

In the name of His Highness Sheikh Tamim Bin Hamad Al Thani,

Emir of the State of Qatar

IN THE QATAR INTERNATIONAL COURT

FIRST INSTANCE CIRCUIT

Neutral Citation: [2022] QIC (F) 19

Date: 27 October 2022

CASE No. CTFIC0012/2022

KBF TRADING AND CONTRACTING COMPANY WLL

Claimant

Defendants

V

- (1) MR AKRAM HIDRI
- (2) CREATREA LLC

JUDGMENT

Members of the Court

Justice Frances Kirkham

Justice George Arestis

Justice Rashid Al Anezi

ORDER

- 1. The Claimant's claims fail.
- 2. The First and Second Defendants' claims fail.
- 3. There is no order for costs.

JUDGMENT

- 1. The Claimant and First Defendant entered into two agreements dated 22 February 2021, (i) the Shareholder Agreement and (ii) the Share Transfer Agreement. This case concerns issues arising from the former, namely the Shareholder Agreement ("the Agreement"). Although the Agreement and the Share Transfer Agreement overlap, reference was made in this case only to the terms and effects of the Agreement.
- 2. The company in respect of which shares were to be transferred was Creatrea LLC, a company whose incorporation was registered at QFC on 3 September 2019, and which was licensed by QFC to operate. Its business was described on QFC documents as being "in the business of providing Professional Services in respect of Information Technology Consultancy Activities mainly in relation to 3d Digital mapping and contents developments."
- 3. The Claimant filed a statement of claim and reply, and the Defendants filed a defence, which included counterclaims by both Defendants. The parties annexed copies of documents to their respective pleadings.

- 4. On 28 July 2022 the Court issued directions to the parties as regards the evidence each might wish to adduce. The directions required a witness statement to be provided for each person who would be giving evidence at the oral hearing. None of the parties filed any witness statements or provided additional documents before the date of the oral hearing. At that hearing the Claimant was ably represented by Mr Emad Abouelmaati and a representative of the Claimant company also attended and gave direct assistance to the Court. The First Defendant did not have legal representation but conducted his case well and in a most helpful manner.
- 5. At the hearing the First Defendant sought to introduce further documents. The Court permitted him to do so after having given the Claimant an opportunity to inspect these.
 The Claimant made no objection to the late introduction of these documents.

Background

- 6. The First Defendant was the sole owner and director of Creatrea, the Second Defendant.
- 7. By the Agreement, the Claimant and First Defendant agreed that the First Defendant would sell to the Claimant 50% of his share in Creatrea. The Agreement included the following clauses.
- 8. The recitals to the Agreement stated:

"Whereas the [First Defendant] is the sole member and director of
[Creatrea]

Whereas the [First Defendant] desires to improve the business of [Creatrea] Whereas the [Claimant] is willing to grant such financial support in return of a percentage ownership in [Creatrea] under the terms and conditions mentioned hereinunder..."

9. By clause 2 the First Defendant sold 50% of his shares in Creatrea to the Claimant, who purchased these "with effect from signing of this Agreement."

Clause 3: "The purchase price for the shares shall be an amount of 35,000 Qatari Riyal."

Clause 4:

"[The Claimant] agrees and commits to deposit an amount of 265,000 Qatari Riyal as funds for the business operation under the bank account of Creatrea...in the following manner:

- (i) 100,000 Qatari Riyal deposited under cheque No 00000131 date 22-02-21
- (ii) 50,000 Qatari Riyal to be deposited no later than three months from the date of signature of this agreement.
- (iii) 50,000 Qatari Riyal to be deposited no later than three months from the date of the aforementioned deposit.
- (iv) 50,000 Qatari Riyal to be deposited no later than three months from the date of the aforementioned deposit.

(v) 15,000 Qatari Riyal no later than three months from the date of the last deposit."

Clause 4.1:

"Notwithstanding anything to the contrary contained herein, it is agreed upon by both Parties that in the event the [First Defendant] was unable to secure a Deal/Contract/Project, amounting to 200,000 Qatari Riyals or more, either individually or collectively, during a period of not more than three months (3) from that date of signature of this Agreement, the [First Defendant] shall promptly return to the [Claimant] an amount of 100,000 Qatari Riyals."

Clause 4.2:

"In accordance with the aforementioned sub-clause, the [First Defendant] have furnished the [Claimant] with a security Cheque of 100,000 Qatari Riyals based on a check drawn on The Commercial Bank with the number 01000047 of 100,000 Qatari riyals on 22 September 2021. The [Claimant] shall be entitled to retrieve the security cheque subject to the terms stipulated in sub-clause 2.1" (We note that there is no clause 2.1 in the Agreement.)

Clause 5:

"In consideration of the amount deposited the [First Defendant] shall transfer 50% of his shares in [Creatrea] to the [Claimant]. The [Claimant] undertakes to sign all documents necessary for the transfer of shares subject to the QFC Companies Regulations and in conformity with rules of the QFC Companies registration office".

Clause 7:

[Creatrea] shall have at least two Directors. The Parties shall appoint and designate to act as directors as named below:

Akram Hidri, on behalf of Creatrea

Shiekh (sic) Abdulla Khalifa F M Al-Thani, on behalf of [the Claimant]

The Business of [Creatrea], decisions, documents, and acts shall be conducted and managed by the directors collectively and shall include the dual signature of both directors. The decision of the directors shall be final and conclusive on [Creatrea] in respect of all matters relating to the management and conduct of the day-to-day business of [Creatrea]".

Clause 10:

"In case any Member of [Creatrea] desires to transfer or assign his interest or shares in [Creatrea] he is bound to first offer the same to the other Member by giving 15 days' notice. In the absence of any communication by the other Member, the concerned Member can transfer or assign his share without any restriction."

Clause 16:

a. This Agreement represents the entire agreement between the Parties and supersedes any and all prior agreements or understandings, no modifications shall be valid and binding unless reduced to writing and signed by the Parties."

10. It is not disputed that the Claimant made four payments to Creatrea namely:

QAR 100,000 by cheque dated 22 February 2021

QAR 50,000 by telegraphic transfer on 20 June 2021

QAR 50,000 by cheque which cleared on 15 July 2021

QAR 15,000 by cheque which cleared on 29 September

These payments totalled QAR 215,000.

- 11. As can be seen, (i) the second payment, of QAR 50,000 in June 2021, was later than the date stipulated in Clause 4, and (ii) the total paid was less than the total of QAR 265,000 stipulated in that clause.
- 12. The Claimant claims to have paid the First Defendant in cash the sum of QAR 35,000 referred to in clause 3. The First Defendant contends that no such sum was paid. This is not material to the disputes between the parties; in the absence of evidence from the parties the Court reaches no conclusion as to whether or not such sum was paid.
- 13. It is not disputed that the Claimant paid QAR 8,000 for Creatrea's auditor's fees.
- 14. The First Defendant attempted to arrange for the Claimant's shareholding to be registered with the QFC. This was delayed, but the delay was not the First Defendant's fault. This was explained by QFC itself in its letter to the First Defendant of 9 June 2021:

"Dear Akram Thank you for your email below; I am well and hope you are too. At the onset, let me apologize for the unreasonable delay in processing the application filed by yourself for change of control within the Firm. I completely understand that this should have been attended to much earlier, however, given the current circumstances that we all find ourselves in due to COVID and the corresponding restrictions and WFH situations, somehow this particular request was delayed. The QFC prides itself in the quality of service it offers to its licensed Firms and this is reinforced by the strict SLA's that we have in place for processing materially complete service requests within the time frames stipulated in the SLA's. To this end, kindly note that this matter was placed on high priority and as a result, the Change of Control has now been approved by the QFC.

By way of next steps, kindly proceed to file for transfer of shares over the CRO module in the e-Services portal; upon receipt of the SR for this notification, I will immediately proceed to amend the CRO's records (and in turn, the public register), with the details of the new shareholders."

Once again, I apologize for the delay and any resulting inconvenience this has caused and I hope we can now close this matter imminently. Best regards,

Senior Executive - Commercial Registration, QFC."

- 15. The Claimant's shareholding in Creatrea was registered with the QFC on 12 July 2021.
- 16. On 6 September 2021 the Claimant emailed the First Defendant asking for invoices and documents to show how the sums which the Claimant had invested had been used.

17. On 6 September 2021 the First Defendant asked Qatar National Bank to add Sheikh Abdulla as an authorized signatory together with the First Defendant.

18. On 22 September 2021 the Claimant presented the First Defendants' security cheque (referred to in clause 4.2) for payment. It was not paid as there were insufficient funds available. The Claimant pursued this through the Qatari courts. The First Defendant was acquitted by the Qatari court.

19. On 31 October 2021 the First Defendant wrote to the Claimant:

"Dear KBF; Greetings. I would like to inform you that we have made another request to add Sheikh Abdullah to the authorized directors as per QFC authority.

The delay in the transfer of agreed payments has caused many financial and legal problems:

Rejected cheque

Late payment of wages

Late submission of QFC reports

Late payment of QFC charges

Late submission of the QFC checklist

Late payment for the Quote of Hamad International Airport project. (Project 5M)

Delay on the submission A-learn.

Late payment of rent of office offices

Reject of tender Mada (575 K)...

I hope you understand the situation and that you take our company and our

partnership seriously to avoid any penalties and any legal problems for which

you are fully responsible."

20. By letter dated 2 November 2021 the Claimant wrote to the First Defendant as follows:

"Subject: WARNING LETTER

Dear Mr. Akram, In reference to the shareholder agreement dated Monday,

February 22, 2021 since you have failed to comply with your commitments

in Article 4.1, we hereby request you to pay the amount of 100,000 QAR as per

article 4.1 of the Agreement to KBF Trading and Contracting to the below KBF

Account...."

The issues

21. The Claimant began these proceedings against both the First Defendant and Creatrea

as Second Defendant.

22. The Claimant claims that the First Defendant failed (i) to secure a deal/contract/project

in the amount of QAR 200,00 within the first three-month period and is thus liable to

pay the Claimant the sum of QAR100,000 and (ii) to add Sheikh Abdulla as a signatory

on Creatrea's bank account.

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23. The Claimant explains in its statement of claim that it brings a claim against Creatrea since it is "the subject matter of the Agreement, subject matter of the lawsuit. Further, the financial support which the First Defendant obtained was to improve its business. The amounts claimed to be refunded were transferred to its bank account with Qatar National Bank. Thus the [Claimant] has the right to bring a legal action against it to obligate it, jointly with the First Defendant, to repay the amounts unlawfully received by them and to pay compensation. This is consistent with correct facts and valid laws."

24. The Claimant seeks the following orders:

- terminating the Agreement and reinstating the Parties to the position in which they were before the Agreement;
- that the Defendants jointly repay the Claimant QAR 250,000;
- that the First Defendant pay the Claimant QAR 100,000 pursuant to Clause 4 of the Agreement;
- that the Defendants jointly pay the Claimant QAR 200,000 "in compensation for all damage incurred by it as a result of the incurred losses and loss of profit"; and
- that the Defendants jointly pay the Claimant's legal fees and expenses.
- 25. A defence and counterclaim were provided by the First Defendant for himself and Creatrea. The First Defendant makes the following points:
- 26. The Claimant's failure to make the due payments on time hampered Creatrea's activities and led to its financial instability and lack of funding, especially as Creatrea had initiated several agreements with several parties. The First Defendant had

informed the Claimant of this but he had not taken any positive steps to correct the situation. Although the Claimant had not paid all that he had agreed to pay the First Defendant continued to deal with the Claimant in good faith and as an actual partner, in order to carry on the company's business and development. The First Defendant tried to rectify the unstable financial situation by injecting personal funds to pay employees' wages and maintain the company's daily routine, to preserve its reputation in the market and uphold the contracts which the First Defendant had worked hard to secure.

- 27. The First Defendant contends that "the projects that were secured during the three month period from the date of signing the Agreement amounted to about QAR 2,600,000." The First Defendant lists these nine projects. He annexed to the defence copies of relevant documents.
- 28. The First Defendant also denies all of the Claimant's claims on the ground that these are "based unilaterally on the Qatari civil law despite the fact that the laws that are subject to the consideration of the shareholding contract are the regulations and laws of the Qatar Financial Center and nothing else, therefore Qatari civil law effectively lacks the jurisdiction to review this claim which turns this claim devoid of any legal basis."
- 29. So far as the Second Defendant, Creatrea, is concerned, the defence asserts that steps were taken to deal with the procedures necessary for the transfer of shares, the addition of Sheikh Abdulla to the managers' register with full authority to sign all legal

documents, all as required by QFC. Delays were the fault of QFC, for which it apologised.

- 30. Any delays in registration of Sheikh Abdullah on bank accounts were due to his failure to deal with necessary steps in the process of registration.
- 31. Because of the QFC's delays it was agreed by Sheikh Abdullah and his representative, Mr Muhammad Jadallah, that the First Defendant should take the company forward. That agreement is evidenced by the Claimant's payment of the second tranche due under clause 4, albeit that payment was made late.
- 32. The Claimant did not engage with Creatrea, whether as an individual shareholder or through his nominated director Sheikh Abdulla. Although the First Defendant kept Mr Jadallah informed of activities, the Claimant failed to respond to calls or letters or to attend meetings. The Claimant ceased to participate in Creatrea's operations.
- 33. Because of the First Defendant, Creatrea has been awarded prizes for innovation. The First Defendant provided copies of letters of congratulation.

34. The First Defendant claims:

- a. Compensation of QAR 500,000 for material and moral damage and loss as a result of withdrawing the security check despite the lack of legal basis.
- b. Compensation of QAR 200,000 for his loss of profit as a result of lending money to Creatrea to pay rent, salaries and other expenses.

- c. QAR 300,000 for damage which the First Defendant sustained as a result of defamation and his exposure to legal issues and criminal cases due to bounced checks.
- d. An order that the Claimant relinquish all its shares in Creatrea.

35. The Second Defendant, Creatrea, claims:

- a. QAR 1.5 million in respect of compensation for the damage done by the
 Claimant caused by its not having paid the balance of the money due under the
 Agreement; and
- b. QAR 500,000 compensation "due to the disastrous consequences of the insufficient funds available in the company ... leading to the First Defendant lending Creatrea money in order to pay salaries, rent and other expenses related to the company and to pay any fines owed to QFC that may fall for any reason resulting from the [Claimant]".

36. In its Reply the Claimant asserts that

- a. the First Defendant has not demonstrated deals or contracts; many of the documents on which the First Defendant relies are only price quotations;
- b. the Claimant is entitled to rely on the Qatar Civil Code;
- c. if the First Defendant had indeed put in his own money and secured contracts with a value of QAR 2.6 million then Creatrea would be solvent.
- 37. The Claimant accepts that during the first three months the First Defendant achieved three projects or deals with a combined total value of QAR 37,900.

38. The Claimant alleges that the money which the Claimant had injected into the company had been wrongfully used in that the First Defendant had withdrawn money to which he was not entitled.

Has the Claimant demonstrated that the First Defendant is in breach of clause 4.1?

- 39. There is no definition in the Agreement of the terms "Deal/Contract/Project" referred to in Clause 4.1.
- 40. We take into account all relevant circumstances obtaining in February 2021, including the relationship between the parties, that the First Defendant had begun the company and was its driving force; Creatrea was an IT based start-up company; the Claimant's role was to inject funds and participate in the running of the company through its nominated director, Sheikh Abdulla; and the expectation, in clause 4.1, was that a value could be attached to a Deal, Contract or Project. We deal with the meaning of clause 4.1 against that background.
- 41. We consider that the definition of "Contract" is straightforward. In the Agreement it bears its common meaning of an agreement which is binding on the parties to that agreement, subject of course to the terms of that agreement. A contract in a commercial environment (such as this) will commonly include a provision whereby one party is committed to make payment to the other for a service or for goods and the price or value can commonly be identified in the contract itself. Here, it would need to be shown that Creatrea was committed to provide services to a third party and for which that third party had an obligation to pay.

- 42. In the Agreement the words "Deal" and "Project" are listed separately from "Contract" and must therefore mean something different from "Contract". Further, "Deal" must mean something different from "Project".
- 43. We consider that, in the context of the Agreement, "Deal" means a mutual understanding that Creatrea will undertake work and the other person will be expected to pay for the service provided. The terms of a deal would commonly be included in a subsequent written contract.
- 44. We consider that, in the context of the Agreement, "Project" means a plan agreed with a third party whereby Creatrea and the third party had decided that Creatrea would provide a service for that third party. The parties would have a broad understanding of what might be needed or achieved, but the detail might be at an early stage. While there would be an expectation that work would be commissioned and paid for there would not yet be a binding commitment. It might not be possible to attribute a potential value to a Project, or at least to do so with any accuracy.
- 45. Against those conclusions we consider whether the Claimant has proved that the First Defendant failed to secure a Deal/Contract/Project, amounting to 200,000 Qatari Riyals or more, either individually or collectively, during a period of not more than three months from the date of signature of the Agreement, as clause 4.1 required.

- 46. So far as Contracts are concerned, the First Defendant has provided evidence of concluded contracts, by reference to purchase orders, with a value of QAR 37,900, as the Claimant accepts.
- 47. So far as Deals and Projects are concerned, the First Defendant has provided extensive documentary evidence of potential future work for Creatrea attributable to the period of three months after 22 February 2021. Nine of these are listed on pages 7 and 8 of the defence. Of these one (for which the First Defendant ascribes no value) must be discounted because it predates the Agreement.
- 48. The First Defendant relies in particular on the arrangement he had agreed with the MADA Centre which includes a number of projects. One of the projects discussed with MADA and Qatar Airways, and evidenced in a document dated 9 March 202 (ie within the relevant three-month period) has apparently been completed and the First Defendant says that a request has been made for its implementation. The First Defendant ascribes a value of QAR 858,000 to that project.
- 49. We note that in his letter of 31 October 2021 the First Defendant attributed a value of "QAR 575 K" in respect of a "MADA tender" (ie significantly more than QAR 200,000). That letter was written before the Claimant's letter of 2 November demanding reimbursement of QAR 100,000. It seems to us to support the First Defendant's case.
- 50. For the reasons set out above we accept that it may be difficult to place a value on such Deals and Projects. However, there is no evidence that the Claimant attempted to

evaluate the Deals, Contracts and Projects in Creatrea's portfolio and created before expiry of the three-month period. The Claimant had the opportunity to make appropriate inquiries and carry out any necessary audit or investigation. It could have done this through its nominated director, Sheikh Abdulla, and/or Mr Jadallah. It did not do any of this. The Claimant took the view that only concluded contracts would be relevant and limited itself to a review of concluded Contracts. It put before us no evidence as to the existence or possible value of Deals and Projects.

- 51. The First Defendant, on the other hand, has provided substantial detail of and explanation for the Deals, Contracts and Projects secured during the three-month period, with possible values well in excess of QAR 200,000.
- 52. We conclude that the Claimant has failed to prove that the First Defendant was in breach of clause 4.1. Its claim for repayment of QAR 100,000 therefore fails.

The Claimant's remaining heads of claim

53. We conclude that the Claimant has not demonstrated any legal basis for bringing any claim against Creatrea. Creatrea was not a party to the Agreement. The fact that it is "the subject matter of the dispute" is irrelevant. The only concern which the Claimant has identified as regards Creatrea is that money was "unlawfully" received by it, though that is not explained. The Claimant has not explained what possible cause of action it has against Creatrea or how Creatrea might have any liability to it.

- 54. The Claimant alleges that funds were withdrawn from Creatrea without the Claimant's consent, but even if that had happened, that allegation cannot be applicable to Creatrea itself.
- 55. The Claimant seeks an order terminating the Agreement. It relies on Articles in the Qatari Civil Code and a decision of the Court of Cassation. We should have regard to and apply relevant provisions of the Qatari Civil Code.

Article 172 provides that a contract shall be performed in accordance with its provisions and in such manner consistent with the requirements of good faith.

Article 183 provides that in contracts binding on both parties, where one of the parties fails to perform its obligation towards the other party, the other contracting parry may, upon formal notice, demand the termination of the contract, and may demand compensation if necessary.

Article 185 provides that if a contract is revoked, the contracting parties shall be reinstated to the position they were in prior to the date of the conclusion of the contract.

56. The Claimant referred us to Court of Cassation decision 307 of 2017, in which that Court upheld the provisions of Article 185 as regards reinstating the parties to the position before the date of the conclusion of the contract.

- 57. However, the Claimant has advanced no good reason why it is entitled to an order to the effect that the Agreement be terminated. As set out above, the Claimant has not proved any breach of clause 4.1. But in any event, even if there had been a failure to secure Deals, Contracts or Projects to a value of QAR 200,000, the remedy for such failure is contained within the clause ie repayment of QAR 100,000. The remedy would not have included termination. Any failure would not have amounted to a repudiatory breach. The Claimant has not proved any other breach which might have supported a claim for termination.
- 58. The Claimant has not demonstrated any basis on which the Defendants should be ordered to "repay" QAR 250,000. The Claimant has not proved (i) that the First Defendant has breached his obligations under the Agreement or (ii) that Creatrea has breached any legal obligation it may have towards the Claimant.
- 59. There is no evidence to support the Claimant's allegation that that the First Defendant did not keep the Claimant informed. The First Defendant explained that he provided information to the Claimant. It was the Claimant which failed to engage. Sheikh Abdulla was in a position where he was entitled to information about Creatrea's activities, finances and so on. In any event, the Claimant has not demonstrated any legal liability on the part of the Defendants or loss which the Claimant has suffered.
- 60. There is no evidence to support the Claimant's allegation that the sums which the Claimant invested had been "unlawfully received" by the Defendants. That allegation is not fully explained, but a suggestion of unlawful conduct is potentially a serious allegation and one which should have been supported by proof. But none has been provided. There is no evidence at all as to how the money which the Claimant injected

was used. The Claimant has not proved any wrongful use of money by either Defendant. The Claimant could have obtained such information: Sheikh Abdullah as a director, nominated by the Claimant, was in a position where he could monitor Creatrea's activities and identify any wrongful acts. There is no reason why the Claimant could not have found evidence to support its case if there had been any substance to the allegations.

- 61. The Claimant's complaints about the First Defendant's delays in making the necessary administrative arrangements consequent upon the share transfer and appointment of Sheikh Abdulla are unsubstantiated and unfair, as it appears that the First Defendant did take necessary steps.
- 62. The Claimant claims QAR 200,000 compensation in respect of loss and damage it suffered. However, it has not explained (i) the breach by the First Defendant of the Agreement which might give rise to such a claim or (ii) the legal basis for such a claim against Creatrea. Nor has the Claimant provided any evidence to enable us to understand how that sum is calculated or what loss or damage it represents. At the hearing Mr Abouelmaati explained that it was a sum which the Claimant suggested was appropriate as general damages, but that the sum to be awarded was in the discretion of the Court. We conclude that the Claimant is not entitled to any payment under this head of claim or otherwise for general damages.
- 63. We conclude that all the Claimant's claims fail.

The Defendants' counterclaims

- 64. Creatrea claims "compensation for its interest in the amount of QAR 1.5m for the damage the [Claimant] caused" as a result of the Claimant not paying all sums due under the Agreement. Creatrea also claims compensation of QAR 500,000 for the "disastrous consequences" of insufficiency of funds in the company.
- 65. As explained above, the Claimant paid the sums which it agreed to pay except (i) the second payment of QAR 50,000 was paid late and (ii) the fourth payment of QAR 50,000 was not made at all. However, the Defendants have not demonstrated that Creatrea has a cause of action, or any legal basis, for making such a claim against the Claimant.
- 66. Creatrea's claims must fail.
- 67. The First Defendant claims QAR 500,000 for material and moral damage and loss as a result of the presentation of the security cheque and also QAR 300,000 for damage he sustained "as a result of defamation and exposure to legal issues and criminal cases due to bounced checks".
- 68. As set out above, we have concluded that the First Defendant was not in breach of clause 4.1. The Claimant was thus not entitled to present the cheque for payment.

 While we accept that the Claimant's actions in relation to the security cheque created a very difficult situation for the First Defendant, that situation arose because the First

Defendant had failed to ensure that there were sufficient funds to support the payment.

We therefore conclude that the First Defendant's claim for compensation fails.

- 69. The First Defendant explained that he had injected his own money into Creatrea in an attempt to keep the company going. The Claimant has not denied that assertion. However, the First Defendant has not identified the legal basis on which he is entitled to be paid compensation for this, nor has he provided evidence of how much he claims personally to have injected or how this may have caused him any loss. This claim by the First Defendant for compensation fails.
- 70. The First Defendant seeks an order that the Claimant relinquish all shares in Creatrea. He has not taken the steps set out in clause 10 as to transfer of shares. He has not demonstrated the basis on which he is entitled to an order that the Claimant relinquish his shares. He has not demonstrated why we should make the order he requests.

Costs

71. None of the parties has succeeded in its claims. We make no order as to costs.

By the Court,

[signed]

Justice Frances Kirkham



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

Representation:

The Claimant was represented by Mr. Abouelmaati of Sharq Law Firm, Doha, Qatar.

The First Defendant represented himself as well as the Second Defendant.