



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: [2024] QIC (C) 10

**IN THE QATAR FINANCIAL CENTRE
CIVIL AND COMMERCIAL COURT
COSTS ASSESSMENT**

Date: 25 August 2024

CASE NO: CTFIC0071/2023

AMBERBERG LIMITED

Claimant

v

PRIME FINANCIAL SOLUTIONS LLC

1st Defendant

AND

THOMAS FEWTRELL

2nd Defendant

AND

NIGEL PERERA

3rd Defendant

AND

SOUAD NASSER GHAZI

4th Defendant

AND

~~REMY ABBOUD~~

5th Defendant

AND

~~MARC REAIDI~~

6th Defendant

AND

INTERNATIONAL BUSINESS DEVELOPMENT GROUP WLL

7th Defendant

AND

~~QATAR GENERAL INSURANCE & REINSURANCE COMPANY QPSC~~

8th Defendant

JUDGMENT ON COSTS

Before:

Mr Umar Azmeh, Registrar

Order

1. The Claimant is to pay to the 5th Defendant the sum of **QAR 8,500** within 7 days of the date of this order.

Judgment

Background

1. On 19 November 2023, this case was issued with the Claimant taking action against some eight Defendants. One of the Defendants was Remy Abboud, the 5th Defendant.
2. By way of an application notice dated 21 January 2024, the 5th Defendant applied for the claim to be dismissed on the grounds that this Court did not have jurisdiction to deal with the matter. The Claimant responded to that application on 18 February 2024 and the 5th Defendant replied to that response on 25 February 2024.
3. The matter was subsequently set down for, among other things, a jurisdiction hearing on 17 March 2024. In preparation for that hearing, the 5th Defendant filed and served a skeleton argument dated 13 March 2024, with the Claimant's skeleton argument dated 10 March 2024. The 5th Defendant represented herself at the hearing on jurisdiction.
4. On 4 April 2024, the Court (Justices Fritz Brand, Ali Malek KC and Dr Yongjian Zhang; [2024] QIC (F) 15) dismissed the claim against the 5th Defendant for lack of jurisdiction and also ordered that the Claimant must pay to the 5th Defendant her reasonable costs of defending the claim.

The claim

5. As described by the First Instance Circuit (at paragraphs 2-3):

In November 2023, the Claimant instituted action against eight Defendants. Its Statement of Claim runs over 49 pages. It relates to various disputes between the Claimant and the various Defendants arising from its acquisition of the shares and consequent shareholding in the First Defendant between November 2019 and August 2022. All this renders the background facts rather complicated. But, because the present dispute is confined to a jurisdictional challenge by two of the Defendants only, we shall limit ourselves to background facts which are strictly necessary for a proper understanding of our conclusion with regard to this confined dispute and our underlying reasoning. In doing so, we are bound by the nature of this application (save in exceptional circumstances) to accept the Claimant's version of the facts.

The Claimant's case against some of the Defendants, including the Fifth and the Sixth Defendants, is that, (i) while they were employed by the First Defendant in responsible positions of control over the affairs of the company; (ii) they owed a duty of care to the Claimant as an investor and shareholder in the First Defendant; (iii) to comply with the rules and regulations of the QFC Regulatory Authority ('QFCRA'); (iv) that they had failed the Claimant in that duty; and (v) that in consequence of this breach, the Claimant suffered damages which it now seeks to recover from the Defendants jointly and severally. With regard to the Fifth Defendant, the Claimant specifically pleads that she was employed by the First Defendant as its Chief Financial Officer, while the Sixth Defendant was employed as the Compliance Officer, the Money Laundering Reporting Officer and the Company Secretary of the First Defendant during a period when it was penalised by the authorities and suffered severe harm through non-compliance with various statutory regulations and QFCRA rule

6. In short, the Court's view was that, as the claim rested on breaches of various duties contained within regulations and not on any contract with a Qatar Financial Centre ('QFC') entity (the Claimant is not a QFC-registered-entity), the claim did not come within any of the gateways in article 9 of the Court's Regulations and Procedural Rules and therefore the Court did not have jurisdiction to hear the claim.

Approach to costs assessment

7. Article 33 of the Court's Regulations and Procedural Rules reads as follows:

33.1 The Court shall make such order as it thinks fit in relation to the parties' costs of the proceedings.

33.2 The general rule shall be that the unsuccessful party pays the costs of the successful party. However, the Court can make a different order if it considers that the circumstances are appropriate.

33.3 In particular, in making any order as to costs the Court may take account of any reasonable settlement offers made by either party.

33.4 Where the Court has incurred the costs of an expert or assessor, or other costs in relation to the proceedings, it may make such order in relation to the payment of those costs as it thinks fit.

33.5 In the event that the Court makes an order for the payment by one party to another of costs to be assessed if not agreed, and the parties are unable to reach agreement as to the appropriate assessment, the necessary assessment will be made by the Registrar, subject to review if necessary by the Judge.

8. In *Hammad Shawabkeh v Daman Health Insurance Qatar LLC* [2017] QIC (C) 1, the Registrar noted that the “... *list of factors which will ordinarily fall to be considered*” to assess whether costs are reasonably incurred and reasonable in amount will be (at paragraph 11 of that judgment):

- i. Proportionality.
- ii. The conduct of the parties (both before and during the proceedings).
- iii. Efforts made to try and resolve the dispute without recourse to litigation.
- iv. Whether any reasonable settlement offers were made and rejected.
- v. The extent to which the party seeking to recover costs has been successful.

9. *Hammad Shawabkeh v Daman Health Insurance Qatar LLC* noted as follows in relation to proportionality, again as non-exhaustive factors to consider (at paragraph 12 of that judgment):

- i. In monetary ... claims, the amount or value involved.
- ii. The importance of the matter(s) raised to the parties.
- iii. The complexity of the matters(s).
- iv. The difficulty or novelty of any particular point(s) raised.

- v. The time spent on the case.
 - vi. The manner in which the work was undertaken.
 - vii. The appropriate use of resources by the parties including, where appropriate, the use of available information and communications technology.
10. One of the core principles (elucidated at paragraph 10 of *Hammad Shawabkeh v Daman Health Insurance Qatar LLC*) is that “*in order to be reasonable costs must be both reasonably incurred and reasonable in amount.*”
11. The case of *Dominik Wernikowski v CHM Global LLC* [2023] QIC (C) 1 establishes the principle that litigants-in-person are entitled to an hourly rate of QAR 100 for their reasonable costs. This was followed in *Rudolfs Veiss v Prime Financial Solutions LLC* [2024] QIC (C) 6. This principle is followed in this jurisdiction for good reason: it ensures consistency.

Submissions

12. The 5th Defendant provided a written submission dated 2 May 2024 in which she claims 133 hours of work for these proceedings at a rate of QAR 200 per hour for a total of QAR 26,600. The work noted is reviewing the Claim Form (40 hours), preparing the jurisdictional challenge (30 hours), reviewing the Claimant’s reply (15 hours), reviewing the amended statement of claim (5 hours), emails/correspondence (10 hours), preparing the skeleton argument and inputting into the eBundle (20 hours), script writing by way of preparation for the hearing and the hearing itself (5 hours), and costs assessment (8 hours).
13. The Claimant’s submission, dated 13 June 2024, makes inter alia the following points:
- (i) the 5th Defendant did not seek to agree the costs so they should be disallowed in full;
 - (ii) a more precise breakdown is required than what has been provided by the 5th Defendant;
 - (iii) work is claimed that is not necessary for these proceedings;
 - (iv) certain time entries are unreasonable;
 - (v) only a small part of the claim related to the 5th

Defendant and hence the time spent is unreasonable; and (vi) the hourly rate should be QAR 100.

14. The 5th Defendant replied on 9 July 2024 and made, inter alia, the following points: (i) the Claimant used the threat of an appeal to leverage the complete withdrawal of the costs claim; (ii) the Claimant disregarded the fact that the expertise and hours spent by a professional lawyer on a case cannot be equated with that of a litigant-in-person; (iii) a litigant-in-person does not have the benefit of time recording tools, (iv) the work conducted was all necessary; and (v) the significant time spent on the case necessarily impacted the 5th Defendant's personal life and ought to be compensated fairly.

Analysis

15. The claim brought against the eight Defendants is, in my view, a complex claim. The case has already generated seven judgments (this will be the eighth judgment and there will be several more to follow). It has been described by the Court as “*complicated*” (see paragraph 2 of [2024] QIC (F) 15 and paragraph 3 of [2024] QIC (F) 16), with the Statement of Claim containing allegations which are “*convoluted, wide ranging and often very difficult to understand...*” (paragraph 3 of [2024] QIC (F) 3). By way of illustration, the Statement of Claim is 49 pages long and had 26 exhibits annexed to it. The subject matter was inherently complex. There was also a Reply to the jurisdiction application and the Statement of Claim was amended. A Defendant must, properly to conduct the litigation, read all of the material filed and served by the other party, understand that material and then formulate responses. This case, in my view, would have taken a professional lawyer some time to parse, understand, and respond; clearly – as conceded by the Claimant – this will take a litigant-in-person much more time to do.
16. There is nothing in the point that as the 5th Defendant did not seek to agree costs they should be disallowed in their entirety. There was nothing preventing the Claimant from seeking to agree the costs when it received the initial submission dated 2 May 2024. The 5th Defendant has, in my view, adequately set out the categories of work that she has undertaken for an assessment to be made. Further, as noted above, the Claimant included the 5th Defendant in significant and complex litigation and despite her being one of eight Defendants, she is entitled to read all of the material filed and served in

proceedings (including the numerous materials that the Claimant referred to in its submissions e.g. caselaw and legislation) along with engaging in the correspondence (this case has generated a vast amount of correspondence by email): it can hardly now complain that it has taken her substantial time to defend the proceedings.

17. At the outset, however, I must note that the 5th Defendant has a ceiling as to her hourly rate: this is QAR 100 for the reasons set out above.
18. I can identify the following categories of work/phases of the litigation for which the 5th Defendant has reasonably incurred time: (i) reviewing the Claim Form/Statement of Claim, (ii) preparing a Response, (iii) reviewing the Reply, (iv) the Amended Statement of Claim, (v) correspondence, (vi) skeleton argument and preparation for the hearing, (vii) the hearing, and (viii) the costs assessment.
19. As to phase 1 and the Statement of Claim: this was a very complex document. It was long. It had a large number of exhibits, some lengthy, annexed to it. The legal subject matter was complicated. For a litigant-in-person to read all of this, gather their own documentation to assist in understanding and digesting it, and then to formulate a strategy, would in my view clearly and reasonably take a significant amount of time. I allow 35 hours for a total of **QAR 3,500**.
20. The application regarding jurisdiction was not long but it contained a potential substantive defence as an alternative along with the jurisdiction points. The exhibits were in excess of 50 pages. I allow 12 hours for a total of **QAR 1,200** (making sure not to double-count with preparation of this document that may be subsumed in phase 1 of the work).
21. The Reply was, again in my view, a document that contained some complex issues with references to, e.g. the QFC Financial Services Regulations, the QFC Rules, and it also referred to recent caselaw on jurisdiction. I will allow 6 hours for a total of **QAR 600**.
22. As for time reviewing the Amended Statement of Claim, which would reasonably have required some thought as to the effect of the amendments and any impact upon the 5th Defendant, I will allow 2 hours for a total of **QAR 200**.

23. For hearing preparation, along with producing the skeleton argument, reviewing and inputting into the eBundle, reviewing the Claimant's skeleton argument, and script-writing for the hearing, I allow 16 hours for a total of **QAR 1,600**, and for the hearing itself, 3 hours for a total of **QAR 300**.
24. For the preparation of the costs documentation, reviewing the Claimant's costs submissions, and for the reply, I allow 4 hours for a total of **QAR 400**.
25. For correspondence over the course of many months, I am of the view that 7 hours is reasonable for a total of **QAR 700**.
26. I prima facie allow 85 hours at the litigant-in-person rate of QAR 100 for a total of **QAR 8,500**.

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27. In my view, nothing that I have before me assists as to the conduct of the parties or any efforts made to try to resolve the dispute without recourse to this litigation. I also have no evidence of any settlement offers. However, the 5th Defendant was entirely successful in warding off the claim.
28. The claim was unquantified, but the matter was clearly important to the 5th Defendant. She was pulled into complex litigation – her first such experience – as a litigant-in-person, along with seven other Defendants. As I have explained above, my view is that this was a difficult case, and the 5th Defendant would have found it complicated to navigate.
29. Taking account of this, 85 hours and QAR 8,500 is in my view an eminently reasonable sum, and can in no way said to be disproportionate to the case faced by the 5th Defendant. That is the sum I therefore award.

By the Court,



[signed]

Mr Umar Azmeh, Registrar

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

Representation

The Claimant was represented by Eversheds Sutherland (International) LLP (Doha, Qatar).

The 5th Defendant was self-represented.