

**In the name of His Highness Sheikh Tamim bin Hamad Al-Thani,
Emir of the State of Qatar**

**IN THE CIVIL AND COMMERCIAL COURT
OF THE QATAR FINANCIAL CENTRE
APPELLATE DIVISION**

3 July 2013

CASE NO: 02/2012

KHALED HASSAN BAHR AHMED

Plaintiff

v

DOHA BANK ASSURANCE COMPANY LLC

Defendant

JUDGMENT

Members of the Court:

President Phillips

Justice Cullen

Justice Gibson

JUDGMENT

1. Although judgment has been given in his favour, the Plaintiff is not satisfied with the damages that he has been awarded and seeks permission to appeal.
2. Article 35.1 of the Qatar Financial Centre Civil and Commercial Court Regulations and Procedural Rules provides:

A first instance judgment or decision of the Court will usually be final. However, if there are substantial grounds for considering that a judgment or decision is erroneous and there is a significant risk that it will result in serious injustice, then a Court consisting of three judges (whether the first instance Court or a differently constituted Court) can give permission for an appeal to the Appellate Division of the Court. Any decision to refuse permission to appeal is final.

3. The material facts, which are not in dispute, can be simply stated.
4. The Plaintiff was employed by the Defendant on terms that entitled either party to terminate the contract without giving any reasons on giving at least one month's notice.
5. On 7 February 2011 the Plaintiff received a notice in writing that purported to terminate his contract of employment at close of office hours on the following day. It stated that the Plaintiff would be paid one month's salary "as notice period pay". No such sum was either offered or accepted.
6. The notice was signed by A. Rahman Ali Al Mohammed, who was employed by Doha Bank, the Defendant's parent company, as Head of Human Resources.
7. The Plaintiff appealed to the Chairman of the Defendant, who happened also to be Chairman of the Doha Bank, against his dismissal.

8. The Plaintiff was subsequently offered, and accepted, employment with the Doha Bank, commencing on 28 March 2011.
9. There was an issue before the Court as to whether Mr. Al Mohammed had had authority to serve the notice of termination of the Plaintiff's employment on behalf of the Defendant. The Court held that he had such authority under the terms of a Material Outsourcing Agreement ("MOA") under which the Doha Bank agreed to provide, inter alia, "HR services" to the Defendant.
10. The Plaintiff's ground of appeal is that this finding was erroneous. He contends that the MOA on its true construction did not confer authority on the Doha Bank to serve notices terminating contracts of employment of the Defendant's employees. It is not clear whether the Plaintiff advanced this argument before the Court. His major attack on the MOA appears to have been the contention that it was a forgery.
11. Although the Court dealt specifically with the question of the authority conferred by the MOA, it seems to us that subsequent developments at the trial rendered this issue an irrelevance. Those developments were the discovery, or appreciation, that, while the Defendant plainly treated the Plaintiff as having been dismissed, the Plaintiff had neither been offered nor accepted one month's salary in place of notice. In the light of this the Court held:

"...it appears to the Court that the termination letter of 7 February 2011 was in breach of contract since it did not give the plaintiff the length of notice to which his contract of employment entitled him. It was accordingly an invalid notice. It follows that, in our opinion, the plaintiff is entitled to contractual damages, the measure of which is the amount of wages and allowances to which the plaintiff would have been entitled under his employment contract with DBAC up to the date on which he entered into the employment of Doha Bank, i.e. 28 March 2011."

12. Had the Court held that the termination letter of 7 February 2011 was unauthorized, the result would have been precisely the same. The letter would have been held invalid and the Plaintiff entitled to the same measure of damages.
13. The Plaintiff appears to contend that he is entitled to be paid by the Defendant for the period after he started working for Doha Bank. This is not correct. The Plaintiff, the Defendant and the Doha Bank were all agreed that the Plaintiff should work for the Doha Bank instead of working for the Defendant. In these circumstances the Plaintiff's contract with the Defendant was brought to an end when he started to work for the Doha Bank.
14. The Plaintiff has been awarded damages that compensate him, inter alia, for the period between 7 February and 28 March 2011, when he received no salary. This is all the compensation to which he is entitled.
15. In these circumstances there is no risk that the Plaintiff has suffered serious, or any, injustice.
16. The application for permission to appeal is accordingly refused.

Representation:

The application for permission to appeal was considered on the papers with written representations having been made by the Plaintiff, Mr. Khaled Hassan Bahr Ahmed, and by Mr. Walid Honein (Counsel) on behalf of the Defendant, Doha Bank Assurance Company LLC.

By the Court,



Christopher Grout
Registrar of the Court

