



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: [2023] QIC (A) 1

IN THE QATAR FINANCIAL CENTRE  
CIVIL AND COMMERCIAL COURT  
APPELLATE DIVISION

(On appeal from [2022] QIC (F) 7 & [2022] QIC (F) 17)

Date: 17 May 2023

CASE NO: CTFIC0007/2022

ARWA ZAKARIA AHMED ABU HAMDIEH

Claimant/Respondent

v

LESHA BANK LLC

Defendant/Appellant

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JUDGMENT

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Before:

Lord Thomas of Cwmgiedd, President

Justice Ali Malek KC

## Justice Dr Muna Al-Marzouqi

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### Order

1. Permission to appeal the judgments of the First Instance Circuit – *Arwa Zakaria Ahmed Abu Hamdieh v Lesha Bank LLC* [2022] QIC (F) 7 and [2022] QIC (F) 17 – is granted.
2. The judgments of the First Instance Circuit – *Arwa Zakaria Ahmed Abu Hamdieh v Lesha Bank LLC* [2022] QIC (F) 7 and [2022] QIC (F) 17 – are set aside and the appeals are allowed.
3. The Appellate Division will give directions in relation to the assessment of costs both before the Appellate Division and the First Instance Circuit.

### Judgment

#### Introduction

1. These applications for leave to appeal against two judgments given in these proceedings by the First Instance Circuit ([2022] QIC (F) 7 and [2022] QIC (F) 17; Justices Lord Hamilton, Fritz Brand and Helen Mountfield KC) relate to the duties of a former employer when an expatriate ex-employee seeks to change employment and transfer sponsorship to a new employer established outside the Qatar Financial Centre ('QFC') and thus a non-QFC entity.
2. The background can be shortly stated. The Respondent, Arwa Zakara Ahmed Abu Hamdieh ('**Ms Hamdieh**') was employed by the Appellant, Qatar First Bank LLC (the '**Bank**') as head of its legal and compliance and its board secretary. Ms Hamdieh is a Jordanian national who resides in Qatar. The Bank is established in the QFC; its name has been changed to Lesha Bank LLC.
3. Ms Hamdieh's employment with the Bank commenced on 8 June 2020. In accordance with the terms of her employment contract, her employment terminated on 17 June 2021 with effect from 16 August 2021.

#### The proceedings before the First Instance Circuit

4. Ms Hamdieh received from the Bank all the benefits to which she was entitled on termination. Her complaint is that the Bank acted in breach of her employment contract

and duties under the law in failing to complete the process of transferring her sponsorship to her new employer after the termination of her employment with the Bank. She claimed damages on the basis that the Bank's wrongful actions prevented her from starting work with her new employer, a non-QFC entity in Qatar, and claimed for the amounts that she asserted that she would have received had the Bank complied with its obligations towards her. She also claimed damages for emotional distress.

5. On 24 February 2022, Ms Hamdieh applied for summary judgment against the Bank on the basis that it had no defence to her claims. Following a short hearing on 25 April 2022 at which Ms Hamdieh appeared in person and the Bank was legally represented, the First Instance Circuit on 12 May 2022 gave summary judgment ([2022] QIC (F) 7; the '**First Judgment**') and directed the Bank to undertake the following actions:

*(a) to facilitate the renewal of the Respondent/Claimant's [Qatar Identity Card] which expired on 3 September 2021;*

*(b) to issue and provide the Respondent/Claimant with a new and valid No Objection Certificate (NOC) in accordance with the Immigration Department's rules;*

*(c) to provide the relevant authorities with a copy of the Appellant/Defendant's valid company licence and computer card with the signatory of the NOC matching the authorized signatories on the Appellant/Defendant's computer card;*

*(d) to remove any notices issued by the Appellant/Defendant to the authorities that would prevent the completion of the sponsorship transfer;*

*(e) to complete the Appellant/Defendant's section of the online application for the sponsorship transfer on the Ministry of Labour's portal;*

*(f) to execute the transfer application documents as per the Immigration Department's requirements; and,*

*(g) to provide the Ministry of Labour and/or the Immigration Department with any further information and/or documents requested by those authorities to successfully complete the sponsorship transfer.*

The Bank complied with the Order.

6. The First Instance Circuit gave directions to the parties for a further hearing to deal with the outstanding issues in dispute – whether the Bank was “*in culpable breach*” – causation, damages and costs. A hearing took place on 27 and 28 June 2022. At the

hearing, Ms Hamdieh again appeared in person. The Bank was represented by Ms Chadia El Meouchi, Ms Carine Farran and Ms Grace Alam who had not represented the Bank at the summary judgment hearing.

7. On 4 July 2022, the Bank made an application for permission to appeal from the First Judgment.
8. On 25 September 2022 the First Instance Circuit gave a second judgment in favour of Ms Hamdieh ([2022] QIC (F) 17; the ‘**Second Judgment**’). She was awarded damages covering loss of earnings and emotional distress. Ms Hamdieh was granted her reasonable costs (if any) to be assessed by the Registrar.
9. On 7 October 2022, the Bank made an application for permission to appeal in relation to the Second Judgment. We subsequently ordered that the applications for permission to appeal in respect of the First and Second Judgments be consolidated and heard together in a single oral hearing with the appeal to follow if permission to appeal was granted; execution of the second judgment was stayed. The appeal hearing took place on 19 and 20 March 2023.

#### The applications for permission to appeal

10. These applications for permission to appeal raise issues of general importance in the State of Qatar concerning the duties of former employers in relation to the change of employment of an ex-employee and the transfer of sponsorship to a non QFC entity. That is a reason for granting permission – *Chedid & Associates v Said Bou Ayash* [2015] QIC (A) 2 where Lord Philips, President, said at paragraph 17:

*The remainder of the judgment on the merits raises arguable issues of general importance in relation to QFC employment and contract law, and accordingly we grant the Claimant permission to appeal against that judgment*

See also the other decisions set out at paragraph 27 of the judgment in *Leonardo S.p.A v Doha Bank Assurance Company LLC* [2020] QIC (A) 1.

11. In addition to the issues relating to the duties of employers, issues of general importance are also raised concerning the approach that a Court should take to proving damages in contract and on the law relating to judicial bias. We also consider that there are arguable

grounds for concluding that the First and Second Judgments are wrong and so causing the Bank a serious injustice.

12. Accordingly, we decided that it was appropriate that permission to appeal be given in respect of the First and Second Judgments under article 35.1 of the Qatar Financial Centre Civil and Commercial Court Regulations and Procedural Rules (the '**Rules**').
13. We decided on the first day of the hearing to admit evidence from the Ministry of Labour ('**MOL**'). The Bank had applied before the First Instance Circuit to admit such evidence before the First Instance Circuit, but the application was refused shortly before the second hearing on 21 June 2022 because it was made late. We considered it essential that we fully understood both the legal framework as to how, after the reforms to the labour and immigration law in Qatar in 2020, changes of employment and sponsorship transfers take place and what actually takes place in practice, as an essential part of the practice is the operation of the MOL portal system. It was for this reason that we took the exceptional course of calling for evidence from the MOL to ensure that we did not decide this appeal on an incomplete basis and which might cause confusion as to how employment and sponsorship transfers take place to employers which are non-QFC entities and as to the duties of the former employer to an ex-employee.
14. We therefore received oral evidence from Mr Abdulrahman Abdullah Al-Shammari (the '**Official from the MOL**'), a Labour Dispute Resolution Researcher and Public Relations Representative. The Official from the MOL explained to the Court how the MOL portal system operated. He also provided the Court with documents concerning three applications made by Ms Hamdieh through the MOL portal following the termination of her employment with the Bank; these documents had not been before the First Instance Circuit. In questioning by the Court and by the parties, considerable assistance was given by the Official from the MOL for which we are grateful. We explain the significance of his evidence below.
15. The First Instance Circuit found that Ms Hamdieh was a "*a truthful and measured witness whose evidence was to be preferred to that of the Bank where there was a conflict*" (Second Judgment at paragraph 8). It was not necessary for us to question such a finding. It would be very unusual to do so as the First Instance Circuit had had the benefit (which we have not had) of hearing from Ms Hamdieh as a witness and from

other witnesses. However, it is clear from the documents provided by the Official from the MOL that her recollection of what happened is inaccurate in some material respects.

16. The matters raised before us can be summarised as follows:

- Legal framework.
- Practical framework.
- The facts.
- Ms Hamdieh's case.
- First and Second Judgments.
- The Issues:
  - i. Whether the First Instance Circuit was right to grant the application for summary judgment.
  - ii. Whether the First Instance Circuit was right to hold that the Bank was in breach of its duties under article 10 of the Qatar Financial Centre Employment Code 2010 (the '**Employment Code**').
  - iii. Whether the First Instance Circuit assessed damages on the correct basis.
  - iv. Whether the proceedings before the First Instance Circuit were unfair to the Bank due to judicial bias.

## **Legal Framework**

### Background

#### *Laws and Regulations*

17. The laws and regulations that are relevant to these appeals are complex, as it is necessary to consider both the national laws of the State of Qatar which are of general applicability in Qatar and the laws which are applicable to employers and employees in the QFC. The most significant are:

- i. Labour Law (Law No. 14 of 2004) as amended in 2007, 2009, 2014, 2015, 2017 and 2020.

- ii. Immigration Law (Law No. 21 of 2015) governing the entry, exit and stay of expatriates (the '**Immigration Law**') as amended by Decree No. 19 of 2020.
- iii. Executive Regulations to the Immigration Law issued by the Ministry of Interior (Decision No. 25 of 2019), as amended in 2020 (the "**Executive Regulations to the Immigration Law**').
- iv. QFC Immigration Regulations issued by Regulation No.11 of 2006 (the '**QFC Immigration Regulations**').
- v. QFC Employment Regulations of 2020.
- vi. QFC Employment Code of 2010.

Annex 1 to this Judgment sets out the relevant provisions.

18. It is important to note that:

- i. Article 3 of the Labour Law 2014 as amended and article 2 of the QFC Immigration Regulations are important when considering the delineation of the scope of national law and QFC law.
- ii. National laws are relevant for two reasons:
  - a. Although the QFC Immigration Office applies the QFC Immigration Regulations to QFC entities, it applies the national laws, regulations and procedures applicable to changing employment as these govern the grant of work permits by the Ministries in Qatar.
  - b. National laws are applicable when a QFC employee wants to change employment to employment by a non-QFC entity.
- iii. There are two relevant Ministries in the State of Qatar – the MOL and the Ministry of Interior ('**MOI**') - and one relevant office in the QFC – the QFC Immigration Office.

19. Before considering the legal framework relevant to the change of employment and transfer of sponsorship to a non QFC entity in Qatar in detail, it is necessary to set out the background with reference to the overall requirements in relation to working as an expatriate in Qatar. It is important to appreciate the significant reforms made in 2020 which made major amendments to the rights and obligations of ex-employees and former employers and to the practical processes for changing employment. The overall requirements after the reforms can be summarised as follows:
- i. Expatriates can work in Qatar if they have approval to work in Qatar based on the requirements of the MOL and MOI.
  - ii. Any expatriate who works in Qatar must have both (a) a work permit from the MOL (article 23 of Labour Law No. 14 of 2004 as amended by Law No. 18 of 2020; article 4 of the Immigration Law; and article 13 of the Executive Regulations to the Immigration Law), and (b) the sponsorship of an employer (see articles 1 and 17 of the Immigration Law and articles 62 and 64 of the Executive Regulations to the Immigration Law; and article 9 of the QFC Immigration Regulations). Work permits are granted to those who have obtained employment in compliance with the regulations from the employer, and the employer is then treated as the sponsor of the employee as a consequence of the employment. The sponsor is responsible for the expatriate whilst in Qatar and has obligations to the state to report the expatriate if employment ceases and the expatriate either does not obtain new employment and sponsorship or does not leave Qatar. Sanctions can be imposed on the sponsor under article 19 of the Immigration Law if it breaches these obligations.
  - iii. An employee who has an employment agreement with the sponsoring employer is then issued with a visa (see article 4 of the Immigration Law), if the other requirements are met. The employee must also be issued with a residency permit by the MOI, commonly referred to as a “Qatar Identity Card” (**‘QID’**) (see article 8 of the Immigration Law).
  - iv. If the QID expires and is not renewed or is cancelled, then the expatriate must leave Qatar within 90 days (article 24 of the Immigration Law; and article 20 of the QFC Immigration Regulations).



20. Prior to the reforms of the immigration and labour laws in 2020, one of the key aspects of the labour law (then often referred to as the Kafala system) was the inability of expatriate workers to change employment and transfer sponsorship to a new employer before the end of their employment agreement without first obtaining their employer's consent: see article 22 of the Immigration Law of 2009. The system gave rise to the possibility of the abuse and exploitation of expatriate workers, particularly where the former employer prolonged the process.
21. In 2020, the State of Qatar made several reforms to its labour law and law regulating the entry/exit of expatriates and their residence to facilitate for employees the process for changing employer and transferring sponsorship to a new employer. Under the 2020 reforms, an expatriate may transfer to another employer under regulations set by the MOL (see article 21 of the Immigration Law as amended). The requirement that the transfer of sponsorship required agreement between the former employer and new employer was abolished by the repeal of article 22 of the Immigration Law of 2009 (by Decree No. 19 of 2020 which amended the Immigration Law), and the amendment to article 65 of the Executive Regulations to the Immigration Law. Employees can, since 2020, terminate their existing employment on giving notice; articles 39 and 49 of Labour Law No. 14 of 2004 (as amended) provide a right to employees to change employer unilaterally on giving notice and for the notice period to be one month if employment has been for up to two years, or two months after two years. After notice has been given, employees can begin the process of changing to new employment and obtaining a transfer of sponsorship without the intervention of their ex-employers, except when the ex-employer objects to the transfer. In these cases, the employee may challenge the objection.
22. The change of employment and transfer of sponsorship to a non-QFC entity is governed by laws, regulations, and procedures as elaborated in this section of this judgment (the Legal Framework) and in the next section (the Practical Framework).

The two stages of the transfer process to a non QFC entity

23. There are two stages in the process for the change of employment and transfer of sponsorship from an employer incorporated within the QFC to an employer which is a non-QFC entity. In the first stage, the employee makes an application to the MOL for its

approval to change employer. In the second stage the new employer completes the other sets of requirements through the MOI to issue the work permit for the employee and a new QID which will bear the name of the new employer.

24. What this means in practice is that an employee who wishes to change employment and transfer sponsorship must first file an electronic request using the Hukoomi portal, an electronic governmental services portal that links all governmental entities under one gateway and directs users to governmental entity services. The employee can make the application immediately after notice of the termination of the employment with the ex-employer is given; the employee then must follow the requirements set out by the MOL on the portal, with notifications being given to the new employer and ex-employer. The new employer must also submit a request for MOL approval to the transfer through the Hukoomi portal which then directs the employer to the MOI's Metrash portal.
25. The evidence and submissions in the proceedings focussed on the following issues in relation to sponsorship transfer:
- i. The responsibilities of the former employer in the transfer process.
  - ii. The position where a QID has expired after termination of employment.
  - iii. The responsibility for obtaining a QID for an ex-employee after expiry of the QID.
  - iv. The relevance and status of the Employment Code.

It is necessary first to set out the current legislative and other provisions relating to these four issues.

*The responsibilities of the former employer in the transfer process*

26. This first issue concerns the position of the former employer on the change of employment and transfer of sponsorship to a new employer. This is covered by:
- i. Article 21 of the Immigration Law:

*An expatriate coming for work can move to work with another employer in accordance with the rules and procedures set out by the Ministry of Administrative Development, Labour, and Social Affairs.*

ii. Article 65 of the Executive Regulations to the Immigration Law:

*The change of employer is subject to the relevant applicable laws and regulations, and is in accordance with the following requirements:*

- 1- *Notification of the competent authority at the Ministry of Labour in accordance with the applicable rules and procedures.*
- 2- *The QID of the expatriate being valid, or within ninety (90) days from the date of its expiry, unless it expired for reasons that are outside the expatriate's will.*

27. Prior to these amendments, the employer was required by article 22 of the Immigration Law to provide a "No Objection Certificate" ('NOC'); this provision was repealed in 2020. NOCs were signed on behalf of the ex-employer. It is usual for the signature on a document such as an NOC to be verified by examination of an Establishment Card, usually called a "Computer Card" – an official document required by the Government of Qatar which shows the signatures of those authorised to sign on behalf of an employer. A NOC was not required after these amendments if the employee was changing employment from any private entity to another private non-QFC entity.

28. This change was confirmed by the MOL in a letter dated 3 October 2022 to the Bank's representatives: "[NOC] is not required for the request to change employer". This letter also set out 3 situations where a former employer can object to a change of employer:

*The objection on the notice period granted to the employee to change his/her employer provided in Article (49) of the Labour Law.*

*- The request of the employer to be compensated for the value of the ticket and the recruitment/admission fees, if the employee expressed his desire to change and work for another employer during the probation period provided in Article (39) of the Labour Law.*

*-In the event of a change towards a competing company/employer, and for such objection to be valid, the employer shall prove to have for the concerned employee a labour contract authenticated by the MOL that contain the non-compete clause.*

29. The letter pointed out that when an objection was made, it had to be supported by all documents that prove the motives behind the objection.

*The position where a QID has expired after termination of employment*

30. The second issue concerns what happens on the expiry of a QID after the termination of the employment contract. It is ordinarily the duty of the employer to renew the QID of a current employee; there is no responsibility on an ex-employer to renew the QID of an ex-employee. This is made clear by the provisions of article 17 of the Immigration Law (set out at paragraph 33 below) and article 65 of the Executive Regulations to the Immigration Law, which permit the transfer to a new employer within 90 days from the expiry of the QID (as is set out at paragraph 26 above). As regards those employed by a QFC entity, the position is covered by the QFC Immigration Regulations. The employee must request an extension from the QFC Immigration Office or leave the State of Qatar (see article 8 of the QFC Immigration Regulations) or transfer the sponsorship within the time provided by article 20 of the QFC Immigration Regulations.

31. Article 20 of the QFC Immigration Regulations provides as follows:

- (1) Except as required by these Regulations and subject to paragraph (2) of this Article, the QFC Employee, and any Family Member who is sponsored by the QFC Employee, shall leave the State within ninety (90) days from (A) the date of termination of the employment for which he was granted the entry visa or residence permit; or (B) the date on which such entry visa or residence permit expires, if earlier.*
- (2) Paragraph (1) of this Article shall apply to the extent the QFC Employee in question is sponsored by a QFC Employer.*

*The responsibility for obtaining a QID for an ex-employee after expiry of the QID*

32. The responsibility for renewing a QID which has expired after the employment with the former employer has terminated at the end of the notice period is on the new employer rather than the former employer; the ex-employer has no reason to do so and is not permitted to do so. The process for renewing the QID by the new employer is for the new employer to renew the [work] residency permit through the MOI and the employee then receives a new QID.

33. Article 17 of the Immigration Law generally applicable to all in Qatar provides as follows:

*The person responsible for the residence of the expatriate is determined as follows:*

- (1) the employer alone and no one else, for the expatriate worker.*

(2) *The head of the family, with respect to the members of their family who are residents with them in the State, and a woman's residence may remain the responsibility of the head of the family, even if she works.*

*If a marriage ends for any reason, it is possible for any of the family members to transfer to another Sponsor, after the approval of the competent authority, in accordance with the rules issued by virtue of decision from the Minister.*

(3) *The host, with respect to the visiting expatriate.*

(4) *The competent authorities in the State with respect to expatriates who enter the State for other purposes.*

34. Article 11(5) of the QFC Immigration Regulations makes specific provision for those who continue to be employed in the QFC: *“The Employer shall apply to the Immigration Office to renew an expired residence permit on behalf of a QFC Employee”*.

*The relevance and status of the QFC Employment Code 2010*

35. The last issue concerns the relevance and status of the Employment Code issued on 8 February 2010. The First Instance Circuit placed substantial reliance on article 10 of the Employment Code in finding that the Bank was in breach of duty. The material provisions of the QFC Employment Code are these.
36. The preamble of the Employment Code provides:

*The QFC Authority (QFCA) administers the QFC Employment Regulations and the QFC Immigration Regulations which collectively govern employment and sponsorship of QFC Employees and their Family Members in the State of Qatar.*

*The Employment Regulations create a framework for the Employer and Employee to contract freely on the terms of employment as they wish, subject to certain minimum requirements intended to protect Employees. The Employment Regulations cannot be read without reference to the Immigration Regulations in respect of Employees sponsored by the Employer (Sponsored Employees). All Sponsored Employees are subject to the requirements of the Immigration Regulations which advance the requirements and policies of the State on the right of non-Qatari Nationals to be employed and to reside in the State.*

*Recently it has come to the Board's attention that QFC Employers and Employees may not be fully aware of their respective rights and obligations under these Regulations. The QFCA Board now issues this Code to codify employment principles in the QFC. QFC Employers are required to ensure that a copy of the Code is provided to each current Employee. Employers must also*

*ensure that each prospective Employee is aware that residency in the State is coterminous with sponsorship and employment.*

37. What is clear from the preamble is that the Employment Code primarily purports to codify employment principles applicable to those employed by QFC entities at its date of issue in 2010. Different principles applied to those who transferred to employment by a non-QFC entity, as their position was and remains governed by national law and the Code is of more limited application. However, what is important to consideration of the obligations under the QFC Employment Code is that following the 2020 reforms, the requirements of national law were significantly changed as we have already outlined.

38. The First Instance Circuit in their judgments referred to two articles of the Employment Code - articles 7 and 10; it is also helpful to refer to article 8. They provide as follows (so far as is material):

*Art. 7 Responsibility of Sponsor: The Employer is responsible for any Employee it sponsors until such time as the Sponsored Employee either: a) departs the State; or b) the Employee's sponsorship is transferred to another employer in the State, whether in the QFC or outside the QFC.*

*Art. 8 No Residency Without Sponsor/ Employer: A Sponsored Employee who is terminated from his employment must not remain in Qatar unless he is able to transfer sponsorship to a new employer. If documents are not filed with the Ministry of Interior to transfer the sponsorship of the Employee within thirty (30) days the termination of the Employment Contract the Employer must take steps to cancel the Sponsored Employee's (and any Family Member's) Residency Permit. The Sponsored Employee (and any Family Members) must leave the State within seven (7) days of the cancellation of the Residency Permit(s).*

*Art. 10 Obligation to Permit Transfers of Sponsorship: Employers must take all steps necessary to permit their Employees, whether Sponsored or not, to transfer to another employer in the State, whether in the QFC or not. This includes providing all documentation required under State or QFC requirements, including all non-objection letters and consents.*

*a. Disputes regarding the terms of termination, any alleged breach of the Employee of the terms of the Employment Contract and/or the amount of the financial settlement must be delinked from the Sponsored Employee's right to seek new employment in the State, whether in the QFC or not.*

*b. In the event of a dispute regarding the termination, including the amount of the financial settlement the Employer may NOT withhold the non-objection letter pending resolution of such issues.*

- i. *If there is dispute regarding amounts owed to the Employer, or an alleged breach of the Employment Contract, by the Employee the Employer may file a claim with the ESO to seek legal redress as provided for in the Employment Contract.*
- ii. *If there is a dispute regarding amounts owed to the Employee, the Employee may file a claim with the ESO or seek legal redress as provided for in the Employment Contract. However, if the Employee signs a document agreeing to the final settlement and waiving all further rights against the Employer such document may constitute acceptance by the Employee of the final settlement amount.*

39. As recorded in the Second Judgment at paragraph 18, the First Instance Circuit received evidence from Ms Luigia Ingianni, the Commissioner of the QFC Employment Standards Office. During her evidence she referred to the Employment Code and pointed out that it was issued in 2010; at that time, there was a risk of abuse by the employer, and it was therefore necessary to provide under article 7(b) of the Employment Code that the employer was responsible for the employee until the sponsorship was transferred. Law No. 18 of 2020 which amended the national Labour Law (Law No. 14 of 2004) “*completely changed the landscape of the transfer of sponsorship*”. She said that under the amended national legislation, sponsorship transfer to a non-QFC entity is in the control of employees; article 10 of the Employment Code was dealing with the applicable procedure before 2020.

40. In summary:

- i. The consent of the ex-employer is not necessary when the application for transfer to a non-QFC entity is made to the MOL or MOI.
- ii. There is no requirement under the legislation for an NOC when the transfer is to a non-QFC entity. A former employer has limited grounds of objection to change of employment and the transfer of sponsorship; any objection must be documented or the MOL will have no regard to it. The MOL can override any objection.
- iii. A valid QID is not a requirement for the transfer process. None of the QFC or Qatari laws mentions a valid QID as a requirement for the transfer process. In

particular, it is clear from article 65 of the Executive Regulations to the Immigration Law that a valid QID is not one of the documents required.

- iv. Article 65 of the Executive Regulations to the Immigration Law contemplates the ability to transfer sponsorship within the 90-day grace period after the QID has expired, or even with an expired QID when the employee's QID expired for reasons that are outside of his control.
- v. The responsibility for renewing a QID is on the new employer when the sponsorship transfer is completed. National legislation does not permit the former employer to renew a QID as it is only the employer who can apply for the renewal of the QID when the work permit is issued for the new employee.

### **Practical Framework**

- 41. Any consideration of the legal requirements relating to employment and immigration for the transfer of sponsorship would be incomplete and potentially misleading if the practical considerations involving a transfer are overlooked. This goes not only to the issue of the duty of the employer to an ex-employee, but also to the issues of causation and damages.
- 42. We have had the benefit of gaining a greater understanding than the First Instance Circuit of the practical aspects of change of employment and transfer of sponsorship as a result of the oral evidence of the Official from MOL as well as the documents relating to the three applications that were made by Ms Hamdiah to the MOL in November and December 2021.
- 43. We have set out at paragraph 26 above the provision of article 65 of the Executive Regulations to the Immigration Law, but it is also important to note the provisions made by article 21 of the Immigration Law as amended, that an "*Expatriate coming for work can move to work with another employer in accordance with to rules and procedures set out by the [MOL]*".
- 44. The procedures are set out on the MOL's website in a simple guide to changing employer through the portal. The employee who has a new employer can initiate the process on the portal immediately after notice has been given by the employer or the employee to terminate the employment, though the employee cannot enter into the



contract with the new employer until the notice period under the agreement with the former employer has expired. The steps for the use of the portal are clearly set out on the website of the MOL and are as follows:

- *Documents required to submit your application:*
- *Download, fill and sign the "Change Employer Form".*
- *For specialised professions: Attach a certified copy of the educational qualification and a license of practice from the concerned authorities in the country.*
- *Attach the health insurance certificate of the applicant who is over 60 years old.*
- *The application will be processed by the competent department at the Ministry of Administrative Development, Labour and Social Affairs and a confirmation will be sent within a week of the date of the submission of the application.*
- *After processing the application, the Ministry will send a text message to the worker and the current employer informing them that the notice period of the worker has started. In case the application is incomplete, further information will be requested.*
- *After the expiry of the legal notice period, the new employer must conclude an employment contract with the worker, through the digital certification service of the employment contracts.*
- *After completing the contract certification, the new employer must enter to the electronic services of the Ministry of Interior through Metrash2 or the Ministry of Interior website to complete the procedure for changing the employer.*

It may be noted that the portal does not refer to transfer of sponsorship, as since 2020 it has been the practice of the MOL and MOI to look at a transfer solely in terms of change of employer; sponsorship is seen as a relic of the Kafala system. However, we have continued to use the term as it is used in the legislation and the whole argument before the First Instance Circuit and us proceeded by reference to both a change of employment and a change of sponsorship.

45. The critical point to stress is that the former employer of the transferring employee has no role in the transfer. This follows once it is appreciated that one of the vices of the pre-2020 system in Qatar was that a former employer could cause abuse. The reforms made in 2020 meant that the change of employment and the transfer of sponsorship to a non-QFC entity does not require, either as a matter of law or of practice, the consent

of, or any release by, or any signature of, the current employer of the employee; no consent and no document is required from the current employer. A NOC is therefore not required and a computer card to verify the signatures is not required. A QID is required, but the law provides, as we have set out, for a 90-day grace period.

46. The Official from the MOL gave important information about the operation of the MOL portal. In particular, the following points were established by his evidence:

- i. The MOL portal came into operation after the new law in 2020 and has not changed.
- ii. The employee must apply for a change of employer; the intervention of the former employer in the process is not permissible.
- iii. When the application is submitted, a text message (SMS) is received by the employee and the new employer; the former employer is also notified by text message of the requisite period of notice. The former employer can at this stage submit a written objection supported by documentary evidence to the Employee Relations Department of the MOL. All objections to transfer by former employers are scrutinised by an Objections Committee in the MOL comprised of legal experts. Only those objections which are deemed to be valid are placed on the file and prevent a transfer. If the objection is not justified, the MOL can override it and transfer the sponsorship if a new request to transfer is submitted.
- iv. When a transfer application is rejected, the applicant (the employee) is notified by text message of the rejection, and told orally of the ground of rejection if the employee makes enquires of the MOL.
- v. No NOC is required on transfer to a non QFC entity unless the employee was transferring from a government or quasi-governmental entity. The Bank is not such an entity.
- vi. There is no requirement for a QID to be valid or renewed. As the QID is the responsibility of the MOI, the MOL would never ask for a valid QID.
- vii. When an application is rejected, the employee is required to submit a new application.

## The Facts

47. The parties helpfully provided a chronology (largely agreed) of the relevant facts and much of what appears below is taken from this document. Where a matter is disputed, we note this. The chronology did not contain Ms Hamdieh's applications made through the MOL portal that were provided by the Official from the MOL, as these matters were not known before the Official from the MOL gave evidence.
48. The relevant facts can be briefly summarised as follows.

### The period after notice of termination of Ms Hamdieh's employment in June 2021

49. Following the termination of her employment, during the period 17 June to 16 August 2021, Ms Hamdieh served her notice period.
50. On 30 August 2021, the Bank sent an email to Ms Hamdieh regarding the transfer of her sponsorship. Ms Hamdieh replied stating, *"I'll update you as soon as I have any updates from my employer including the required documents"*.
51. On 3 September 2021 Ms Hamdieh's QID expired. On 22 September 2022 the Bank wrote to Ms Hamdieh on the sponsorship transfer process stating, *"Can you please update us on the Sponsor transfer. If you need any clarification on the transfer documents, please feel free to contact us."* Ms Hamdieh replied: *"Please share copies of the CR, and computer card. My QID needs to be renewed before the forms are prepared. I'll let you know if other documents are needed"*.
52. On 30 September 2021, the Bank wrote as follows: *"Dear Arwa, please send us your new employer CR and computer card copy to send you ours. Regards"*. Ms Hamdieh replied: *"I'll request the documents and send them across as soon as I receive them. in the meantime, the QID has to be renewed as the transfer can't happen with an expired QID. please advise when will that be done"*. On the same date the Bank wrote: *"The transfer can be done with an expired QID. We are not liable for renewing your QID"*.
53. Ms Hamdieh's oral evidence to the First Instance Circuit on 27 June 2022 was that she and her new employer followed up directly with the Immigration Department on two separate visits during the period 1-15 October 2022 regarding the request for a valid QID for the purposes of the sponsorship transfer request; and that the Immigration

Department confirmed on both visits that a valid QID was required for the sponsorship transfer process. The Bank disputed this evidence below.

54. On 1 November 2021, the Bank wrote to Ms Hamdieh about the sponsorship transfer as follows: *“Kindly update us on your transfer sponsorship status. As discussed, this is the final reminder before we proceed to next step.”* On the same day, the Ms Hamdieh replied:

*As discussed in our call today, my new employer checked with the main immigration department twice and they got feedback that the QID has to be renewed before the transfer. Let me know how this will be resolved as I would like to finalize the transfer ASAP.*

55. On 2 November 2021 the Bank stated: *“Upon checking with our Government relation officer, please note that the below information is not correct. Please finalize your transfer process before Sunday 07 November 2021”*. The Bank followed this up with an email on 8 November 2021: *“You have until tomorrow, 09 November 2021 to respond to us with clear information about your immigration situation, otherwise, we will cancel your visa.”*

The applications on the portal made by Ms Hamdieh in November 2021

56. The First Instance Circuit did not have evidence of the applications made by or on behalf of Ms Hamdieh to the MOL on the portal. The Official from the MOL provided this evidence. The first application made by Ms Hamdieh was made on 7 November 2021 on the portal as required under the reforms introduced in 2020. She applied to transfer from the Bank to a company called “Middle East Company” and whose Computer Card was numbered 11599903. Among the documents that accompanied her application was a document headed *“Changing the Employer”* which referred to Ms Hamdieh’s expired QID (27240001263). It also included the Computer Card of “Professional Security Services Co,” numbered 1159906. This application was rejected on the basis that the information about the new employer did not match the attachment; the Computer Card was not from “Middle East Company.”
57. The Official from the MOL who gave unchallenged evidence to us confirmed that no prior application had been made by Ms Hamdieh. He explained that even cancelled applications would have remained on the relevant file had they existed. The evidence from the Official from the MOL fits uncomfortably with the finding of the First Instance

Circuit made on the basis of Ms Hamdieh's evidence that "*the new employer started the process of transferring [Ms Hamdieh's] sponsorship at the end of August 2021*" (at paragraph 17).

58. A second application was made on the portal on 23 November 2021. The application was to transfer from the Bank to Professional Security Services Co. This was rejected, the grounds given for rejection being that (i) the applicant did not attach a document showing the notice period to the employer according to article 49 of the Labour Law, and (ii) the period of her service was not detailed in order to calculate the notice period according to article 49 of Decree No. 18 of 2020 amending Labour Law No. 14 of 2004.

59. On 23 November 2021, the Bank sent an email to Ms Hamdieh:

*Please note: This email is your final notice to submit your documentation for transfer of sponsorship today, otherwise, tomorrow morning we will cancel your visa as per QFC employment standard regulation.*

60. The Bank wrote to the QFC Employment Standards Office ('ESO') informing them that Ms Hamdieh had finished the notice period, did not transfer her sponsorship to another company, the Bank had not heard back from Ms Hamdieh, and requested the ESO's assistance in closing this matter as they did not want to be responsible for any complications. The ESO's recommendation was for the Bank to file an absconding report, which in their view, "*will be the proper solution in this case*".

61. There is a dispute as to whether or not the Bank did file an absconding report. There was no documentary evidence before the First Instance Circuit or this Court that a report was sent. Ms Hamdieh says that the Bank's legal representatives during the hearing on 24 April 2022 admitted that a report was served. The Bank denies that a report was served or that it made any complaint about Ms Hamdieh to any Qatari authority.

62. In addition to an absconding report, Ms Hamdieh contended that an objection notice was served by the Bank. She contends that on 16 December 2021 the MOL told her that it was necessary to obtain an NOC from the Bank. This allegation was denied by the Bank. She wrote on 16 December 2021 in these terms:

*Hi Mohammed, You and your team have been emailing and calling to get the transfer done and I have stated many times that the transfer*

*application is in process, and I mentioned several times that the process has changed during the pandemic and the new process needs to be followed. You and your team don't seem to be up to date on the new requirements and don't want to listen to good advice. Today I get to know that the Bank [Appellant/Defendant] has been blocking the transfer this whole time, so what is this immature behavior? Either issue a non-objection letter or unblock the transfer process.*

63. The Bank replied on the same day (16 December 2021): “*Your email is not true. Our team didn't call for this, we called to help. We are ready to transfer just bring us the documents needed and we will assist.*” Ms Hamdiah made a request for a NOC and a copy of the Bank’s Computer Card. The Bank asked her to provide the Computer Card of her new employer in order for the Bank to provide an NOC. Ms Hamdiah responded: “*There is no requirement for that as per the Ministry, as I mentioned earlier, the NOC states to another sponsor.*” It is at this point of time that Ms Hamdiah’s evidence was that she sought the assistance of the Bank’s external counsel.
64. On 21 December 2021 the Bank informed Ms Hamdiah that the NOC was ready for collection. She replied that the hard copy would be collected and requested in the meantime a soft copy by email. The Bank sent a scanned copy of the NOC on 22 December 2022.

Ms Hamdiah’s third application in December and the period thereafter

65. Ms Hamdiah’s third application was made on the portal on 23 December 2021. The subject matter of the transfer was stated to be from the Bank to Professional Securities Services Company. It was also rejected, the two grounds of rejection being that (i) there was an NOC from the Bank however there was no Computer Card to verify the signature, and (ii) the period of her service was not detailed in order to calculate the notice period according to article 49 of Decree No. 18 of 2020 amending Labour Law No. 14 of 2004.
66. On 10 and 25 January 2022 the Bank wrote to Ms Hamdiah to arrange for her to collect the hard copy of the NOC. On 30 January 2023, Ms Hamdiah indicated that she would pass by the next day to collect the hard copy of the NOC.
67. On 2 February 2022 Ms Hamdiah wrote to the Bank “*Dear Sheeba, as discussed in the phone, please send a soft copy of the computer card as it must be attached with*

*the NOC.*” The Bank responded by stating that it required the Computer Card of Ms Hamdieh’s new employer. Ms Hamdieh disputed this the same day and said:

*As I already stated to you earlier, this odd request has nothing to do with the transfer process and isn’t aligned with the regulations, particularly an employer’s responsibilities and firms’ Code of Conduct under the QFC rules. Kindly provide the copy at the earliest, otherwise I will unfortunately have to take action against the firm.*

68. The Bank responded stating:

*We are happy to assist you in your transfer of sponsorship and share QFB card copy. However please note, as per company policy and for the record, it is important to receive the computer card of the new employer (company where the employee is transferring their sponsorship). Therefore we request you to please share with us your new employers CC copy.*

69. On 20 February 2022 Ms Hamdieh lodged this claim against the Bank at the Qatar Financial Centre Civil and Commercial Court.

#### **Ms Hamdieh’s case**

70. Ms Hamdieh’s case before the First Instance Circuit was in summary:

- i. Although a NOC from the previous employer, indicating that it did not object to the transfer of sponsorship for employment and immigration purposes, is no longer a formal legal requirement for transfer of sponsorship to a new employer, the MOL informed her that since the Bank had filed a letter of objection to her transfer, it had called for a NOC from the Bank as a precondition for transferring her sponsorship to her new employer.
- ii. Initially the Bank refused to issue her with a NOC, but it was eventually persuaded to do so on 20 December 2021 through the intervention of its external counsel. But the MOL also required the Bank’s Computer Card in order to identify the signatory of the NOC as one of the Bank’s authorised signatories registered with the authorities. The Bank then insisted that it would only provide her with the Computer Card in exchange for the Computer Card of her new employer, a condition it had no right to impose.

- iii. Shortly after the termination of her employment with the Bank her QID had lapsed. The authorities insisted that her sponsorship could only be transferred if she had a valid QID. But the Bank, who was the only entity capable of applying for the renewal of her QID, refused to provide her with a renewed QID. Apart from the NOC, this was a second reason why her sponsorship could not be validly transferred to her new employer.

### **The First and Second Judgments**

71. The First Instance Circuit's main findings in the First Judgment ([2022] QIC (F) 7) were as follows.

- i. The Court held that the requirements for a summary judgment were met (paragraph 14).
- ii. The Court rejected the Bank's contention that it did not owe Ms Hamdieh any obligation regarding the transfer of sponsorship. It relied on article 10 of the Employment Code and in particular the words, "*employers must take all steps necessary to permit their employees, whether sponsored or not, to transfer to another employer in the State, whether in the QFC or not*". It held that this obligation extended beyond termination of the relative employment contract (paragraph 15).
- iii. It held that the Bank should provide its Computer Card to the MOL (paragraph 17). The Court made no finding that the Bank was required as a matter of law to provide the Computer Card but held that the balance of convenience required it to be produced.
- iv. It held that the Bank should provide an NOC to the MOL (paragraph 18). Again, the Court made the decision on the basis that the Bank had failed to show prejudice if it were provided whereas Ms Hamdieh would suffer substantial prejudice if an NOC was not provided.
- v. It held that the Bank should facilitate the re-issue of Mr Hamdieh's QID, but indicated that it was not resolving at that stage whether the expiry of the QID was due to the Bank's failure to transfer her sponsorship (paragraph 19).



72. It is to be noted that the First Instance Circuit's decision in its First Judgment did not make a finding that the Bank was in breach of its obligations to Ms Hamdieh but rather that the Bank was required to take all necessary steps to complete the transfer of her sponsorship to her new employer. The new employer was identified for the first time during the summary judgment application as Professional Security Services Company LLC.
73. The focus of the Second Judgment concerned the Bank's duty under article 10 of the Employment Code. The First Instance Circuit held that the existence of the duty had been established in the First Judgment. It said at paragraph 9 as follows:

*We have proceeded, for the purposes of this hearing, on the basis that article 10 of the QFC Employment Code was binding on the [Bank], and imposed post-imposed duties while the [Bank] remained [“Ms Hamdieh’s] sponsor. Even if we were in a position to deviate from those findings in law, which we believe we are not, no persuasive reasons have been presented in these proceedings for us to do so.*

74. The First Instance Circuit's main findings in the Second Judgment were as follows.
- i. The Bank was in “*culpable breach*” of its duty under article 10 of the Employment Code by (a) “*its failure to assist [Ms Hamdieh] in the renewal of her QID when requested to do so in September 2021*”, and (b):

*its failure to provide [Ms Hamdieh] with its computer card which was insisted on by the Ministry of Labour, at the beginning of February 2022, as a result of which the NOC provided was of no avail to [Ms Hamdieh]*

(paragraph 23).
  - ii. Causation was established in that but for the “*culpable breach of duty by the [Bank], Ms Hamdieh would have been able to take up her employment*” (paragraph 31).
  - iii. Damages were to be assessed for the salary and benefits that Ms Hamdieh would have earned from her new employer during the period of her loss (paragraph 35). Since direct evidence of this was not available because her new employer precluded her from disclosing her salary and other benefits under her new employment contract (paragraph 35), the Court would determine damages “*in*

*the light of the evidential material available to it to determine an amount which is just and fair to both parties”* (paragraph 36). This was 8 months at QAR 80,000.00 per month, namely QAR 640,000.00. Further, Ms Hamdieh recovered QAR 50,000.00 by way of emotional damages.

### **Grounds of Appeal/Issues**

75. The Bank advanced numerous grounds of appeal but there are only four issues that need to be determined:
- i. Whether the First Instance Circuit was wrong to grant the application for summary judgment as there were disputes of fact (**‘Issue 1’**).
  - ii. Whether the First Instance Circuit was wrong to find that the Bank was in breach of article 10 of the Employment Code. Moreover, whether nothing the Bank did was causative of any loss to Ms Hamdieh (**‘Issue 2’**).
  - iii. Whether there was material before the First Instance Circuit that enabled it to award damages for loss of earnings (**‘Issue 3’**).
  - iv. Whether the Bank received a fair hearing before the First Instance Circuit (**‘Issue 4’**).

### Issue 1: Summary Judgment

76. The issue is whether the First Instance Circuit was right to grant summary judgment. The Bank’s case is that this case raised disputed issues of law and fact that made it inappropriate to grant summary judgment.

77. Article 3 of “*Practice Direction 2/2019 – Summary Judgment*” provides:

*The Court may give summary judgment against a defendant or a claimant on the whole or part of a claim or counterclaim or a particular issue if – (a) it considers that – (i) the defendant to the claim or counterclaim has no prospect of successfully defending the claim or issue; or (ii) the claimant to the claim or counterclaim has no prospect of succeeding on the claim or issue; or (b) there is no other compelling reason why the case or issue should be disposed of at a trial.*

78. We can deal with this issue shortly because we consider that it lacks practical significance when considering the substantive issues in dispute. In our view, this was

not a case where summary judgment was appropriate. There were disputes of fact that needed to be resolved by oral evidence. A court cannot resolve disputed issues of fact and reject evidence unless it is clear that evidence is manifestly false in the sense of contrary to the contemporary documents or the likely probabilities. That was not the position in this case as the Bank was plainly entitled to a trial to determine the disputed facts.

79. It is unclear from the First Judgment whether the First Instance Circuit intended to resolve finally any disputes. In the Second Judgment, as we have pointed out above, the Court considered it had decided that the Bank's had duties under article 10 of the Employment Code but most of the discussion in the judgment was concerned with making determinations on the balance of convenience taking into account the prejudice to the parties. This also might explain why the First Instance Circuit used the language of "*culpable breaches*" which in effect left over the question of breach of the article 10 duties to the second hearing and which was determined in the Second Judgment.
80. As we read the First Judgment, although it was dealing with a summary judgment application and the Order was an order for summary judgment, the First Instance Circuit ended up in effect treating it as if an application for a mandatory injunction to transfer Ms Hamdieh's sponsorship from the Bank to her new employer. This was recognised in the Second Judgment when the First Instance Circuit referred at paragraph 5 to an application for "*a mandatory interdict compelling the defendant to facilitate the transfer of her sponsorship*", and at paragraph 9 where First Instance Circuit described the First Judgment as "*an interlocutory judgment*" rather than a final judgment.
81. Having regard to the Overriding Objective (article 4 of the Rules), we do not consider our conclusion affects our determination of the substantive issues in the case. The First Instance Circuit received oral evidence in the second hearing and the parties were able to test their respective cases in cross-examination. Although in form the decision was a summary judgment decision, the first hearing was in effect one where Ms Hamdieh sought mandatory orders requiring the Bank to comply with the First Instance Circuit's findings as to its obligations under article 10 of the Employment Code. The issue for us is whether the First Instance Circuit was correct to make the orders that it did rather than looking at the formal process by which it decided to make those orders.

## Issue 2: Breach

82. In the Second Judgment, the First Instance Circuit held at paragraph 23 that Ms Hamdieh “*succeeded in establishing a culpable breach by [the Bank] of its duty imposed by article 10 of the QFC Employment Code in two respects*”. The first respect was by the Bank’s “*failure to assist [Ms Hamdieh] in the renewal of her QID when requested to do in September 2021*”. The second respect was by the Bank’s:

*failure to provide [Ms Hamdieh] with its computer card which was insisted on by the [MOL], at the beginning of February 2022, as a result of which the NOC provided was of no avail to [Ms Hamdieh].*

83. We propose to consider the issue of whether the First Instance Circuit was correct on its findings concerning the Bank’s duties under article 10 of the Employment Code and then to deal with the findings concerning the QID and the Computer Card. We had the benefit (which the First Instance Circuit did not) of evidence from the Official from the MOL and the opportunity of a more detailed examination of the changes to the labour laws in 2020.

### *Article 10 of the Employment Code*

84. We have set out above the preamble to and article 10 of the Employment Code. In the light of the opportunity we had to gain a fuller understanding of the changes in 2020 and of the practice, we take a different view to the First Instance Circuit of the relevance of Employment Code and the obligations under it. We have largely dealt with this above. The position can be summarised as follows:

- i. The Employment Code is expressed to be a guideline.
- ii. It was drafted in 2010 and reflects the practices at that time.
- iii. The Employment Code does not reflect the amendments made to the labour laws in 2020, particularly articles 21 and 39 of the Immigration Law and article 65 of the Executive Regulations to the Immigration law concerning the removal of the NOC requirement when transferring to employment by a non-QFC entity. This was the relevant situation in this case.
- iv. Ms Ingianni, in evidence that was not challenged before the First Instance Circuit, expressed the position clearly when she said in her evidence that

article 10 of the Employment Code was dealing with the applicable procedures before 2020.

85. The First Instance Circuit clearly appreciated that changes had been made in 2020 and that an NOC from the transferring employer was no longer necessary as a matter of legal requirement. However, it is important when considering article 10 of the Employment Code to keep in mind:

- i. The very limited ways in which the transferring employer is involved in the reformed process for a transfer to a non QFC entity, as the evidence of the Official from the MOL to which we have referred made clear.
- ii. The way the transfer can be carried out through the processes on the MOL portal by the employee, even with an expired QID.

86. What this means is that it is wrong to consider article 10 of the Employment Code as a source of current duty on the part of the Bank that will assist the Court in defining the Bank's duties in relation to transfers to non-QFC entities. It is better to see article 10 of the Employment Code as relating to practices prior to the 2020 changes in the law.

87. A further point arises on article 10 of the Employment Code. In the Second Judgment at paragraph 12 the First Instance Circuit stated that:

*it not only requires the transferring sponsor/employer to do what is strictly required by the law, but to take all reasonable steps which are practically required to facilitate the transfer of sponsorship.*

The point is repeated at paragraph 13 and the First Instance Circuit stated that the legal representatives of the Bank, "*fairly conceded that this must be the right interpretation of article 10*".

88. We agree with this statement of the position, provided it is understood how limited the role of the transferring employer is in the transferring process. In the Second Judgment at paragraph 13 the First Instance Circuit indicated that it thought there were limited protections if the Qatari government provided for matters that were not "*strictly provided for in any law*". Having heard from the Official from the MOL about the procedure relating to applications, we do not consider the procedure gives rise to

difficulties. It involves the employee initiating the process by making an application through a straightforward portal, with updated information on the progress of an application being provided by text. The employee can obtain more information orally and can challenge decisions or other matters impeding the application. As was explained to us, the MOL will readily circumvent any failure by the former employer to respond to requests by allowing the transfer after the expiry of the requisite notice period of either 1 or 2 months under article 49 of Labour Law No. 14 of 2004.

89. Moreover, article 10 refers to “*all steps necessary*” and “*all documents required under State and QFC requirements, including all non-objection letters and consents*”. Since 2020, there have been no State or other requirements for an NOC, a Computer Card, or a valid QID to be issued in the context of the sponsorship transfer to a non-QFC entity. The Bank was never in breach of this article as interpreted in the light of the 2020 reforms.

#### *Renewal of the QID*

90. In the Second Judgment, the First Instance Circuit made findings that Ms Hamdieh required a valid QID to complete the transfer of sponsorship from the Bank to her new employer: “[Ms Hamdieh] did, as a matter of law, require a currently valid QID to complete her transfer of sponsorship and could not acquire one of her own unsupported application” (paragraph 12). At paragraph 16 the First Instance Circuit found that:

*the fact that [the Bank] was indeed in a position to apply for the renewal of the [Ms Hamdieh's] QID, despite the termination of employment, is also borne out by the fact that it in fact successfully did so in June 2022.*

91. We have set out above the position concerning whether a sponsorship can be transferred with an expired QID. The First Instance Circuit’s decision was mistaken in two respects.
92. First, it is clear that an application for changing employer does not require a valid QID (see paragraphs 26(ii) and 40 above). This conclusion is supported by the documents that the Official from the MOL provided to the Court and parties. In particular:
- i. The three applications that were made by Ms Hamdieh had her expired QID annexed to them and it appears that none of the applications was rejected on the basis that Ms Hamdieh’s QID had expired although this was obvious from the face of Ms Hamdieh’s QID.

- ii. The Change of Employer Form requires the QID number of the employee, without the need for the QID to be valid.
- 93. Second, it is also clear that the responsibility for applying for a QID is with the employee's current or prospective employers and not its former employer (see paragraphs 23 and 32 above). In the present case, Ms Hamdieh requested that the Bank arrange the renewal of the QID for the first time on 22 September 2021, after her QID had already expired on 3 September 2021. By 22 September 2021, Ms Hamdieh's employment with the Bank had been terminated (on 16 August 2021). It was not lawfully entitled to seek renewal.
- 94. It follows therefore that the Bank was not in breach:
  - i. It had no responsibility towards Ms Hamdieh concerning the renewal of her QID once she ceased to be an employee. The QID is the evidence of a working residency permit on the basis of an existing employment relationship, not one that has ceased. In addition, as the name of the employer is mentioned in the residency permit, it is not possible for the former employer to renew the working permit when the employment contract has expired. Moreover, it would have been unnecessary to make the provision in article 65 of Executive Regulations to the Immigration Law to allow 90 days from the expiry of the QID if there was a duty on the former employer to renew.
  - ii. Moreover, as we have set out at paragraph 89 above, there was no breach of the terms of article 10 as no documentation was required from the former employer on a transfer to a non-QFC entity.
- 95. As to the point made by the First Instance Circuit referred to above that the Bank was in fact able to make an application for a QID, the explanation for the renewal obtained by the Bank is that, in order to comply with the First Judgment, the Bank felt it could only do so by making a false declaration to the MOI that it was the employer of Ms Hamdieh when it was not. As it was only the current employer who could seek a renewal of the QID, we understand why the Bank acted as it did. In these circumstances this incident has no relevance to the matters we must decide. It certainly does not support

the proposition that the Bank as Ms Hamdieh's former employer was under a duty to apply for the renewal of Ms Hamdieh's QID.

### *Computer Card*

96. The second breach by the Bank under article 10 of the Employment Code found by the First Instance Circuit relates to the alleged failure of the Bank to provide its Computer Card. This relates to the NOC dated 20 December 2021 that was annexed to the third application (see paragraph 70(ii) above). Under the reforms made in 2020, an NOC from a former employer is not required. There is no legal requirement on the part of the former employer to submit its Computer Card in the context of the transfer of sponsorship of its former employee.
97. The reason why an NOC was given by the Bank is a matter that was covered in the Second Judgment; we see no need to revisit the First Instance Circuit's findings. However, we note that the finding in the Second Judgment at paragraph 19 that the NOC dated 20 December 2021 was provided to Ms Hamdieh "*eventually and reluctantly*" is contradicted by the documentary evidence which shows that the first time Ms Hamdieh requested a NOC from the Bank was on 16 December 2021. It took the Bank 3 business days to prepare the NOC and send Ms Hamdieh a scanned copy.
98. What is clear from the documents summarised above is that Ms Hamdieh did not follow matters up concerning the Computer Card with any enthusiasm or diligence. The MOL required a Computer Card from the Bank as this would have established that the individual who signed the NOC had authority.
99. Ms Hamdieh first requested the Bank's Computer Card on 22 September 2021. The Bank responded by asking for her new employer's Computer Card. Ms Hamdieh confirmed on 30 September 2021 that she would request the Computer Card and company registration of her new employer and would send them across once she received them. There does not seem to have been any objection on her part to the provision of a Computer Card of her new employer.
100. The fact that the Computer Card was not relevant is shown by the fact that it was not until 2 February 2022 that Ms Hamdieh wrote to the Bank asking for a copy of the Computer Card. The subsequent events are set out in the facts section of this judgment



above. The Bank pointed out that the request for the Computer Card had nothing to do with the transfer process. It also seems to us that there was no valid objection on the part of Ms Hamdieh in exchanging Computer Cards (for the Bank and her new employer). It is noteworthy that the Computer Card of her new employer was attached to the three applications that the official from the MOL provided to the Court. Furthermore, Ms Hamdieh could have made a fourth application to the MOL and, provided that the MOL was satisfied that the notice period for the termination of her employment had expired (which it plainly had many months before), the MOL would have approved the transfer without the Computer Card.

101. In conclusion, in the light of the much fuller information about the facts and the procedures with which we have been provided, we hold that the Bank was not in breach of any duty to Ms Hamdieh in respect of the Computer Card.

### Issue 3: Damages

102. The Bank's challenge concerning damages raises the issues of (i) whether the First Instance Circuit was right in the Second Judgment to award damages for loss of earnings, and (ii) whether what was described as "*emotional damages*" were recoverable on the facts of the present case.
103. We consider there is an important issue of principle on the first issue concerning the question of how damages are proved. We say nothing about the second issue. It is not necessary to lengthen this judgment by consideration of that issue; we would merely observe that the Bank's submissions failed to persuade us that there were any substantial grounds for arguing that the First Instance Circuit's approach at paragraphs 38-39 was in any way incorrect.
104. The First Instance Circuit accepted the Bank's argument (Second Judgment at paragraph 35) that, "*the correct measure of the claimant's damages would be the salary and benefits that she would have earned from her new employment during the period of her loss*". At paragraph 37 this was held to be QAR 640,000.00 (8 months x QAR 80,000.00). We note in passing that the evidence of the Official from the MOL about the time at which Ms Hamdieh made her first application would indicate that this is excessive in any event, but we do not need to calculate a figure here as Ms Hamdieh has no claim at all.

105. The real issue on the appeal is whether there was evidence to support this head of loss. The obvious way to establish this figure would be to produce the contract of employment with the new employer that would have stated Ms Hamdieh's remuneration. The First Instance Circuit found that the new employer "*precluded her from disclosing her salary and benefits under her new employment contract. We have no reason to doubt the veracity of this version*" (Second Judgment at paragraph 35). The First Instance Circuit also pointed out that the Bank made its "*own request that the salary which the claimant earned while employed by it should not be made public*" and said that this "*appears to present a general picture of secrecy in matters of this kind*".
106. We note in passing that before us the Bank put in issue the question of whether Ms Hamdieh had a new employment contract pointing out that it has never been produced. However, the First Instance Circuit made a finding in the Second Judgment at paragraph 17 that Ms Hamdieh was due to start her new employment at the beginning of September 2021. It is not necessary for the purposes of the issues we have to determine to disturb that finding by consideration of the evidence of the time at which the three applications were made on the portal, but we would observe that there was no written material before us which supported that finding.
107. The Court held that the absence of direct evidence of loss of income should not mean that Ms Hamdieh's claim should be dismissed ("*non-suit*") as this would be "*highly unfair*". The Court said it "*must do the best it can in the light of the evidential material available to it to determine an amount which is just and fair to both parties*" (Second Judgment at paragraph 36).
108. The Court reached the figure of QAR 640,000.00 for loss of earnings relying on salaries from previous employments of Ms Hamdieh: her employment with the Bank as well as two other employments (June 2016 and August 2019). The Court said that it "*appears from these contracts that the salary she earned from her two previous employers were more or less on a par with the salary she received from the defendant*" (Second Judgment at paragraph 37).
109. In its written submissions to us, the Bank contended that in the Second Judgment at paragraph 36:

*The First Instance Circuit acknowledges that it did not apply the law and that the Respondent did not evidence her right to any damage. The First Instance Circuit violated their duty to apply QFC law and preferred instead to decide on the basis of their personal feelings of what they deemed fair or just, irrespective of the applicable law.*

110. We recognise the difficulty that the First Instance Circuit was in following its acceptance of Ms Hamdieh's apparent inability to provide the documentary evidence to support her case, but we consider that the First Instance Circuit's approach was mistaken for two reasons.
111. First, doing the best it could to come up with an amount which is just and fair to both parties suggests that the First Instance Circuit was not applying legal principle and the governing law but was in reality acting more in the manner of *amiable compositeur* or *ex aequo et bono*. The approach taken by the First Instance Circuit does not result in the application of a recognised measure of damages and is based on a discretionary and somewhat uncertain approach to the calculation of damages.
112. This approach is, in our view, wrong in principle as the Court is required to apply the applicable law – QFC law – and has no power to exercise distributive justice. Moreover, a Claimant is required to prove its loss on the balance of probabilities. If it cannot prove damages, then only nominal damages will usually be awarded for a breach of contract.
113. Secondly, it seems to us that there was another way of meeting Ms Hamdieh's concerns that the First Instance Circuit should have explored. It is unclear why Mr Hamdieh's new employer could not have been told why the information about Ms Hamdieh's salary with the new employer was relevant and necessary for the fair resolution of the dispute. Steps could have been taken to preserve confidentiality by use of a "*confidentiality club*" with specific named lawyers receiving the confidential information and who would be required to keep the information confidential. In other words, there were practical ways to establish loss of earning that were available to the Court and the parties.
114. If the Bank's appeal on the issue of breach of its duties had failed and the Bank had been in breach of its obligations, rather than making an award of nominal damages on the basis that damages had not been proved, we would have remitted the case back to

the First Instance Circuit to enable Ms Hamdieh to prove the loss of earnings on the counter-factual involved in her claim.

Issue 4: Right to a Fair and Impartial Hearing

115. Following our decision under Issue 2, the issue of whether the Bank received a fair and impartial hearing before the First Instance Circuit does not arise. However, in view of the seriousness of the allegations made by the Bank, it is necessary for us to deal with this issue and also to provide some guidance for the future about applications involving allegations of judicial bias.
116. The Bank makes a number of complaints that are relied upon as showing that it did not get a fair hearing. It is enough if we give some examples of the matters relied upon by the Bank.
117. In its written submissions, the Bank alleged that the First and Second Judgments were “*clearly biased in favour of [Ms Hamdieh]...*”. In particular:

*It is as if the decisions in favour of [Ms Hamdieh] were already decided from the start, and then the First Instance Circuit interpreted and crafted the elements put before it to substantiate decisions it had already decided on irrespective of evidence, fact and law...*

*... during the proceedings, and during the Hearing, the lack of impartiality of the First Instance Circuit was prevalent. The judges' attitude towards the [Bank's] counsel was aggressive and biased, expecting the [Bank's] counsels to evidence its case, when in fact the burden of proof lies with [Ms Hamdieh]...*

*... acting as if they were the counsel of [Ms Hamdieh] by questioning and pushing the [Bank's] counsel to pronounce itself on issues that were not in compliance with the law, and asking that the [Bank] evidences and provides support for the unproven allegations made by [Ms Hamdieh]...*

118. It is a fundamental principle accepted by all states that in the determination of each case, the parties are “*entitled to a fair and public hearing by a competent, independent and impartial tribunal*” (see article 14 of the International Covenant on Civil and Political Rights to which Qatar is a party). The Civil and Commercial Procedure Law of Qatar (Law No. 13 of 1990) particularly article 100, also reflects the principle of requiring a judge to be impartial. An aspect of impartiality is, as set out in Judicial Code of Conduct of the Qatar International Court, that the Court must always act in a way that avoids “*a reasonable apprehension of bias which might be perceived by a fair*

*mindful and informed observer.*” This reflects the formulation of Lord Hope of Craighead in the House of Lords in *Porter v Magill* [2002] 2 AC 357 at paragraph 102-103: “*The question is whether the fair-minded and informed observer, having considered the facts, would conclude that there was a real possibility that the Tribunal was biased.*”

119. This also reflects the recent scholarly judgment of the Singapore Court of Appeal (Sundaresh Menon CJ, Andrew Phang Boon Leong and Judith Prakash JJA) where that court made a comprehensive comparative law analysis of different approaches to the relevant test for bias: *BOI v BOJ* [2018] SGCA 61; [2019] 3LRC 134. It may be in a future case it will be necessary for a Court to consider the applicable test in more detail but we propose to apply the provision of the Judicial Code of Court which reflects the *Porter v Magill* test in the same way as the Regulatory Tribunal of the QFC in *International Financial Services (Qatar) LLC v Qatar Financial Centre Employment Standards Office* [2021] QIC (RT) 2 at paragraph 53.
120. A finding of a reasonable apprehension of bias will in most cases invalidate the proceedings and result in the impugned judgment being set aside as it is inconsistent with the fundamental principle that justice must not only be done, but must be seen to be done.
121. As Lord Hewart CJ stated in England and Wales in *R v Sussex Justices (ex p McCarthy)* [1924] 1 KB 256, 259:

*A long line of cases shows that it is not merely of some importance but is of fundamental importance that justice should not only be done, but should manifestly and undoubtedly be seen to be done.*

122. There are two important practical aspects to stress concerning applications alleging lack of impartiality by a decision maker.
- i. First, they involve serious allegations, and they should only be made where there is positive and cogent evidence to support them. This is particularly the case if actual bias is alleged rather than apparent bias.
  - ii. Secondly, they should be brought promptly and to the attention of the Court as soon as the grounds of the application are known. This is also a principle

reflected in the Civil and Commercial Procedure Law of Qatar (Law No. 13 of 1990) and the decision of the Qatar Court of Cassation Appeal No 111 of 2014. In other words where a party knows that an irregularity has taken place, but takes a decision to take part in proceedings without objection and takes the point subsequently (such as only after losing the case), that party will usually be precluded from raising the irregularity at that later stage. In other words, a party cannot keep an application up its sleeve and wait for the outcome before deciding whether to bring an application.

123. We also respectfully agree with the remarks of the Singapore Court of Appeal in the *BOI v BOJ* case at paragraph 141:

*...we cannot emphasise enough how extremely serious allegations of judicial bias are. Indeed, such allegations can be utilised not only as a weapon of abuse by disgruntled litigants but also waste valuable court time and resources in the process. We would imagine that, by their very nature, such allegations would be rare in the extreme. Should such proceedings arise before the court in the future and be found to be unmeritorious, there may be serious consequences.*

124. We have carefully considered all the allegations made by the Bank that are said to amount to bias. There is a transcript of the second hearing on 26 and 27 June 2022 which we have read. Our conclusion is that there is no substance whatsoever in the allegations that have been made. They are without foundation and are meritless. It is both unfortunate and inexcusable that they were made. The fact that the First Instance Circuit came to decisions that are considered to be wrong does not amount to judicial bias; strongly held views that the decisions of the First Instance Circuit were plainly wrong provides no justification whatsoever for the allegation of bias. Although we have concluded that the consolidated appeal should be allowed, this is because we have formed a different conclusion to that of the First Instance Circuit in part on the basis of materials that were not available to the First Instance Circuit.

125. We should deal specifically with the criticism that the First Instance Circuit was wrong to require the Bank's counsel to deal with points that might assist Ms Hamdieh. This matter goes to an important issue concerning the duties of advocates appearing before the Court; we therefore remind advocates of their duties so that there are no misunderstandings in the future.

126. This duty requires advocates appearing before the Court, as an aspect of their duty to the administration of justice, to follow high standards of professional conduct. They owe special duties to the Court that override duties to the client. This involves assisting the Court to reach the right result in each individual case. This means making sure that the Court is properly assisted in understanding the law and that the Court has all the materials that are relevant even though they may be against the client's case. Where there is unrepresented litigant, as in the present case, advocates have a duty to assist that person as well.
127. From what we have read, the First Instance Circuit's approach took account of these principles; there is absolutely no basis for saying that the court was biased or acting unfairly. The Court has a tradition of acting impartially and independently. Different courts around the world take different views and have different traditions on the degree of interventions by the judge when it comes to evidence and submissions. But interventions do not amount to bias unless coupled with inappropriate conduct.
128. The approach of the Qatar International Court involves adversarial argument by the parties and testing each party's case by probing and questions on the basis that this is the best way to come to the truth.
129. The fact that a court seeks assistance from one of the parties on points of fact or law that might be perceived as assisting another party cannot imply bias. It is not unusual where, as in this case, one of the parties did not retain lawyers to present the case of that party, assistance is sought from the legally represented party that might be perceived as assisting the other party (although it is right to point out that as regards this case Ms Hamdieh is a lawyer and presented her arguments to us with considerable skill and clarity). This ground of appeal is rejected as without foundation. It should never have been advanced.

### **Conclusion**

130. We therefore grant permission to appeal both the First Judgment and the Second Judgment, and allow both appeals. This is done solely on the basis that the Bank was not, on the proper interpretation of the law as reformed in 2020, in breach of any obligation to Ms Hamdieh.

131. The Court will give directions in relation to the assessment of costs both in this Court and before the First Instance Circuit.

**By the Court,**



**[signed]**

**Lord Thomas of Cwmgiedd**

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

**Representation**

The Claimant was self-represented.

The Defendant was represented by Ms Chadia El-Meouchi, Ms Carrine Farran and Ms Grace Alam (Badri and Salim El Meouchi Law Firm LLP, Beirut, Lebanon).



ANNEX 1

Provision	English Article	Arabic Article
<b>قانون رقم (21) لسنة 2015 بتنظيم دخول وخروج الوافدين وإقامتهم، والمعدل بمرسوم بقانون رقم 19 لسنة 2020 Law No. 21 of 2015 Regulating the entry and exit of expatriates and their residence and its amendment by Decree No. 19 of 2020</b>		
<b>المادة 1 Article 1</b>	Sponsor: the party, or the employer or the head of the family, or the host that is recruiting the expatriate, or to whom the residency will be transferred in accordance with the provisions of this law.	المستقدم: الجهة أو صاحب العمل أو رب الأسرة أو المضيف، الذي يستقدم الوافد، أو الذي تنتقل إليه إقامته، وفقاً لأحكام هذا القانون.
<b>المادة 4 Article 4</b>	<p>The competent authority or any other body determined by the Minister shall issue entry visas in accordance with the provisions of this law, and it is possible to cancel any of these visas after their issuance for reasons relating to the public interest.</p> <p>An entry visa for an expatriate for the purpose of work shall not be granted unless there is an employment agreement concluded with the sponsor in accordance with the conditions and restrictions determined by law.</p> <p>It is prohibited to transfer visas to third parties or to dispose of them in any manner or trade them by third parties, whether their transfer or disposal or trade was paid or unpaid.</p> <p>The implementing regulation to this law shall determine the conditions and rules for granting these visas and the duration of each visa.</p>	<p>تصدر الجهة المختصة، أو أي جهة أخرى يحددها الوزير، سمات الدخول وفقاً لأحكام هذا القانون، ويجوز إلغاء أي من تلك السمات بعد صدورهما لأسباب تتعلق بالصالح العام.</p> <p>ولا تمنح سمة الدخول للوافد بغرض العمل إلا بموجب عقد عمل مبرم مع مستقدمه وفقاً للشروط والضوابط المقررة قانوناً.</p> <p>ويُحظر التنازل عن السمات للغير أو التصرف فيها بأي وجه أو تداولها من قبل الغير، سواء كان التنازل أو التصرف أو التداول بمقابل أو بدون مقابل.</p> <p>وتُحدد اللائحة التنفيذية لهذا القانون شروط وضوابط منح تلك السمات، والمدد الخاصة بكل منها.</p>
<b>المادة 8 Article 8</b>	<p>Any expatriate wishing to reside in the State for any purpose must receive a permit from the relevant authority.</p> <p>And the Sponsor must undertake the procedures for obtaining and renewing the permit, within a period not exceeding 90 days from its expiry.</p> <p>The Sponsor should return to the expatriate the passport or travel document after finalising the permit procedures or its renewal, unless the expatriate worker requests in writing that the Sponsor keeps it, provided they return it to the expatriate worker upon their request.</p>	<p>يجب على كل وافد للإقامة في الدولة لأي غرض، أن يحصل على ترخيص بذلك من الجهة المختصة.</p> <p>ويلتزم المستقدم بالقيام بإجراءات الترخيص وتجديده، خلال مدة لا تتجاوز تسعين يوماً من تاريخ انتهائه.</p> <p>وعلى صاحب العمل تسليم الوافد للعمل جواز أو وثيقة سفره بعد الانتهاء من إجراءات الترخيص أو تجديده، ما لم يطلب الوافد من صاحب العمل كتابة الاحتفاظ له به، على أن يسلمه له عند الطلب.</p>

<p><b>المادة 17</b> <b>Article 17</b></p>	<p>The person responsible for the residence of the expatriate is determined as follows:</p> <p>1-The employer alone and no one else, for the expatriate worker.</p> <p>2-The head of the family, with respect to the members of their family who are residents with them in the State, and a woman's residence may remain the responsibility of the head of the family, even if she works. If a marriage ends for any reason, it is possible for any of the family members to transfer to another Sponsor, after the approval of the competent authority, in accordance with the rules issued by virtue of decision from the Minister.</p> <p>3-The host, with respect to the visiting expatriate.</p> <p>4-The competent authorities in the State with respect to expatriates who enter the State for other purposes.</p>	<p>يحدد المسؤول عن إقامة الوافد على النحو التالي:</p> <p>1- صاحب العمل وحده دون سواه، بالنسبة للوافد العامل.</p> <p>2- رب الأسرة، بالنسبة لأفراد أسرته المقيمين معه في الدولة، ويجوز أن تظل إقامة المرأة على مسؤولية رب الأسرة، ولو التحقت بأي عمل. وإذا انتهت علاقة الزوجية لأي سبب، جاز لأي من أفراد الأسرة الانتقال إلى مستقدم آخر بعد موافقة الجهة المختصة، وفقاً للضوابط التي يصدر بها قرار من الوزير.</p> <p>3- المضيف، بالنسبة للوافد الزائر.</p> <p>4- الجهات المعنية بالدولة، بالنسبة للوافدين لأغراض أخرى.</p>
<p><b>المادة 18</b> <b>Article 18</b></p>	<p>The sponsor must, whether they are an individual or an entity:</p> <p>1-Be a Qatari national or an expatriate who resides in the country in accordance with the law; if the sponsor is an entity, it should have a head office in the State, or have an administrative branch therein.</p> <p>2-Be qualified to assume the responsibility imposed by this law towards the expatriate.</p>	<p>يشترط في المستقدم، سواء كان شخصاً طبيعياً أو معنوياً، ما يلي:</p> <p>1- أن يكون قاترياً، أو وافداً مقيماً في الدولة وفقاً للقانون، فإذا كان المستقدم شخصاً معنوياً تعين أن يكون مركزه الرئيسي في الدولة أو له إدارة فرعية بها.</p> <p>2- أن يكون مؤهلاً لتحمل المسؤولية التي يفرضها عليه هذا القانون تجاه الوافد.</p>
<p><b>المادة 19</b> <b>Article 19</b></p>	<p>The applicant is committed to the following:</p> <p>1- Inform the competent authority within fourteen days from the date of the expatriate leaving his work, or his refusal to leave the country after the cancellation of his residence permit, or the expiry of the permit and the expiration of the period stipulated in Article (8 / second paragraph) of this law, or the expiry of his visit period or the purpose for which he was licensed to enter for it.</p> <p>2-Bearing the expenses of the expatriate's expenses to your country in your country</p>	<p>يلتزم المستقدم بما يلي:</p> <p>1- إبلاغ الجهة المختصة خلال أربعة عشر يوماً من تاريخ ترك الوافد العمل لديه، أو امتناعه عن مغادرة الدولة بعد إلغاء رخصة إقامته أو انتهاء الرخصة ومضي المدة المنصوص عليها في المادة (8/ فقرة ثانية) من هذا القانون، أو انتهاء مدة زيارته أو الغرض الذي رخص له بالدخول من أجله.</p> <p>2- تحمل نفقات ترحيل الوافد إلى بلده في الأحوال المنصوص عليها في هذا القانون، فإذا ثبت أن الوافد كان يعمل</p>

	<p>according to the law, if he paid them and did not have money inside the country, the recruiter bears those expenses.</p> <p>In all cases, whoever employs any expatriate who has not been recruited to work for him in violation of the provisions of this law shall be obligated to pay the expenses of his deportation, without prejudice to any of the legally prescribed liability aspects.</p> <p>3-Bearing the expenses of preparing and burying the body of the deceased expatriate in the cemeteries designated for that purpose in the country, whatever the cause of death.</p> <p>In the event that one of the heirs of the deceased or any concerned party requests the transfer of the body outside the country, the recruiter shall bear the transportation costs to the original home or permanent residence of the deceased expatriate.</p>	<p>لدى جهة أخرى بالمخالفة لأحكام هذا القانون، تتحمل تلك الجهة نفقات ترحيله، فإذا تعذر معرفة تلك الجهة، تحمل الوافد تلك النفقات، وفي حالة عجزه عن سدادها ولم يكن له أموال داخل الدولة، يتحمل المستقدم تلك النفقات.</p> <p>وفي جميع الأحوال يلتزم من يستخدم أي وافد لم يستقدمه للعمل لديه بالمخالفة لأحكام هذا القانون، بسداد نفقات ترحيله، وذلك مع عدم الإخلال بأي من أوجه المسؤولية المقررة قانوناً.</p> <p>3- تحمل نفقات تجهيز ودفن جثمان الوافد المتوفى، في المدافن المخصصة لذلك في الدولة، أياً كان سبب الوفاة.</p> <p>وفي حالة طلب أحد ورثة المتوفى أو أي جهة معنية نقل الجثمان إلى خارج الدولة، يتحمل المستقدم تكاليف النقل إلى الموطن الأصلي أو محل الإقامة الدائم للوافد المتوفى.</p>
<p><b>Article 21 (As Amended according to Decree No. 19 of 2020)</b></p> <p>المادة 21 (عدلت بموجب مرسوم رقم 19 لسنة 2020)</p>	<p>An expatriate coming for work can move to work with another employer in accordance with the rules and procedures set out by the Ministry of Administrative Development, Labour, and Social Affairs.</p>	<p>للوافد للعمل أن ينتقل للعمل لدى صاحب عمل آخر، وفقاً للقواعد والإجراءات التي حددها وزارة التنمية الإدارية والعمل والشؤون الاجتماعية.</p>
<p>النص السابق للمادة 21 تاريخ بدء العمل: 2016/12/13 تاريخ انتهاء النفاذ: 2020/09/09</p> <p><b>Article 21 (previous version)</b> <b>Work start date:</b> <b>12/13/2016</b> <b>Effective date:</b> <b>09/09/2020</b></p>	<p>An expatriate worker may transfer to another employer before the end of the labour contract, upon the approval of the employer, or the competent authority and the Ministry of Labour and Social Affairs.</p> <p>Upon the approval of the competent authority, and the Ministry of Labour and Social Affairs, an expatriate worker may transfer to another employer immediately after the end of the labour contract of a limited duration, or after the lapse of five years of work with the employer if the contract is of unspecified duration.</p>	<p>يجوز بموافقة صاحب العمل والجهة المختصة ووزارة العمل والشؤون الاجتماعية، انتقال الوافد للعمل إلى صاحب عمل آخر قبل انتهاء مدة عقد العمل.</p> <p>ويجوز للوافد للعمل، بعد موافقة الجهة المختصة ووزارة العمل والشؤون الاجتماعية، الانتقال إلى صاحب عمل آخر فور انتهاء مدة عقد العمل محدد المدة، أو بعد مضي خمس سنوات على اشتغاله مع صاحب العمل إذا كان العقد غير محدد المدة.</p>

<p><b>المادة 24</b> <b>Article 24</b></p>	<p>The expatriate must leave the State if they do not obtain a residence permit in accordance with the provisions of this law.</p> <p>The expatriate shall also leave the State if their residence permit expires, or is cancelled for any reason, or if the purpose for which he was authorised has expired, within ninety days from the date of expiration of the permit, or its cancellation, or the expiration of the purpose.</p> <p>An expatriate may, upon approval of the competent authority, return to the State, if they meet the requirements for entry, in accordance with the provisions of this law and its implementing regulations.</p>	<p>يُغادر الوافد الدولة إذا لم يحصل على ترخيص بالإقامة وفقاً لأحكام هذا القانون.</p> <p>كما يجب عليه مغادرة الدولة إذا انتهى ترخيص إقامته، أو تم إلغاؤه لأي سبب، أو انتهى الغرض الذي رخص له من أجله، وذلك خلال تسعين يوماً من تاريخ انتهاء الترخيص أو إلغاؤه أو انتهاء الغرض.</p> <p>ويجوز للوافد، بعد موافقة الجهة المختصة، العودة إلى الدولة، إذا توافرت فيه الشروط اللازمة للدخول، وفقاً لأحكام هذا القانون ولائحته التنفيذية.</p>
<p><b>المادة 39</b> <b>Article 39</b></p>	<p>Without prejudice to any severer penalty stipulated in another law:</p> <p>1-Whoever violates the provisions of Article (8 / third paragraph) of this law shall be punished with a fine not exceeding (25,000) twenty-five thousand riyals.</p> <p>2-Anyone who violates the provisions of Article (19 / Clause 1) of this law shall be punished with a fine not exceeding (50,000) fifty thousand riyals</p>	<p>مع عدم الإخلال بأي عقوبة أشد ينص عليها قانون آخر:</p> <p>1- يعاقب بالغرامة التي لا تزيد على (25,000) خمسة وعشرين ألف ريال، كل من خالف أحكام المادة (8) فقرة (ثالثة) من هذا القانون.</p> <p>2- يُعاقب بالغرامة التي لا تزيد على (50,000) خمسين ألف ريال كل من خالف أحكام المادة (19) بند (1) من هذا القانون.</p>
<p><b>قرار وزير الداخلية رقم (25) لسنة 2019 بإصدار اللائحة التنفيذية للقانون رقم (21) لسنة 2015 بتنظيم دخول وخروج الوافدين رقم 25 لسنة 2019 والمعدل بقرار وزير الداخلية رقم 51 لسنة 2020</b> <b>Minister of Interior Decision No. 25 of 2019 on issuing the Executive Regulation of Law No. 21 of 2015 Regulating the entry and exit of expatriates and their residence as amended by Minister of Interior Decision No. 25 of 2019 and Decision No. 51 of 2020</b></p>		
<p><b>المادة 11</b> <b>Article 11</b></p>	<p>Entry visas are determined according to their purpose, as follows:</p> <p>1-Work residency visa.</p> <p>2- Non-work residency visa.</p> <p>3-Visitor visa.</p> <p>4-Return visa.</p> <p>5-Visa for other purposes.</p>	<p>تُحدد سمات الدخول وفقاً للغرض منها، وذلك على النحو التالي:</p> <p>1 -سمات الإقامة للعمل.</p> <p>2-سمات الإقامة لغير العمل.</p> <p>3 سمات الزيارة.</p> <p>4 سمات العودة.</p> <p>5- سمات لأغراض أخرى.</p>
<p><b>المادة 13</b> <b>Article 13</b></p>	<p>Entry visas are granted after payment of the prescribed fees, unless they are free of charge, provided that the validity of the holder's travel document is for a period of no less than six</p>	<p>تُمنح سمات الدخول بعد سداد الرسوم المقررة، ما لم تكن مجانية، بشرط سريان مفعول صلاحية مستند سفر حاملها لمدة لا تقل عن ستة أشهر عند</p>

	<p>months from the visa's issuance, and subject to the conditions of each of the visas provided for in these regulations.</p> <p>It is not permitted to grant working visas that are mentioned in the second section of this chapter unless there is a concluded employment agreement between the expatriate and the sponsor which should be approved by the competent authorities.</p> <p>The Minister may add, delete, or amend the types of entry visas specified in this regulation, and determine the conditions for granting them immediately or in advance, their duration, and the conditions for their extension, in accordance with the requirements of the situation required by the public interest from time to time.</p> <p>The Minister may also exempt some nationalities from the requirements for entry visas, in accordance with the agreements concluded with the concerned countries.</p>	<p>صدورها، ووفقاً للضوابط الخاصة بكل سمة من السمات المنصوص عليها في هذه اللائحة.</p> <p>لا يجوز منح سمات الإقامة للعمل الواردة في الفصل الثاني من هذا الباب، إلا بوجود عقد عمل مبرم بين الوافد والمستقدم، ومصديق من قبل السلطات المختصة.</p> <p>وللوزير، إضافة أو حذف أو تعديل أنواع سمات الدخول المحددة في هذه اللائحة، وتحديد ضوابط منحها بصورة فورية أو مسبقة، ومُددها، وأحكام تمديداتها، وذلك وفق متطلبات الوضع الذي تقتضيه المصلحة العامة من فترة لأخرى.</p> <p>كما يجوز له إعفاء بعض الجنسيات من متطلبات سمات الدخول، وفق الاتفاقيات المبرمة مع الدول المعنية.</p>
<p><b>المادة 16</b> <b>Article 16</b></p>	<p>Working permit:</p> <p>It is granted to the expatriate worker for the purpose of working in the country in governmental and non-governmental agencies, according to the following conditions:</p> <p>1-Filling out the form designated for that, by the employer or his representative.</p> <p>2-Submitting a copy or data of the expatriate's valid travel document.</p> <p>3-Submitting a copy or data of a work contract between the expatriate and the employer.</p> <p>4- Submitting a certificate attesting to the educational qualification of the expatriate, or other certified documents proving his profession.</p> <p>5-Submitting evidence of the good conduct of the expatriate.</p>	<p>سمة عمل للمنشآت:</p> <p>تُمنح للعامل الوافد بغرض العمل في الدولة بالجهات الحكومية وغير الحكومية وفقاً للضوابط التالية:</p> <p>1- تعبئة النموذج المخصص لذلك، من قبل المستقدم أو من ينوب عنه.</p> <p>2- تقديم صورة أو بيانات عن مستند سفر الوافد ساري المفعول.</p> <p>3- تقديم صورة أو بيانات عن عقد عمل مصدق بين الوافد والمستقدم.</p> <p>4- تقديم شهادة مصدقة بالمؤهل العلمي للوافد، أو غيره من المستندات المصدقة المثبتة لمهنته.</p> <p>5- تقديم ما يفيد حسن سيرة وسلوك الوافد.</p>

<p><b>المادة 61</b> Article 61</p>	<p>The residency permit of the expatriate will be cancelled through the competent authority, in the following cases:</p> <p>1-Issuance of a final court ruling to expel an expatriate from the country.</p> <p>2-Issuance of an order to deport the expatriate from the country.</p> <p>3-Issuance of a decision to cancel the residency of the expatriate in accordance with the provision of Article 37 of the law.</p> <p>4-If the expatriate stays outside the country continuously for a period of more than one year without obtaining permission to return in accordance with the provision of Article 14 of the law.</p> <p>5-If the purpose of the residency permit is achieved in accordance with Article 24 of the law.</p> <p>The competent authority may reactivate the residence permit after its cancellation in the cases stipulated in clauses (3,4,5)of this Article.</p>	<p>تُلغى رخصة إقامة الوافد عن طريق الجهة المختصة، وذلك في الأحوال التالية:</p> <p>1- صدور حكم قضائي نهائي بإبعاد الوافد من الدولة.</p> <p>2- صدور أمر بترحيل الوافد من الدولة.</p> <p>3- صدور قرار بإلغاء إقامة الوافد طبقاً لحكم المادة (37) من القانون.</p> <p>4- بقاء الوافد خارج الدولة بصفة مستمرة لمدة تزيد على سنة دون الحصول على إذن بالعودة طبقاً لحكم المادة (14) من القانون.</p> <p>5- إذا انتهى الغرض من رخصة الإقامة طبقاً لحكم المادة (24) من القانون.</p> <p>ويجوز للجهة المختصة إعادة تفعيل رخصة الإقامة بعد إلغائها في الأحوال المنصوص عليها في البنود (3، 4، 5) من هذه المادة.</p>
<p><b>المادة 62</b> Article 62</p>	<p>The sponsor is responsible for the expatriate who brought him/her in accordance with the provisions of Articles 17 and 18 of the Law. The sponsor must meet the following conditions:</p> <p>1-Must have full legal capacity.</p> <p>2-Must be qualified to assume the responsibility imposed on it by the law towards the expatriate.</p> <p>3-Provide the expatriate with the agreed work if the purpose of the recruitment is work.</p> <p>4-Must be related to the expatriate by a kinship if the purpose of the residency is family related.</p> <p>5-An exception from the conditions mentioned in the previous paragraph is the Qatari sponsor for their non- Qatari mother upon the death of the sponsor's father or the mother's divorce from the father.</p>	<p>يكون المستقدم مسؤولاً عن الوافد الذي استقدمه طبقاً لأحكام المادتين (17)، (18) من القانون، ويُشترط في المستقدم ما يلي:</p> <p>1- أن يكون كامل الأهلية القانونية.</p> <p>2- أن يكون مؤهلاً لتحمل المسؤولية التي يفرضها عليه القانون تجاه الوافد.</p> <p>3- أن يوفر العمل المتفق عليه للوافد إذا كان الغرض من الاستقدام العمل.</p> <p>4- أن تربطه بالوافد صلة قرابة إذا كان الغرض من الإقامة عائلياً.</p> <p>5- ويستثنى من الشروط الواردة في الفقرة السابقة، المستقدم القطري لوالدته غير القطرية عند وفاة والده أو طلاقها منه.</p>

<p>المادة 64 Article 64</p>	<p>It is not permitted for any person to employ an expatriate who they did not recruit or permit any of their expatriate employees to work with another entity without respecting the conditions and terms that are determined by law.</p> <p>The expatriate has to work with the sponsor that was granted a license to employ the expatriate and with the same purpose specified in the employment agreement and the expatriate is not considered to be violating the purpose for which they were recruited to work in the following cases:</p> <p>1-If the expatriate was recruited to work for a company owned by the sponsor and they worked for a branch thereof, or vice versa.</p> <p>2-If the expatriate was recruited to work for a branch of a company owned by the sponsor and they worked for another branch of the same company.</p> <p>3-If the expatriate was recruited for domestic work by their sponsor and worked for their ascendants, descendants, or spouse.</p>	<p>لا يجوز لأي شخص أن يعمل لديه وافد لم يستقدمه، أو أن يسمح لأحد عماله الوافدين بالعمل لدى جهة أخرى دون الالتزام بالشروط والأوضاع المقررة قانوناً.</p> <p>ويلتزم الوافد بالعمل لدى المستقدم الذي رخص له بالعمل لديه، وبذات الغرض المحدد في عقد العمل، ولا يُعد الوافد مخالفاً للغرض المستقدم من أجله، قيامه بالعمل في الحالات التالية:</p> <p>1- إذا استقدم للعمل لدى شركة يملكها المستقدم وعمل لدى فرع لها أو العكس.</p> <p>2- إذا استقدم للعمل لدى فرع تابع لشركة يملكها المستقدم وعمل لدى فرع آخر تابع لذات الشركة.</p> <p>3- إذا استقدم للعمل المنزلي لدى مستقدمه وعمل لدى أصوله أو فروعه أو زوجته.</p>
<p>المادة 65 (المعدل) بقرار وزير الداخلية رقم 51 لسنة (2020)</p> <p>Article 65 as amended by Minister of Interior Decision No. 51 of 2020</p>	<p>The change of employer is subject to the relevant applicable laws and regulations, and is in accordance with the following requirements:</p> <p>1-Notification of the competent authority at the Ministry of Labour in accordance with the applicable rules and procedures.</p> <p>2-The QID of the expatriate being valid, or within ninety (90) days from the date of its expiry, unless it expired for reasons that are outside the expatriate's will.</p>	<p>يكون تغيير جهة عمل الوافد طبقاً للقوانين والأنظمة ذات الصلة، ووفقاً للضوابط التالية:</p> <p>1- إخطار الإدارة المعنية بوزارة التنمية الإدارية والعمل والشؤون الاجتماعية وفقاً للقواعد والإجراءات المقررة.</p> <p>2- أن تكون رخصة إقامة الوافد سارية المفعول، أو خلال مدة (90) يوماً من تاريخ انتهاء الصلاحية، ما لم تكن قد انتهت لأسباب خارجة عن إرادته.</p>
<p>المادة 65 (النص السابق)</p> <p>تاريخ النفاذ: 2019/6/21 تاريخ الانتهاء: 2020/9/9</p>	<p>The competent authority may approve the change of expatriate's employer in accordance with the situations legally determined, and in accordance with the following requirements:</p> <p>1- That the sponsored employee submits a request for the change of the employer using the form set out for this purpose.</p>	<p>يجوز للجهة المختصة الموافقة على تغيير جهة عمل الوافد طبقاً للأوضاع المقررة قانوناً، وفقاً للضوابط التالية:</p> <p>1- أن يقدم الوافد العامل طلباً لتغيير جهة عمله على النموذج المعد لذلك.</p>

<p><b>Article 65</b> <b>(previous version before the amendment)</b></p> <p><b>Effective Date:</b> <b>21/06/2019</b></p> <p><b>End Date:</b> <b>9/9/2020</b></p>	<p>2-The approval of the current sponsor and the new sponsor on the same form set out for this purpose if the change request is made before the expiry of a fixed term employment contract or before the lapse of five (5) years if the contract is open-ended.</p> <p>3-Approval of the competent authority at the Ministry of Administrative Development, Labour and Social Affairs, for the categories subject to the provisions of the Labour Law.</p> <p>4-The expatriate's residence permit must be valid unless it has expired for reasons beyond their control.</p> <p>5-The expatriate has spent at least one year working with the current recruiter, and the competent authority may, in accordance with the requirements of the public interest, exceed this period.</p>	<p>2- موافقة المستقدم الحالي والمستقدم الجديد على نفس النموذج المعد لهذا الغرض إذا كان طلب التغيير قبل انتهاء مدة عقد العمل المحدد المدة، أو قبل انقضاء مدة خمس سنوات إذا كان العقد غير محدد المدة.</p> <p>3- موافقة الجهة المختصة بوزارة التنمية الإدارية والعمل والشؤون الاجتماعية، بالنسبة للفئات الخاضعة لأحكام قانون العمل.</p> <p>4- أن تكون رخصة إقامة الوافد سارية المفعول، ما لم تكن قد انتهت لأسباب خارجة عن إرادته.</p> <p>5- أن يكون الوافد قد أمضى سنة على الأقل في العمل مع المستقدم الحالي، ويجوز للجهة المختصة وفقاً لمقتضيات المصلحة العامة التجاوز عن هذه المدة.</p>
<p><b>لوائح الهجرة لمركز قطر للمال رقم 11 لسنة 2006</b> <b>Provisions of the QFC Immigration Regulations issued by Regulation No. 11 of 2006</b></p>		
<p><b>المادة 2</b> <b>Article 2</b></p>	<p>1-These Regulations are made by the Minister pursuant to Article 9 of the QFC Law and the version enacted on 20 December 2006 received the consent of the Council of Ministers. Amongst other things these Regulations govern the entry into and sponsorship within the State of Qatar of employees of QFC Authority, the Regulatory Authority, Appeals Body, Tribunal, other QFC Institutions and QFC Entities and their Family Members.</p> <p>2-Pursuant to Article 18(4) of the QFC Law, notwithstanding any provision to the contrary in any other law or regulation of the State, the QFC Authority shall have power to issue all visas, permits and other documents relating to or required for the employment in or doing business with or in, the QFC and such visas, permits and other documents shall be fully valid and accepted by all State authorities.</p>	<p>1-تم وضع هذه اللوائح من قبل الوزير وفقاً للمادة 9 من قانون مركز قطر للمال وصدرت في 20 ديسمبر 2006 بناء على موافقة مجلس الوزراء. من بين أمور أخرى، تحكم هذه اللوائح دخول وكفالة موظفي هيئة مركز قطر للمال وهيئة تنظيم مركز قطر للمال، والدائرة الاستئنافية ومحكمة التنظيم، ومؤسسات وكيانات مركز قطر للمال الأخرى، وأفراد أسرهم داخل دولة قطر.</p> <p>2- وفقاً للمادة 18 (4) من قانون مركز قطر للمال، وبغض النظر عن أي نص مخالف في أي قانون أو لائحة أخرى للدولة، تتمتع هيئة مركز قطر للمال بصلاحيات إصدار جميع التأشيرات والتصاريح والوثائق الأخرى المتعلقة أو المطلوبة. يجب أن يكون التوظيف في مركز قطر للمال أو التعامل معه أو العمل فيه، وهذه التأشيرات والتصاريح والوثائق الأخرى سارية تماماً ومقبولة من قبل جميع سلطات الدولة.</p>



	3-Consistent with Article 2(2), the laws, rules and regulations of the State concerning the matters dealt with by or under these Regulations shall not apply to the extent they are inconsistent with a provision of these Regulations or any rule or policy or order issued thereunder.	3-تماشياً مع المادة 2 (2) ، فإن قوانين الدولة وقواعدها وأنظمتها المتعلقة بالمسائل التي يتم التعامل معها من خلال هذه اللوائح أو بموجبها لا تنطبق إلى المدى الذي تتعارض فيه مع أحد أحكام هذه اللوائح أو أي قاعدة أو سياسة. أو الأمر الصادر بموجبه.
<b>المادة 7(1)</b> <b>Article 7(1)</b>	The Immigration Office shall have the following functions:  1-to receive and process all applications for visas, sponsorship and residence permits for QFC Employees and Family Members;	يتولى مكتب الهجرة المهام التالية:  1-لتلقي ومعالجة جميع طلبات التأشيرات والكفالة وتصاريح الإقامة لموظفي مركز قطر للمال وأفراد أسرهم.
<b>المادة 8</b> <b>Article 8</b>	1-No foreigner shall enter the State or depart from it unless the foreigner holds a valid passport issued by the competent authorities of the foreigner's country or any other competent authority, or unless the foreigner holds a document that may be substituted for the passport issued by one of the authorities mentioned in this Article. The Ministry of Interior shall, by a resolution, define the documents which may be substituted for the passport.  2-The passport or substitute document must be stamped with an entry visa by the competent authority.  3-A foreigner may only enter or leave the State from the places specified by a decision of the Ministry of Interior and after having the foreigner's passport or substitute document stamped by the competent supervising officer.  4-QFC Employees and Family Members shall present their passport or alternative document to the Immigration Office, the General Directorate of Border Passport & Expatriate Affairs of the Ministry of Interior, the CID, State police authorities or any other appropriate State authority upon request. In the event of the loss of a passport or alternative document they shall notify the Immigration Office immediately.	1-لا يجوز لأي أجنبي دخول الدولة أو الخروج منها ما لم يكن يحمل جواز سفر ساري المفعول صادرا عن السلطات المختصة في البلد الأجنبي أو أي سلطة مختصة أخرى ، أو ما لم يكن الأجنبي يحمل وثيقة قد تحل محل جواز السفر الصادر عن إحدى السلطات المذكورة في هذه المادة. تحدد وزارة الداخلية بقرار منها الوثائق التي يجوز استبدالها بجواز السفر.  2-يجب أن يكون جواز السفر أو الوثيقة البديلة مختوما بتأشيرة دخول من السلطة المختصة.  3-لا يجوز للأجنبي دخول الدولة أو الخروج منها إلا من الأماكن التي يصدر بتحديد قرار من وزارة الداخلية وبعد ختم جواز سفر الأجنبي أو وثيقة بديلة من الموظف المشرف المختص.  4-يجب على موظفي مركز قطر للمال وأفراد أسرهم تقديم جواز سفرهم أو وثيقة بديلة إلى مكتب الهجرة أو الإدارة العامة لجوازات الحدود وشؤون الوافدين بوزارة الداخلية أو إدارة البحث الجنائي أو سلطات شرطة الولاية أو أي سلطة حكومية أخرى عند الطلب. في حالة فقدان جواز السفر أو وثيقة بديلة ، يجب عليهم إخطار مكتب الهجرة على الفور.

	<p>5-Every QFC Employee and Family Member wishing to reside in the State must:</p> <p>(a) obtain a residence permit from the Immigration Office; and</p> <p>(b) leave the State upon the expiry of their residence permit unless they have previously obtained an extension from the Immigration Office.</p>	<p>5-يجب على كل موظف أو فرد من أفراد أسرته ممن يرغب في الإقامة في الدولة:</p> <p>(أ) الحصول على تصريح إقامة من مكتب الهجرة؛ و</p> <p>(ب) مغادرة الدولة عند انتهاء تصريح إقامتهم ما لم يكونوا قد حصلوا مسبقاً على تمديد من مكتب الهجرة.</p>
<p>المادة 9 Article 9</p>	<p>1-Subject to the provisions of these Regulations, QFC Employees must be sponsored in the State by their Employer.</p> <p>2-Employers may not employ persons in violation of these Regulations, or any rules, policies or orders issued thereunder.</p>	<p>1-مع مراعاة أحكام هذه اللائحة، يجب أن يكون موظفو مركز قطر للمال مكفولين في الدولة من قبل صاحب العمل.</p> <p>2-لا يجوز لأصحاب العمل توظيف أشخاص بالمخالفة لأحكام هذه اللائحة، أو أي قواعد، أو سياسات، أو أوامر تصدر بموجبها.</p>
<p>المادة 11 Article 11</p>	<p>Within five (5) working days of the arrival of the QFC Employee in the State, the Employer shall apply to the Immigration Office for a State residence permit for the QFC Employee using the application form provided by the Immigration Office.</p> <p>1-The documents required in support of such an application shall be those identified for this purpose by the Immigration Office.</p> <p>2-The QFC Employee shall complete a medical examination at a hospital designated by the Immigration Office and must have his fingerprints taken at the Immigration Office on the date and at the time specified by the Immigration Office.</p> <p>3-Absent any disqualifying information, the residence permit shall be issued within five (5) working days of the date of the completion of the matters specified in Article 11(2) and in no event shall it extend past ten (10) working days of the filing of the application, provided the QFC Employee has provided all necessary information and completed all necessary procedures.</p>	<p>في غضون خمسة (5) أيام عمل من وصول موظف مركز قطر للمال إلى الدولة، يجب على صاحب العمل أن يتقدم بطلب إلى مكتب الهجرة للحصول على تصريح إقامة لموظف مركز قطر للمال باستخدام نموذج الطلب المقدم من مكتب الهجرة.</p> <p>1-يجب أن تكون المستندات المطلوبة لدعم هذا الطلب هي تلك التي يحددها مكتب الهجرة لهذا الغرض.</p> <p>2-يجب على موظف مركز قطر للمال إكمال الفحص الطبي في مستشفى يحدده مكتب الهجرة، ويجب أخذ بصماته في مكتب الهجرة في التاريخ والوقت اللذين يحددهما مكتب الهجرة.</p> <p>3-في حالة عدم وجود أي معلومات غير مؤهلة، يتم إصدار تصريح الإقامة في غضون خمسة (5) أيام عمل من تاريخ الانتهاء من الأمور المحددة في المادة 11 (2)، ولا يجوز بأي حال من الأحوال تمديده لأكثر من عشرة (10) أيام عمل من تقديم الطلب، على أن يكون موظف مركز قطر للمال قد قدم جميع المعلومات</p>

	<p>4-The Immigration Office shall notify the Employer when the residence permit has been issued to its QFC Employee. The duration of the residence permit will be for three (3) years provided that his passport remains valid during that period.</p> <p>5-The Employer shall apply to the Immigration Office to renew an expired residence permit on behalf of a QFC Employee.</p>	<p>اللازمة وأكمل جميع الإجراءات اللازمة.</p> <p>4- يجب على مكتب الهجرة إخطار صاحب العمل عند إصدار تصريح الإقامة لموظفيه في مركز قطر للمال. ستكون مدة تصريح الإقامة لمدة ثلاث (3) سنوات بشرط أن يكون جواز سفره ساري المفعول خلال تلك الفترة.</p> <p>5- يتقدم صاحب العمل بطلب إلى مكتب الهجرة لتجديد تصريح إقامة منتهية الصلاحية نيابة عن أي من موظفي مركز قطر للمال.</p>
<p>المادة 16 Article 16</p>	<p>1-Upon application, the Immigration Office shall assist in the transfer of the sponsorship of a QFC Employee from one QFC Employer to another QFC Employer. The transfer of sponsorship from one QFC Employer to another QFC Employer, or from a QFC Employer to a new employer in the State, shall not require the consent of, or any release by, the current Employer of the QFC Employee.</p> <p>2- Upon application, the Immigration Office shall assist:</p> <p>(a) QFC Employees who wish to have their sponsorship transferred to a new employer in the State outside the QFC; and</p> <p>(b) Sponsored Employees in the State seeking to become QFC Employees in their dealings with the Ministry of Interior to obtain a change of sponsorship under these Regulations and the laws, rules and regulations of the State.</p> <p>3- The QFC Immigration Office may accept the transfer of sponsorship of a Sponsored Employee to an Employer if:</p> <p>(a) the Sponsored Employee has notified his State Sponsor of his wish to transfer his sponsorship;</p> <p>(b) the State Sponsor has:</p> <p>(i) consented to the transfer of sponsorship;</p>	<p>1- عند تقديم الطلب ، يجب على مكتب الهجرة المساعدة في نقل كفالة أحد موظفي مركز قطر للمال من صاحب عمل بمركز قطر للمال إلى صاحب عمل آخر بمركز قطر للمال. لا يتطلب نقل الكفالة من صاحب عمل في مركز قطر للمال إلى صاحب عمل آخر بمركز قطر للمال ، أو من صاحب عمل في مركز قطر للمال إلى صاحب عمل جديد في الدولة ، موافقة أو أي إبراء من صاحب العمل الحالي لموظف مركز قطر للمال.</p> <p>2- عند تقديم الطلب ، يقوم مكتب الهجرة بمساعدة:</p> <p>(أ) موظفو مركز قطر للمال الذين يرغبون في نقل كفالتهم إلى صاحب عمل جديد في الدولة خارج مركز قطر للمال ؛ و</p> <p>(ب) الموظفون المكفولون في الدولة الراغبون في أن يصبحوا موظفين في مركز قطر للمال في تعاملاتهم مع وزارة الداخلية للحصول على تغيير الكفالة بموجب هذه اللوائح وقوانين وقواعد وأنظمة الدولة.</p> <p>3- يجوز لمكتب الهجرة بمركز قطر للمال قبول نقل كفالة الموظف المكفول إلى صاحب العمل إذا:</p> <p>(أ) أبلغ الموظف المكفول كفيله عن رغبته في نقل كفالته ؛</p> <p>(ب) الدولة الراعية:</p>

	<p>(ii) refused to consent to the transfer of sponsorship and has not provided a valid reason for the refusal; or</p> <p>(iii) failed to respond to the Sponsored Employee's request to transfer his sponsorship within thirty (30) working days of receipt of such request;</p> <p>(c) the Sponsored Employee who accepts an offer of employment from an Employer is not violating the terms of that Employee's current employment contract with the State Sponsor; and</p> <p>(d) the relevant office of the Ministry of Interior has approved the transfer.</p> <p>4-The Immigration Office may request information from the State Sponsor in relation to any matter identified in Article 16(3) above.</p> <p>5-The Sponsored Employee shall be liable for any violation of these Regulations in connection with the transfer of his sponsorship to an Employer.</p> <p>6-QFC Employees shall not work for any other employer in the State outside the QFC without complying with these Regulations and the applicable laws, rules and regulations of the State.</p> <p>7-An Employer may apply to the Immigration Office to second his QFC Employees to another Employer for a duration not exceeding twelve months or to permit QFC Employees to work for another Employer outside their usual working hours.</p> <p>8-An Employer may apply to the Immigration Office for assistance in obtaining the permission of the Ministry of Interior either:</p> <p>(a) to second his QFC Employees to an employer in the State for a duration not exceeding twelve (12) months,</p>	<p>(1) وافق على نقل الكفالة ؛</p> <p>(2) رفض الموافقة على نقل الكفالة ولم يقدم سبباً وجيهاً للرفض ؛ أو</p> <p>(3) لم يستجب لطلب الموظف المكفول بنقل كفالته في غضون ثلاثين (30) يوم عمل من استلام هذا الطلب؛</p> <p>(ج) الموظف المكفول الذي يقبل عرض عمل من صاحب العمل لا ينتهك شروط عقد العمل الحالي للموظف مع الدولة الراعية ؛ و</p> <p>(د) وافق المكتب المختص بوزارة الداخلية على التحويل.</p> <p>4- يجوز لمكتب الهجرة طلب معلومات من الدولة الراعية فيما يتعلق بأي مسألة محددة في المادة 16 (3) أعلاه.</p> <p>5- يكون الموظف المكفول مسؤولاً عن أي انتهاك لهذه اللوائح فيما يتعلق بنقل كفالته إلى صاحب العمل.</p> <p>6- لا يجوز لموظفي مركز قطر للمال العمل لدى أي صاحب عمل آخر في الدولة خارج مركز قطر للمال دون الالتزام بهذه اللوائح والقوانين والقواعد والأنظمة المعمول بها في الدولة.</p> <p>7- يجوز لصاحب العمل تقديم طلب إلى مكتب الهجرة لإعارة موظفيه في مركز قطر للمال إلى صاحب عمل آخر لمدة لا تتجاوز اثني عشر شهراً أو السماح لموظفي مركز قطر للمال بالعمل لدى صاحب عمل آخر خارج ساعات العمل المعتادة.</p> <p>8- يجوز لصاحب العمل التقدم بطلب إلى مكتب الهجرة للحصول على إذن من وزارة الداخلية إما:</p> <p>(أ) إعارة موظفي مركز قطر للمال إلى صاحب عمل في الدولة لمدة لا تزيد عن اثني عشر (12) شهراً ،</p> <p>(ب) لاستقبال الموظفين المعارين من صاحب عمل في الولاية لمدة لا تزيد عن اثني عشر (12) شهراً ؛ أو</p>
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	<p>(b) to receive seconded employees from an employer in the State for a period not exceeding twelve (12) months; or</p> <p>(c) to permit a QFC Employee of an Employer to work for another employer in the State outside his usual working hours.</p>	<p>(ج) السماح لموظف مركز قطر للمال لدى صاحب عمل بالعمل لدى صاحب عمل آخر في الدولة خارج ساعات عمله المعتادة.</p>
<p>المادة 20 Article 20</p>	<p>1-Except as required by these Regulations and subject to paragraph (2) of this Article, the QFC Employee, and any Family Member who is sponsored by the QFC Employee, shall leave the State within ninety (90) days from (A) the date of termination of the employment for which he was granted the entry visa or residence permit; or (B) the date on which such entry visa or residence permit expires, if earlier.</p> <p>2-Paragraph (1) of this Article shall apply to the extent the QFC Employee in question is sponsored by a QFC Employer.</p>	<p>1- باستثناء ما تقتضيه هذه اللوائح ووفقاً للفقرة (2) من هذه المادة ، يجب على موظف مركز قطر للمال وأي فرد من أفراد أسرته يراعاه موظف مركز قطر للمال مغادرة الدولة في غضون تسعين (90) يوماً من (أ) تاريخ انتهاء العمل الذي حصل من أجله على تأشيرة دخول أو تصريح إقامة ؛ أو (ب) التاريخ الذي تنتهي فيه تأشيرة الدخول أو تصريح الإقامة ، إذا كان في وقت سابق.</p> <p>2- تسري الفقرة (1) من هذه المادة إلى الحد الذي يتم فيه رعاية موظف مركز قطر للمال المعني من قبل صاحب عمل بمركز قطر للمال.</p>
<p>المادة 21 Article 21</p>	<p>1-The obligations of the Employer are:</p> <p>(a) if the QFC Employee fails to leave the State as required by these Regulations or any applicable laws, rules or regulations of the State, to cooperate with the Immigration Office and relevant State authorities as may be required;</p> <p>(b) to cooperate fully with the Immigration Office and relevant State Authorities in connection with any criminal or security proceeding involving the QFC Employee ...</p>	<p>1- التزامات صاحب العمل هي:</p> <p>(أ) إذا فشل موظف مركز قطر للمال في مغادرة الدولة كما هو مطلوب بموجب هذه اللوائح أو أي قوانين أو قواعد أو لوائح سارية للدولة ، بالتعاون مع مكتب الهجرة وسلطات الدولة ذات الصلة حسب الاقتضاء ؛</p> <p>(ب) التعاون الكامل مع مكتب الهجرة والسلطات الحكومية ذات الصلة فيما يتعلق بأي إجراءات جنائية أو أمنية تتعلق بموظف مركز قطر للمال ؛ ...</p>
<p><b>QFC Employment Code issued on 8-2-2010</b> قواعد العمل الصادر عن مركز قطر للمال الصادر بتاريخ 2010-2-8</p>		
<p>تمهيد Preamble</p>	<p>Preamble</p> <p>The QFC Authority (QFCA) administers the QFC Employment Regulations and the QFC Immigration Regulations which collectively govern employment and sponsorship of QFC Employees and their Family Members in the State of Qatar.</p>	<p>تمهيد</p> <p>تدير هيئة مركز قطر للمال لوائح التوظيف ولوائح الهجرة بمركز قطر للمال التي تحكم مجتمعة توظيف وكفالة الموظفين التابعين لمركز قطر للمال وأفراد عائلاتهم المتواجدين في دولة قطر.</p> <p>تضع لوائح التوظيف إطاراً لرب العمل والموظف للتعاقد بحرية وفق شروط</p>

	<p>The Employment Regulations create a framework for the Employer and Employee to contract freely on the terms of employment as they wish, subject to certain minimum requirements intended to protect Employees. The Employment Regulations cannot be read without reference to the Immigration Regulations in respect of Employees sponsored by the Employer (Sponsored Employees). All Sponsored Employees are subject to the requirements of the Immigration Regulations which advance the requirements and policies of the State on the right of non-Qatari Nationals to be employed and to reside in the State.</p> <p>Recently it has come to the Board's attention that QFC Employers and Employees may not be fully aware of their respective rights and obligations under these Regulations. The QFCA Board now issues this Code to codify employment principles in the QFC. QFC Employers are required to ensure that a copy of the Code is provided to each current Employee. Employers must also ensure that each prospective Employee is aware that residency in the State is coterminous with sponsorship and employment.</p>	<p>التوظيف التي يرغبون فيها، وذلك رهناً بحد أدنى معين من المتطلبات التي تهدف إلى حماية الموظفين. ولا يمكن قراءة لوائح التوظيف دون الرجوع إلى لوائح الهجرة فيما يتعلق بالموظفين الذين يكفلهم رب العمل (الموظفون المكفولون). ويخضع جميع الموظفين المكفولين للمتطلبات الواردة في لوائح الهجرة والتي تعزز متطلبات الدولة وسياساتها المتعلقة بحق الجنسيات غير القطرية في العمل والإقامة في الدولة.</p> <p>اتضح مؤخرًا للمجلس أن أصحاب العمل والموظفين التابعين لمركز قطر للمال قد لا يكونون على دراية كاملة بحقوق والتزامات كل منهم بموجب هذه اللوائح. ويُصدر مجلس هيئة مركز قطر للمال في الوقت الحالي هذا القانون لتقتين مبادئ التوظيف في مركز قطر للمال. وعلى أصحاب العمل التابعين لمركز قطر للمال التأكد من تقديم نسخة من القانون لكل موظف جديد. كما يلزم على أصحاب العمل التأكد من أن كل موظف محتمل على دراية بأن الإقامة في الدولة مقترنة بالكفالة والتوظيف.</p>
<p>المادة 7 Article 7</p>	<p>1-Responsibility of Sponsor: The Employer is responsible for any Employee it sponsors until such time as the Sponsored Employee either: a) departs the State; or b) the Employee's sponsorship is transferred to another employer in the State, whether in the QFC or outside the QFC. The Employer may not permit an Employee whom it sponsors to be employed by any other employer in the State except in accordance with the Immigration and Employment Regulations. Upon termination of employment, the QFC Employer may withhold up to 50% of any final financial settlement owed to the Employee, up to a period of thirty (30) days, until either the Employee's Residency Permit has been cancelled or documents have been filed with the Ministry of Interior to transfer the Employee's sponsorship consistent with Code 8 below.</p>	<p>1-مسؤولية الكفيل: يتحمل رب العمل مسؤولية أي موظف يكفله إلى حين: أ) مغادرة الموظف المكفول الدولة؛ أو ب) نقل كفالة الموظف إلى رب عمل آخر في الدولة، سواء كان في مركز قطر للمال أو خارجه. ولا يجوز لرب العمل السماح بتعيين أي موظف تحت كفالته لدى أي رب عمل آخر في الدولة إلا إذا كان ذلك وفقاً للوائح الهجرة والتوظيف. ويجوز لرب العمل التابع لمركز قطر للمال عند إنهاء التوظيف أن يحبس ما يصل إلى 50% من أي تسوية مالية نهائية مستحقة للموظف لفترة تصل إلى (30) يوماً، وذلك حتى يتم إلغاء تصريح إقامة الموظف أو يتم إرسال الوثائق إلى وزارة الداخلية لنقل كفالة الموظف تماثياً مع المادة 8 أدناه.</p>

<p>المادة 8 Article 8</p>	<p>No Residency Without Sponsor/Employer: A Sponsored Employee who is terminated from his employment may not remain in Qatar unless he is able to transfer sponsorship to a new employer. If documents are not filed with the Ministry of Interior to transfer the sponsorship of the Employee within thirty (30) days of the termination of the Employment Contract the Employer must take steps to cancel the Sponsored Employee's (and any Family Member's) Residency Permit. The Sponsored Employee (and any Family Members) must leave the State within seven (7) days of the date of cancellation of the Residency Permit(s).</p>	<p>لا تُمنح الإقامة بدون كفيل/رب عمل: لا يجوز لأي موظف مكفول يتم إنهاء عمله البقاء في قطر ما لم يكن قادرًا على نقل الكفالة إلى رب عمل جديد. وإذا لم تُقدّم الوثائق إلى وزارة الداخلية لنقل كفالة الموظف في غضون (30) يومًا من إنهاء عقد العمل، يجب على رب العمل اتخاذ الإجراءات اللازمة لإلغاء تصريح إقامة الموظف المكفول (وإقامة جميع أفراد أسرته). ويجب على الموظف المكفول (وجميع أفراد أسرته) مغادرة الدولة في غضون (7) أيام تبدأ من تاريخ إلغاء تصريح/تصاريح الإقامة.</p>
<p>المادة 10 Article 10</p>	<p>Obligation to Permit Transfers of Sponsorship: Employers must take all steps necessary to permit their Employees, whether Sponsored or not, to transfer to another employer in the State, whether in the QFC or not. This includes providing all documentation required under State or QFC requirements, including all non-objection letters and consents.</p> <p>(a) Disputes regarding the terms of termination, any alleged breach by the Employee of the terms of the Employment Contract and/or the amount of the financial settlement must be delinked from the Sponsored Employee's right to seek new employment in the State, whether in the QFC or not.</p> <p>(b) In the event of a dispute regarding the termination, including the amount of the financial settlement the Employer may NOT withhold the non-objection letter pending resolution of such issues.</p> <p>1-If there is dispute regarding amounts owed to the Employer, or an alleged breach of the Employment Contract by the Employee, the Employer may file a claim with the ESO or seek legal redress as provided for in the Employment Contract.</p> <p>2- If there is a dispute regarding amounts owed to the Employee, the Employee may file a claim with the ESO or seek legal redress as provided for in the Employment Contract.</p>	<p>يجب على أصحاب العمل اتخاذ كافة الإجراءات اللازمة للتصريح لموظفيهم المكفولين وغير المكفولين بالانتقال إلى رب عمل آخر داخل الدولة، سواء كان تابعًا لمركز قطر للمال أم لا. ويتضمن ذلك تقديم كافة المستندات اللازمة بموجب متطلبات الدولة أو مركز قطر للمال، بما في ذلك جميع خطابات عدم الممانعة والموافقات.</p> <p>(أ) يجب فصل النزاعات المتعلقة بشروط الإنهاء و/أو أي إخلال مزعوم من جانب الموظف بشروط عقد العمل و/أو مبلغ التسوية المالية عن حق الموظف المكفول في البحث عن عمل جديد في الدولة، سواء في مركز قطر للمال أو خارجه.</p> <p>(ب) في حالة وجود نزاع بشأن الفصل، بما في ذلك مبلغ التسوية المالية، لا يجوز لصاحب العمل حجب خطاب عدم الممانعة لحين حل هذه القضايا.</p> <p>1- إذا كان هناك نزاع بشأن المبالغ المستحقة لصاحب العمل، أو خرق مزعوم لعقد العمل، من قبل الموظف، يجوز لصاحب العمل تقديم شكوى إلى مكتب معايير التوظيف أو طلب التعويض القانوني على النحو المنصوص عليه في عقد العمل.</p> <p>2- إذا كان هناك نزاع بشأن المبالغ المستحقة للموظف، يجوز للموظف تقديم شكوى إلى مكتب معايير التوظيف أو مطالبة التعويض القانوني</p>

	However, if the Employee signs a document agreeing to the final settlement and waiving all further rights against the Employer such document may constitute acceptance by the Employee of the final settlement amount.	على النحو المنصوص عليه في عقد العمل. ومع ذلك، إذا وقع الموظف على مستند يوافق على التسوية النهائية ويتنازل عن جميع الحقوق الأخرى ضد صاحب العمل، فقد تشكل هذه الوثيقة قبولاً من قبل الموظف لمبلغ التسوية النهائية.
<b>QFC Civil and Commercial Court Practice Direction No. 2 of 2019 – Summary Judgment</b> التوجيه الإجرائي للمحكمة المدنية والتجارية لمركز قطر للمال رقم. 2 لسنة 2019 - عن الحكم التمهيدي		
<b>QFC Civil and Commercial court Practice Direction No. 2 of 2019 – Summary Judgement</b> التوجيه الإجرائي للمحكمة المدنية والتجارية لمركز قطر للمال رقم. 2 لسنة 2019 - ملخص الحكم	Article 3 of Practice Direction 2/2019  The Court may give summary judgment against a defendant or a claimant on the whole or part of a claim or counterclaim or a particular issue if  (a) it considers that the defendant to the claim or counterclaim has no prospect of successfully defending the claim or issue; or the claimant to the claim or counterclaim has no prospect of succeeding on the claim or issue; or  (b) there is no other compelling reason why the case or issue should be disposed of at a trial.	المادة 3 من التوجيه الإجرائي رقم 2 لسنة 2019  يجوز للمحكمة إصدار حكم مستعجل ضد المدعى عليه أو المدعي على كل أو جزء من الدعوى أو الدعوى المضادة أو قضية معينة إذا  (أ) ترى ذلك ليس لدى المدعى عليه في الدعوى أو الدعوى المضادة أي احتمال للدفاع عن الدعوى أو القضية بنجاح: أو أن المدعي في الدعوى أو الدعوى المضادة ليس لديه أي احتمال النجاح في المطالبة أو القضية؛  أو (ب) لا يوجد سبب مقنع آخر للحكم في القضية أو القضية في المحاكمة.
قانون رقم (14) لسنة 2004 بإصدار قانون العمل وتعديلاته: مرسوم بقانون رقم (22) لسنة 2007 قانون رقم (6) لسنة 2009 قانون رقم (3) لسنة 2014 قانون رقم (1) لسنة 2015 قانون رقم (13) لسنة 2017 مرسوم بقانون رقم 18 لسنة 2020  <b>Law No. 14 of 2004 on the promulgation of Labour Law as amended by</b> <b>Decree No. 22 of 2007</b> <b>Law No. 6 of 2009</b> <b>Law No. 3 of 2014</b> <b>Law No. 1 of 2015</b> <b>Law No. 13 of 2017</b> <b>Decree No. 18 of 2020</b>		
المادة 3 (المعدلة بموجب القانون رقم 6 لسنة 2009)	Except for what is provided for in a special provision, the provisions of this law do not apply to the following categories:  1-Employees and workers in ministries and other government agencies, public bodies and institutions, companies established by the	فيما عدا ما ورد بشأنه نص خاص، لا تسري أحكام هذا القانون على الفئات التالية:  1-الموظفين والعاملين في الوزارات والأجهزة الحكومية الأخرى والهيئات والمؤسسات العامة، والشركات التي



<p><b>law No. 6 of 2009)</b></p>	<p>government or participating in its establishment and operating in the fields of petroleum and in the marketing and sale of petroleum, chemical and petrochemical products and their derivatives, and companies established or participating in the establishment of Qatar Petroleum, or in which it contributes, and workers In companies executing exploration and production sharing agreements, field development and production sharing agreements, and joint venture agreements in the field of petroleum operations and petrochemical industries, as well as those whose employment affairs are regulated by special laws.</p> <p>2-Officers and personnel of the armed forces, police and other military agencies, and those working at sea.</p> <p>3-Casual business users.</p> <p>4-Domestic workers, such as the driver, nanny, cook, gardener, and the like.</p> <p>5-The employer's family members, who are wife, ascendants and descendants of the workers residing with the employer in his residence and who are fully dependent on the employer.</p> <p>6-Workers who work in agriculture and grazing, with the exception of persons who work in agricultural establishments that manufacture or market their products, or who permanently operate or repair mechanical machinery necessary for agriculture.</p> <p>And it is permissible by a decision of the Council of Ministers, based on the proposal of the Minister, to apply all or some of the provisions of this law to the groups mentioned in items (3, 4, 5, 6) referred to.</p>	<p>تؤسسها الحكومة أو تشارك في تأسيسها وتعمل في مجالات البترول وفي تسويق وبيع المنتجات البترولية والكيمياوية والبتروكيماوية ومشتقاتها، والشركات التي تؤسسها أو تشارك في تأسيسها قطر للبترول، أو التي تساهم فيها، والعاملين في الشركات القائمة على تنفيذ اتفاقيات الاستكشاف والمشاركة في الإنتاج، واتفاقيات تنمية الحقول واقتسام الإنتاج، واتفاقيات المشاريع المشتركة في مجال العمليات البترولية والصناعات البتروكيماوية، وكذلك الذين تنظم شؤون توظيفهم قوانين خاصة.</p> <p>2 -ضباط وأفراد القوات المسلحة والشرطة وغيرها من الجهات العسكرية، والعاملين في البحر.</p> <p>3 -المستخدمين في الأعمال العارضة.</p> <p>4 -المستخدمين في المنازل كالسائق والمربية والطاهي والبستاني ومن في حكمهم.</p> <p>5 -أفراد أسرة صاحب العمل وهم زوجه وأصوله وفروعه من العمال المقيمين معه في مسكنه الذين يعولهم بصورة كاملة.</p> <p>6 -العمال الذين يعملون في الزراعة والرعي فيما عدا الأشخاص الذين يعملون في المؤسسات الزراعية التي تقوم بتصنيع أو تسويق منتجاتها، أو الذين يقومون بصفة دائمة بتشغيل أو إصلاح الآلات الميكانيكية اللازمة للزراعة.</p> <p>ويجوز بقرار من مجلس الوزراء، بناء على اقتراح الوزير، تطبيق كل أو بعض أحكام هذا القانون على الفئات المذكورة في البنود (3، 4، 5، 6) المشار إليها..</p>
<p><b>المادة 23 Article 23</b></p>	<p>Non-Qatari Workers shall not be employed unless approved by the Department. Non-Qatari Workers shall also obtain Work permits in Qatar in accordance with the rules and procedures prescribed by the Ministry.</p>	<p>لا يجوز استخدام العمال غير القطريين إلا بعد موافقة الإدارة وحصولهم على ترخيص بالعمل في الدولة، وفقاً للقواعد والإجراءات التي تقرها الوزارة.</p> <p>ويشترط لمنح ترخيص العمل لغير القطري ما يلي:</p>

	<p>Work permits issued to non-Qataris shall be subject to the following conditions:</p> <p>1-Non-existence of qualified Qatari Workers registered with the Department to perform the Work for which a permit is required.</p> <p>2-Obtaining of residence permits.</p> <p>3-Being medically fit.</p> <p>The validity of the Work permit shall be in accordance with the residence period. Work permits shall not be for more than five years unless approved by the Department.</p> <p>The provision of this Article shall be applied to the categories detailed in paragraphs 3, 4, 5 and 6 of Article 3 of this Law.</p>	<p>1- عدم وجود عامل قطري مقيد في سجلات الإدارة، مؤهل لأداء العمل المطلوب الترخيص للقيام به.</p> <p>2- أن يكون حاصلاً على ترخيص بالإقامة.</p> <p>3- أن يكون لانقاً طبيياً.</p> <p>وتتحدد مدة صلاحية ترخيص العمل بمدة الإقامة، وبحيث لا تزيد على خمس سنوات إلا بعد موافقة الإدارة. ويسري حكم هذه المادة على الفئات المنصوص عليها في البنود (3)، (4)، (5)، (6) من المادة (3) من هذا القانون.</p>
<p><b>المادة 25</b> <b>Article 25</b></p>	<p>The Minister may cancel the Work permit granted to a non-Qatari Worker, in the following situation:</p> <p>1-Failure to meet neither condition 2 nor 3 stipulated in Article 23 of this Law.</p> <p>2-Unjustifiable cessation of employment for a period of more than three months.</p> <p>3-Working with another Employer other than that for whose employment the permit was issued.</p> <p>4-Dismissal of the Worker following a disciplinary action.</p>	<p>يجوز للوزير إلغاء ترخيص العمل الممنوح للعامل غير القطري في الحالات التالية:</p> <p>1- فقد العامل أحد الشرطين (2)، (3) المنصوص عليهما في المادة (23) من هذا القانون.</p> <p>2- توقف العامل عن العمل بسبب راجع له وبدون عذر مقبول، لمدة تزيد على ثلاثة أشهر.</p> <p>3- العمل لدى غير من صدر له الترخيص بالعمل لديه.</p> <p>4- فصل العامل تأديبياً.</p>
<p><b>المادة 39</b> <b>Article 39 (as amended by Decree no. 10 of 2020)</b></p>	<p>It is possible to provide in the work contract to put the worker under a trial for the period to be agreed upon between the parties, provided that it does not exceed six months from the date of commencement of the work. It is not possible to put the worker on trial more than once at the same employer.</p> <p>The employer may end the work contract during the trial period if it appears that the worker is not fit to undertake the work, provided that they notify the worker of this at least one month before the date of termination of the contract. The worker may end the contract within the trial period provided that they meet the following conditions:</p>	<p>يجوز أن يُنص في عقد العمل، على وضع العامل تحت الاختبار للمدة التي يتفق عليها طرفاه، على ألا تتجاوز ستة أشهر من تاريخ مباشرة العمل. ولا يجوز وضع العامل تحت الاختبار أكثر من مرة واحدة لدى صاحب العمل ذاته.</p> <p>ولصاحب العمل إنهاء عقد العمل خلال مدة الاختبار إذا تبين له عدم صلاحية العامل لأداء العمل، بشرط أن يخطر العامل بذلك، قبل شهر على الأقل من تاريخ إنهاء العقد. وللعامل إنهاء عقد العمل خلال مدة الاختبار بشرط مراعاة ما يلي:</p>

	<p>1-if the worker wishes to transfer to work with another employer, they should notify the employer with whom they have a contract in writing of their desire to end the contract at least one month before the date of termination of the contract, the new employer should commit to compensate the employer with whom there is a contract for the value of the ticket and the fees for bringing the employee, if any, provided that the compensation does not exceed the basis salary of the employee for two months.</p> <p>2-If the employee wishes to end the work contract and leave the State, they should notify the employer in writing of their wish to do so in accordance with the notice period agreed upon, provided that it does not exceed two months.</p> <p>If any party ends the contract without abiding by the notice period provided in this Article, they are required to pay the other party a compensation equal to the basic salary of the employee for the notice period or the remaining period therefrom. In all cases, if the worker leaves the country without abiding by the conditions provided for in this Article, then it is not possible to grant the worker a license to work for a period of 1 year as of their date of departure.</p>	<p>1 - في حال رغبة العامل في الانتقال للعمل لدى صاحب عمل آخر، يجب عليه إخطار صاحب العمل المتعاقد معه كتابة برغبته في إنهاء العقد قبل شهر على الأقل من تاريخ إنهاء العقد، ويلتزم صاحب العمل الجديد بتعويض صاحب العمل المتعاقد معه عن قيمة التذكرة ورسوم الاستقدام، إن وجدت، على ألا يزيد التعويض عن الأجر الأساسي للعامل لشهرين.</p> <p>2 - في حال رغبة العامل في إنهاء العقد ومغادرة البلاد، يجب عليه إخطار صاحب العمل كتابة برغبته في ذلك وفقاً لمدة الإخطار المتفق عليها، على ألا تتجاوز شهرين.</p> <p>وإذا أنهى أي من الطرفين العقد دون مراعاة مدة الإخطار المنصوص عليها في هذه المادة، ألزم بأن يؤدي إلى الطرف الآخر تعويضاً مساوياً للأجر الأساسي للعامل عن مدة الإخطار أو المدة المتبقية منها. وفي جميع الأحوال، إذا غادر العامل الوافد البلاد دون التقيد بالأحكام المنصوص عليها في هذه المادة، فلا يجوز منحه ترخيصاً بالعمل لمدة سنة اعتباراً من تاريخ المغادرة."</p>
<p>المادة 39 (النص السابق قبل التعديل) Article 39 (previous version before the amendment)</p> <p>Effective date: 02/01/2022 End date:09/09/2020</p>	<p>Employment Contracts may provide conditions that put the Worker under a probation period agreed upon by both parties to the Employment Contract. The probation period shall not exceed six months from the date of commencement of the Work. Employers may not put Workers under probation, with the same Employer, more than once.</p> <p>Employers may terminate the Employment Contract before the expiry of the probation period if the Worker fails to carry out his/her duties as per the Employment Contract. Employers shall notify Workers of this decision within at least three days from the termination date of the contract.</p>	<p>يجوز أن ينص في العقد، على وضع العامل تحت الاختبار للمدة التي يتفق عليها طرفاه، على ألا تتجاوز ستة أشهر من تاريخ مباشرة العمل. ولا يجوز وضع العامل تحت الاختبار أكثر من مرة واحدة لدى صاحب العمل ذاته.</p> <p>ولصاحب العمل إنهاء العقد خلال مدة الاختبار، إذا تبين له عدم صلاحية العامل لأداء العمل، شريطة أن يُخطر العامل بذلك، قبل ثلاثة أيام على الأقل من تاريخ إنهاء العقد.</p>
<p>المادة 49 (عدلت بموجب مرسوم)</p>	<p>If the Employment Contract is for a fixed period in duration, any of the two parties</p>	<p>إذا كان عقد العمل لمدة محددة، جاز لأي من طرفيه إنهاءه دون إبداء الأسباب.</p>

<p>بقانون 18 لسنة (2020) Article 49 (as amended by Decree No. 18 of 2020)</p>	<p>thereof may terminate it, without giving reasons. In this case the party interested in termination of the Employment Contract shall notify the other party in writing as follows: As for the Workers who are paid their Remuneration annually or monthly, the notification shall be made before one month from the date of termination of the Employment Contract if the service period is five years or less. If the service period is more than five years, the period of notification shall be two months at least.</p> <p>In all other cases the notice shall be given in accordance with the following periods:</p> <p>(a) If the duration of employment is less than one year, the notice period shall be at least one week.</p> <p>(b) If the period of duration of employment is more than one year and less than five years, the notice period shall be at least two weeks.</p> <p>(c) If the period of duration of employment is five years or more, the notice period shall be at least month.</p> <p>If the Employment Contract is terminated without observing these periods, the party terminating the Employment Contract shall be obliged to compensate the other party for an amount equivalent to the full Remuneration for the notice period or the remaining part thereof.</p>	<p>في هذه الحالة يجب على الطرف الراغب في إنهاء عقد العمل إخطار الطرف الآخر كتابة على النحو التالي :</p> <p>بالنسبة إلى العمال الذين يتقاضون أجورهم سنوياً أو شهرياً، يوجه الإخطار قبل إنهاء العقد بمدة لا تقل عن شهر واحد إذا كانت مدة الخدمة خمس سنوات أو أقل، فإذا زادت مدة الخدمة على خمس سنوات تكون مدة الإخطار شهرين على الأقل.</p> <p>أما في الحالات الأخرى فيوجه الإخطار في المواعيد المبينة فيما يلي:</p> <p>(أ) إذا كانت مدة الخدمة تقل عن سنة واحدة تكون مدة الإخطار أسبوعاً واحداً على الأقل.</p> <p>(ب) إذا كانت مدة الخدمة تزيد على سنة وتقل عن خمس سنوات تكون مدة الإخطار أسبوعين على الأقل.</p> <p>(ج) إذا كانت مدة الخدمة خمس سنوات فأكثر تكون مدة الإخطار شهراً على الأقل.</p> <p>وإذا أنهى العقد دون مراعاة هذه المدد، ألزم من أنهى العقد بأن يؤدي إلى الطرف الآخر تعويضاً مساوياً لأجر العامل عن مدة الإخطار أو الجزء الباقي منها.</p>
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**Regulations and Procedural Rules of the QFC Civil and Commercial Court**  
اللوائح والاحكام الاجرائية للمرافعات المدنية والتجارية لدى المحكمة المدنية والتجارية لمركز قطر للمال

<p>المادة 35(1) Article 35(1)</p>	<p>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.</p>	<p>قد يكون الحكم الابتدائي أو القرار الصادر عن المحكمة نهائياً، ولكن قد تكون ثمة أسباب جوهرية تظهر، للاعتقاد بأن الحكم أو القرار معيب وإن هناك أخطاء واضحة ستؤدي إلى وقوع ظلم جسيم، فيكون لمحكمة تشكل من ثلاثة قضاة (سواء بالمحكمة ابتدائية أو محكمة تكون بطريقة أخرى) أن تعطي الموافقة برفع استئناف إلى هيئة الاستئناف ويعتبر القرار الصادر برفض الاستئناف نهائياً.</p>
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