

**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
FIRST INSTANCE CIRCUIT**

14 February 2018

CASE No: 06/2017

PINSENT MASONS LLP (QFC BRANCH)

Claimant

v

AL QAMRA HOLDING GROUP

Defendant

JUDGMENT

Before:

**Justice Robertson
Justice Al Sayed
Justice Hamilton**

JUDGMENT

1. In August 2017 the Claimant, which is an international firm of solicitors with a branch in the Qatar Financial Centre ('QFC'), commenced proceedings against the Defendant for the non-payment of various invoices which had been issued between 2015 and 2016 in respect of legal work which it had been requested to undertake and had done so for the Defendant.
2. There was a standard set of terms of business in place between the Parties. It was concluded in respect of the individual pieces of work required and set out the terms and conditions of the professional relationship in billing and payment arrangements.
3. The Defendant was not legally represented. In the proceedings its position was initially advanced by its CEO Dr. Mostafa Hossam. Throughout, there was a degree of disjuncture between the claims made and the responses filed. However, by the end of 2017 it was clear that there was no dispute about three particular invoices and, on 2 January 2018, the Court entered summary judgment in respect of the amounts of those invoices. That left unresolved liability for three other invoices and generally for interest and costs.
4. The Parties agreed to participate in a mediation to see whether these outstanding issues could be resolved without formal litigation. Although there were some optimistic signs, the resolution did not come to fruition and the case accordingly proceeded to a hearing on the 7 February 2018. This was a date which had been allocated prior to the mediation and which was to be available to deal with any matters still outstanding.
5. Late in January, Dr Hossam advised the Registrar that he would not be available for that hearing and would not be participating. He requested an adjournment which was in the circumstances naturally refused. Then, on 6 February 2018, Dr Hossam informed the Court that Mr Abdullahtif Hamad Al Mohannadi would attend as the Defendant's legal

representative. He duly did so and requested an adjournment on the basis that he was not sufficiently briefed. Not surprisingly, this was also refused. The Court adjourned briefly to enable Mr Al Mohannadi to communicate with his client but having left the Court he did not return.

6. The case has been complicated by the fact that although there have been written allegations made by the Defendant, which included a number of factual assertions, complaints and criticisms, there was no evidential base for any of these. The Defendant was frequently advised of this lacuna but failed to respond in a positive way.
7. The Claimant filed comprehensive and lengthy witness statements with relevant attachments. Roger Phillips, the author of one, appeared and was sworn and was asked a few questions from the Bench. Ms. Mullenex, the author of the other, did not appear. There was not unanimity of view amongst the judges as to the probative value of her witness statement in such circumstances but the Claimant founded its case on the statement of Mr. Phillips and relevant documentary items.
8. Before us, the Claimant contended that there were three invoices which properly identified the nature of the claim in each of the three incidents, demonstrated how they were in accordance with the contractual regime between the Parties, and that there was no valid evidence of any dereliction by the Claimant in respect of the work which had been requested and had been undertaken and fulfilled. It was accepted that there had not always been the outcomes which the Defendant had hoped for but that did not alter the validity of the legal claims.
9. The unpaid invoices now in consideration and before the Court are:
 - (a) 6225120 dated 31/12/15 for US\$ 26,727.38 for certain advice on a bid for a spectrum license in Ghana;

(b) 851253 dated 25/2/16 for QAR 89,684.32 for advice on the purchase of shares in Content Solutions Gulf LLC; and

(c) 6237778 dated 7/3/2016 for US\$ 81,867.86 for certain other advice on the bid for the spectrum license in Ghana.

10. Final letters of demand had been sent on 2 August 2017 in respect of these invoices and others advising that failing payment within 7 days, proceedings would be commenced which actually occurred on 27 August 2017.

11. On the evidence available we are satisfied that each of these transactions was covered by letters of engagement setting out hourly rates and estimates for work done and that the Claimant's Standard Terms of Business were duly incorporated. Despite various allegations and assertions which have emerged in recent submissions, there is no evidence of any complaint or dissatisfaction at the time from the Defendant. Unsubstantiated and vague claims that there were oral variations by Mr. Phillips (who at relevant times was a Legal Director of the Claimant and the relationship manager with the Defendant) have no evidential foundation. Similarly generalized complaints about exceeding estimates are contrary to the contemporary documents as is the suggestion that relevant work was not completed.

12. It is difficult to avoid the inference that cash flow problems may have been at the root of the resistance to this litigation and a totally misconceived notion that the Claimant lawyers should discount for the work they were required to do when, through no fault of theirs, the involvement was commercially unproductive.

13. We are satisfied that there is an ample evidential foundation for each of the claims made and judgment should be entered accordingly for each claimed invoice.

14. Clause 6 of the Claimant's Standard Terms of Business- QFC Branch provides:

If an invoice remains outstanding after 30 days from the date of delivery of the invoice, we reserve the right to (a) charge interest at the lower rate of 2.5% over LIBOR on any amount outstanding after 30 days from the date of delivery of the invoice until payment and (b) suspend work on all matters on which we are advising you and/or to terminate our retainer. In addition, all our invoices will become immediately due and payable.

It is perhaps a harsh regime but clearly part of the contractual deal between the Parties. It should be applied in respect of the 3 invoices subject to the Summary Judgment Orders made on 2 January 2018 and the 3 invoices in this hearing. The Claimant produced calculations which demonstrated the amount of interest due.

15. The Claimant seeks costs in respect of all aspects of this litigation on the basis of complete indemnity. We are not persuaded that in respect of what Mr. Fisher described as a 'relatively simple debt claim' that we should deviate from standard routine practice. The Claimant is entitled to reasonable costs as a successful party which, in the absence of agreement, will be determined by the Registrar.

16. The Order of the Court is accordingly:

- (a) The Defendant shall pay to the Claimant the sums of US\$ 26,727.38, QAR 89,684.32 and US\$ 81,867.86 in respect of the unpaid invoices;
- (b) The Defendant shall pay to the Claimant the sum of US\$ 9651.50 and QAR 9403.21 in respect of the interest claimed; and
- (c) The Defendant shall pay to the Claimant the Claimant's reasonable costs in the case, if not agreed such reasonable costs to be assessed by the Registrar.

By the Court,



Justice Bruce Robertsofi



Representation:

For the Claimant- Mr Paul Fisher, Pinsent Masons LLP (QFC Branch)

For the Defendant- Mr Abdullahtif Hamad Al Mohannadi, Al Shahwani & Al Mohannadi
Law Firm (For part of the hearing)