

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

Neutral Citation: [2022] QIC (F) 33

IN THE QATAR INTERNATIONAL COURT FIRST INSTANCE CIRCUIT

Date: 26 December 2022

CASE NO: CTFIC0038/2022

AEGIS SERVICES LLC

<u>Claimant</u>

v

DOHA INSULATION TRADING & CONTRACTING LLC

Defendant

JUDGMENT

Before: Justice Fritz Brand Justice Bruce Robertson Justice Rashid Al Anezi

Order

- 1. The Defendant is to pay the Claimant the sum of QAR 7,000.00 forthwith.
- 2. To the extent that any reasonable costs have been incurred by the Claimant in pursuing this claim, it is entitled to recover those costs to be assessed by the Registrar if not agreed upon.

Judgment

- 1. The Claimant, Aegis Services LLC, is a company incorporated and licenced in the Qatar Financial Centre ("QFC"). It conducts business in assisting other entities to obtain International Organization for Standardization Certification ("ISO Certification") in their chosen field. The Defendant is Doha Insulation Trading & Contracting LLC, a company incorporated in the State of Qatar, but not in the QFC. Because of the sum and the nature of the issues involved, the claim was allocated by the Registrar to the Small Claims Track of this Court under Practice Direction No 1 of 2022. In accordance with this Practice Direction, we have decided to determine the case on the basis of the written material before us and without hearing oral evidence. We are satisfied that the Defendant has been duly notified about the claim and served with the relevant material before us.
- 2. In accordance with the allegations in the Claim Form which are uncontroverted, the parties concluded a written contract on 7 October 2021. Pursuant to this contract the Claimant undertook to assist the Defendant in obtaining ISO Certification in the field of Occupational Health and Safety Management Systems from the relevant authority against payment of the sum of QAR 7,000.00. In terms of the contract, this fee became payable in full upon receipt by the Defendant of the required certification. The Claimant's case is that when it succeeded in obtaining the required ISO Certification, the Defendant paid it with a cheque for QAR 7,000.00 issued by what the Defendant described as its sister company, Al Tasqeef for Waterproofing, post-dated to 7 November 2021. On the due date the cheque was presented for payment, but refused by the bank due to lack of funds. When this happened, the Defendant promised to pay the Claimant a cash amount of QAR 7,000.00 in exchange for the dishonoured cheque. But, despite demands and the lapse of more than one year, it has failed to keep this promise.

3. On the face of it, the Defendant has no answer to the claim. In consequence, judgment is awarded to the Claimant in the sum of QAR 7000.00. Although there is no claim for costs, we believe it is only fair that the Defendant should also pay the reasonable costs incurred by the Claimant in pursuing its rightful claim.



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 Defendant was not represented.