to serve a Defence in the required time

17. There is no good reason why the Defence was not served within the 14-day period required.

18. A failure to serve a Defence in time may, however, be excused in certain circumstances, and the Court may in such circumstances permit the proceedings to be defended and a Defence served. This is recognised in the Form of Defence, which states, “*If you are responding out of time, you must explain why your response is late and why it would be in the interests of justice for the Court to consider it*” (User Guide to the Qatar Financial Centre Civil and Commercial Court, Version 1 – December 2023, Appendix 1(ii), Page 82). In such cases, it is always necessary for the Defendant to show that there is a case that can be advanced in defence against the claim. Whether time should be extended, and if so on what terms, is for the First Instance Circuit to decide; in the present case, the Court that gave the judgment.

19. Since the matter has come before us in the form of an application for permission to appeal, however, we have considered it. We conclude that there is no merit in any of the points raised by Anvin as a Defence against the claim, so there is no basis on which the Court could begin to consider Anvin being entitled to defend this claim. We therefore say nothing further in relation to the circumstances where a court might permit the defence of a claim where the defence was served late.

### **The award of interest at 7%**

20. The First Instance Circuit, exercising its discretion under the guidance given in Practice Direction No. 3 of 2021, determined that interest be paid at an enhanced rate of 7% per annum, accruing from a date 30 days after the date of the judgment until the date of payment, should the judgment sum remain unpaid after 30 days.

21. The content of the judgment is sufficient to infer that Anvin’s behaviour, in failing to pay fees which had become due, was such as to justify both the award of interest and the rate applied. In these circumstances, we see no reason to disturb the Order made.

22. We note that on 16 January 2025, Anvin lodged the judgment sum, interest as ordered, and costs as assessed by the Registrar, into the Court account pending the outcome of the appeal. This was a sensible, commercial step on the part of Anvin, and now that judgment has been given, we trust that the matter can be brought to a close.

**By the Court,**



**[signed]**

**Lord Thomas of Cwmgiedd, President**

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

Representation

The Claimant/Respondent was self-represented.

The Defendant/Applicant was self-represented.