



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) 1

IN THE QATAR FINANCIAL CENTRE
CIVIL AND COMMERCIAL COURT

Date: 2 January 2024

CASE NO: CTFIC0022/2022

XAVIER ROIG CASTELLO

Claimant

v

MATCH HOSPITALITY CONSULTANTS LLC

Defendant

JUDGMENT ON COSTS

Before:

Mr Umar Azmeh, Registrar

Order

1. The Claimant is to pay the Defendant the sum of **QAR 744,550** within 28 days of the date of this judgment.

Judgment

Background

1. On 16 May 2022, a Claim Form was issued by the Registry of this Court in which the Claimant alleged, inter alia, that the Defendant had unlawfully terminated his contract of employment. The Claimant sought damages, other compensation, the imposition of a financial penalty on the Defendant, and costs.
2. Pleadings were filed and served, and a hearing was held on 23 October 2022 on two preliminary issues, including on the core question of whether the Defendant was entitled to terminate the Claimant's employment contract.
3. On 27 November 2022, the Court (Justices Her Honour Frances Kirkham CBE, Lord Hamilton and Fritz Brand) handed down judgment in favour of the Defendant, noting that it was entitled as a matter of law to terminate the employment contract ([2022] QIC (F) 34). The Court directed that, if the Claimant wished to pursue the claim further, an amended Claim Form was to be filed and served no later than 4 January 2023.
4. On 5 January 2023, the Claimant filed and served an amended Claim Form. The Court allowed filing and service out of time. The pleadings process then continued and concluded, and a trial date was set for 31 July 2023 and 1 August 2023. The usual directions were issued.
5. On 16 July 2023, the Claimant informed the Court and the Defendant that the claim would be withdrawn.
6. On 27 July 2023, the Court issued a further short judgment which noted, inter alia, as follows at paragraph 9 ([2023] QIC (F) 30):

We have no hesitation in concluding that the Claimant, having simply withdrawn the entirety of his claim, must be considered the unsuccessful party

and the Defendant the successful party within the meaning of 33.2. It follows that the Claimant should pay the Defendant's reasonable costs of these proceedings. These include all costs reasonably incurred by the Defendant in dealing with all aspects of the proceedings.

These proceedings

7. I must now assess the reasonable costs of the Defendant who, as noted by the Court, is the successful party in these proceedings. I have received three submissions from the parties pursuant to this costs assessment process (and exhibits/annexes thereto):
 - i. Defendant's cost submission dated 12 September 2023.
 - ii. Claimant's response dated 12 October 2023.
 - iii. Defendant's reply dated 23 October 2023.
8. The Claimant was given an opportunity to provide a response to a particular aspect of the Defendant's submission dated 23 October 2023, no later than 16.00 on 5 December 2023. No response was filed or served.
9. Additionally, I have reviewed the pleadings and annexes in respect of all phases of this case, along with the two judgments issued by the Court, and the parties' submissions to the Court (for example on the preliminary issues). I have also been copied on all of the recent correspondence in relation to the case, particularly in the latter part of 2022 and for all of 2023.

Approach to costs assessment

10. 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.

11. 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.

12. *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.

13. 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.*”

The parties’ submissions

14. The Defendant is claiming the sum of QAR 1,006,875.38 by way of reasonable costs, which includes counsel’s fees in the sum of QAR 205,050.38.

15. The Defendant’s submissions are, in short, as follows:

- i. The figure sought represents a reduction from the actual amount of costs incurred in the sum of QAR 1,075,083.93.
- ii. The total sum claimed is not disproportionate considering the Claimant’s claim, taking account of all the allegations, the relief sought, and the potential damage to the Defendant.
- iii. The nature of the claim was complex, and was not a simple allegation of unlawful termination of an employment contract. It included whistleblowing, directors’ duties, and allegations of wrongdoing against the senior management of the company. The contents and length of the eBundle are also supportive of the contention that the claim was a complex one.
- iv. The Defendant was unable – reasonably – to entertain settlement discussions as the original offer was perceived as threatening, such a settlement would be reputationally damaging, and the Defendant was of the view that it was on firm legal ground.
- v. The conduct of the Claimant drove costs upwards: late applications and out-of-time submissions, disruption to the Court-ordered timetable, and a lack of collaboration where this was ordered by the Court (e.g. in the production of eBundles or the chronology).

- vi. The very late withdrawal of the claim also contributed to a significant increase in the costs of the Defendant.
- vii. The division of work within the Defendant team was also appropriate in that an experienced lawyer conducted this complex matter with minimal partner input. Further division of work to less experienced lawyers was not necessary when taking account of the hourly rates charged.
- viii. The Defendant reasonably appointed a barrister only when the Court set the matter down for a final hearing.
- ix. The hourly rates charged by the Defendant's team, and in particular, Ms Barber who conducted the vast bulk of the work, are reasonable in the context of the case and compared to the standard rates charged in the jurisdiction.

16. The Claimant's response contained the following points:

- i. The costs sought by the Defendant do not embody fairness and justice, and are disproportionately high in the context of the case.
- ii. The Claimant withdrew the claim due to unforeseen circumstances and a genuine desire to avoid legal proceedings. Had the Claimant known the Defendant's position on costs, he would not have withdrawn the claim in the manner in which he did.
- iii. The costs claimed do not reflect adequately that the Claimant is an individual rather than a corporation. To pay such costs will be particularly burdensome and financially straining for him.
- iv. The Defendant should be compelled to pay the QAR 211,209.37 it offered the Claimant in a termination letter.

- v. Following a review, the Claimant has identified several items in the ledger that appear exaggerated and unreasonable. This is a violation of article 11.1.2 of the Regulations and Procedural Rules of the Court as inconsistent with “*public order*”. The Overriding Objective of this Court also militates in favour of a reduction in the costs claimed.
- vi. Article 25(2) of the QFC Employment Regulations 2020 should be enforced which stipulates that all outstanding dues should be paid to an employee within 30 days of the termination of contract.

17. In the Defendant’s reply, it noted – inter alia – as follows:

- i. The Claimant failed to identify items within the ledger provided that are, “*unreasonable*”.
- ii. The reasons for the case being withdrawn are immaterial to the consideration of costs.
- iii. The Claimant pursued his claim with full capacity and in the full knowledge that the parties were each incurring significant costs.
- iv. It is not open to me to direct that the Defendant must pay the Claimant the amount noted in the termination letter.
- v. The Claimant’s assertion that he would not have withdrawn the case in the manner in which he did if he had known of the Defendant’s position on costs is misleading. In July 2023, the Claimant became concerned about the merits of his claim and contacted the Defendant with a settlement which would have prevented the Defendant seeking its costs of the proceedings.
- vi. The provisions of the QFC Employment Regulations 2020 are immaterial to the costs assessment process, and the reference to this Court’s Overriding Objective is actually supportive of the Defendant’s

position. There is no conflict with the, “*public order*” provisions of the Court’s Regulations and Procedural Rules.

Analysis

Preliminary issues

18. The starting point that must be made clear is that the Claimant commenced a significant piece of litigation in this Court. He was unsuccessful in the preliminary issues judgment ([2022] QIC (F) 34). He then filed and served an amended claim, as he was fully entitled to do. The litigation process proceeded as usual with, among other things, the exchange of pleadings, a trial date set, disclosure, witness statements, and eBundles. There was also a significant volume of correspondence in relation to which the Court was copied. Then, shortly before the trial, the claim was withdrawn. It was clear that significant costs would have been expended by the Defendant in defending these proceedings from May 2022 to July 2023. The Claimant must now take responsibility for the proceedings commenced and conducted in his name, and bear the reasonable costs of the Defendant.

19. First, as to the Claimant’s contention that the costs sought by the Defendant do not take adequate consideration of the fact that the Claimant is an individual, and that such costs would be burdensome upon him and financially straining for him personally. The costs claimed by the Defendant are assessed later in this judgment, and appropriate deductions have been made. However, the test I must apply is whether the costs are “*reasonable*”, which in this context means “*reasonably incurred*” and “*reasonable in amount*”. There is also a proportionality analysis – see paragraph 12, above. Those are the principles I must apply.

20. Second, the Claimant asks me to make an order compelling the Defendant to honour the settlement figure it noted in the termination letter dated 18 February 2022. I do not have the jurisdiction to do so, whether under the QFC Employment Regulations 2020 or otherwise. My task is to assess the Defendant’s reasonable costs of the proceedings and direct the Claimant to pay any such reasonable costs. I also do not have the jurisdiction to set off the settlement figure in the termination letter against any costs award that I make. Should the Claimant wish to obtain the figure in the termination letter, he must take further appropriate action outside of this costs assessment process.

21. Third, it is unfortunate that the Claimant has not made any focused submissions on the specific items in the ledger addressing the reasonableness criteria or the case of *Hammad Shawabkeh*. However, I make it clear that this is an exercise that I will undertake in any event.
22. Fourth, the argument concerning “*public order*” made by the Claimant in relation to this costs process is not clear. In any event, there is no incompatibility whatsoever in a costs award made to the Defendant as the successful party in this litigation.
23. Finally, I also make it clear that parties are entitled to instruct any lawyers they wish to conduct their litigation. Most law firms do diligent and necessary work entirely in the best interests of their client. Much of that work is often very valuable. However, that is not the test that I must apply. I must decide what is “*reasonable*”, and in other words, what is reasonable to order the unsuccessful party to pay.

Barrister’s fees

24. Mr Ogg of Counsel has rendered two invoices: one dated 16 May 2023 in the sum of GBP 20,000 (comprising a fee of GBP 19,000 and withholding tax of GBP 1,000), and the other dated 16 June 2023 in the sum of GBP 25,000 (comprising a fee of GBP 23,750 and withholding tax of GBP 1,250). It was in my view, plainly appropriate to instruct counsel for a case of this nature. It was complex and a barrister of Mr Ogg’s level of experience was plainly reasonable for this case.
25. The total fee for work claimed is GBP 42,750 (plus GBP 2,250 by way of withholding tax). The fees included reading-in, an opinion, and assistance with disclosure and witness statements, along with written submissions, and preparation for and attendance at trial (listed for 2 days). These fees are in my view reasonable: they are reasonably incurred – all of that work listed is entirely necessary and appropriate for a barrister to work on in a case of this nature – and are also reasonable in amount for barristers of his experience in cases such as this (this represents full preparation, including an advice, and a two-day trial). I also note for completeness that given the late withdrawal of the claim, Mr Ogg’s hearing fee would have been payable, hence the invoices not including any deductions in respect of the aborted trial.

26. I do, however, make a deduction of **GBP 2,250 (QAR 10,250** as at today's exchange rate) in respect of the withholding tax. It is not reasonable in my view for the Claimant to meet this aspect of his fee.

Apportionment and hourly rates

27. The total time spent on the case was circa 390 hours as logged in a table on the final page of the ledger of work provided by the Defendant (there are two redacted names on that table with fees amounting to QAR 3,100, and I make a deduction of those fees in full – **QAR 3,100** – given the lack of information as to the hours and identities of the fee earners).

28. The vast majority of the time spent on this case was in respect of Ms Sonia Barber who spent circa 373 hours which amount to QAR 776,375 at an hourly rate of QAR 2,100 (circa \$575 per hour, although for some work that rate was QAR 1,900 per hour which is circa \$520 per hour).

29. The Defendant in its submissions has drawn my attention to judgments of this Court that contain details of hourly rates charged by other firms in this jurisdiction. It is clear that one would expect a slightly lower hourly rate in this case than one would encounter at an international law firm. Considering what I encounter in this Court, I am satisfied that Ms Barber's hourly rate compares favourably with what comparable firms charge their clients for associates of the same or even lesser experience in this jurisdiction.

30. Moreover, this was not a straightforward case. The Claimant raised a number of issues which required deft handling, and indeed there were two judgments issued in this case along with a preliminary hearing and a trial that was fixed for two days. I am satisfied that it was reasonable for Ms Barber to conduct the vast majority of the work in this case. One would normally expect to see more partner involvement in significant trials, so savings in terms of partner time can, in my view, off-set an argument that a lower grade of fee earner ought to have conducted more of the work.

The ledger

31. The ledger provided by the Defendant runs from 24 May 2022 to 31 July 2023. As noted above, the total claimed is QAR 1,006,875.38, and when counsel's fees are

deducted (QAR 205,050.38), the remaining total on the ledger for me to assess is QAR 801,825.

32. As a starting point, I have divided the work in the ledger into 7 phases:

- i. Phase I – up to the submission of the original Defence (24 May 2022 to 12 June 2022).
- ii. Phase II – from submission of the Claimant’s Response up to around the submission of the Reply (29 June 2022 to 20 July 2022).
- iii. Phase III – from the Court directions regarding a preliminary issues hearing up to the submission of written arguments for that hearing (18 September 2022 to 16 October 2022).
- iv. Phase IV – preparation for and attendance at the preliminary issues hearing (17 October 2022 to 23 October 2022).
- v. Phase V – From receipt of the Amended Claim to submission of the Amended Defence (6 January 2023 to 6 February 2023).
- vi. Phase VI – From receipt of the Reply to the Amended Defence to submission of the Response to the Claimant’s Reply (from 6 March 2023 to 17 April 2023).
- vii. Phase VII – trial preparation (from 18 April 2023 to 31 July 2023).

Phase I

33. This Phase lasted some 20 days and was all the initial work to respond to the original Claim Form dated 11 May 2022. The original Claim Form is reasonably short but does, in my view, raise issues of some complexity, including whistleblowing and directors’ duties under the relevant legislation. It also contained 12 exhibits, much of which comprised various employment and legal correspondence. The document claimed QAR 761,061 / \$ 209,077 for the Claimant by way of entitlements under his contract of

employment. It also raised the issue of a financial penalty for the Defendant under the QFC Employment Regulations 2020.

34. The ledger demonstrates that just under 40 hours was spent on constructing the Defence, a little over 35 of which were expended by Ms Barber. The Phase I costs claimed are QAR 83,025, out of which QAR 74,025 can be attributed to Ms Barber. The Defence is a detailed document that covers both the factual and legal issues raised in the Original Claim Form. It also contains 14 exhibits.
35. Looking at the matter in the round, this was not a straightforward claim to refute. It did indeed raise novel issues that required some reasonable research. Although the subject matter of the claim and the matters raised were well-known to the Defendant given the letter of 16 February 2022 from the Claimant to the Defendant seeking a settlement of \$500,000, it is axiomatic that the original Claim Form needed to be carefully reviewed and its points refuted in detail.
36. My conclusion on Phase I is that it would be reasonable to order that the Claimant pay for 30 hours of Ms Barber's time in respect of the work undertaken, along with the necessary work undertaken by the other fee earners during this time. I therefore make a deduction in the sum of **QAR 10,500**.

Phase II

37. This Phase entailed receipt and review of the Claimant's Reply to the Defence, and preparation of a Defendant Response following the permission of the Court. The Claimant's Reply was another detailed document which went into detail concerning, among other things, whistleblowing, and which also covered many factual matters concerning the dispute. There were 29 documents exhibited to the Reply.
38. The Response to the Claimant's Reply is comprehensive and goes into particular detail on whistleblowing, and to that end cites a significant volume of caselaw. The ledger demonstrates that much research was undertaken into good faith and whistleblowing, both QFC law and wider jurisprudence. Ms Barber expended a little under 34 hours in this Phase of the case, out of a total of around 42 hours (or, in monetary terms, QAR

71,000 [rounded up to the nearest thousand] out of a total of QAR 86,000 [rounded down to the nearest thousand]).

39. It is again right that the Reply required careful review and the Response careful construction, including addressing the highly relevant whistleblowing issues. That said, I am not of the view that it would be reasonable to order that the Claimant pays the full extent of the work conducted on the Reply and Response. I am of the view that it would be reasonable to order the Claimant to pay for 20 hours of Ms Barber's time on this tranche of work in Phase II, and therefore I deduct **QAR 29,000**.
40. I make further deductions of "KAA"'s time on 4 July 2022, 7 July 2022, 19 July 2022, and 20 July 2022 as not being reasonable time to compel the Claimant to meet. These deductions amount to **QAR 9,900**.

Phase III

41. The Court directed that the parties – prior to a hearing of the preliminary issues on 23 October 2022 – make written submissions on those preliminary issues as to whether the Defendant was entitled to terminate the fixed-term contract and whether the Claimant was entitled to seek a fine of the Defendant by the QFC Employment Standards Office. This submission, made on 16 October 2022, was not a responsive submission, filing and serving being simultaneous rather than consecutive.
42. Again, the vast bulk of the work – some 20 hours out of circa 23 hours – was conducted by Ms Barber (amounting to QAR 41,475 out of QAR 46,700). The Defendant's submission is a cogent and concise document. The subject matter of those preliminary issues was, in my view, reasonably straightforward for a lawyer of experience. I therefore allow 8 hours of Ms Barber's time for the compilation of this document and make a deduction in the sum of **QAR 29,900**, it being reasonable in my view for the Claimant to meet QAR 16,800 for the preparation and submission of that document.

Phase IV

43. This Phase was a relatively short one, spanning some 6 days but entailing, on the part of the Defendant, the following work: reviewing the preliminary issues submission of the Claimant, preparation for the hearing, a conference with the Defendant, and

attendance and representation at the hearing. Ms Baber spent a little over 14 hours on this Phase of work in the sum of QAR 29,925. Input from others was minimal.

44. I make it clear at this stage that the Defendant was well within its rights to instruct counsel for this hearing. Those fees would have been undoubtedly higher than those accrued by Ms Barber for preparation and attendance at the hearing. In principle, subject to reasonableness and the other relevant tests I must apply, had counsel been instructed, I would have allowed those fees and made an order for the Claimant to meet them. My view is that all of Ms Barber's time is reasonable for the Claimant to meet and therefore make no deductions. I do, however, deduct **QAR 900** for the minor work conducted by one other fee earner during this Phase.

Phase V

45. The Defence to the Amended Claim Form was submitted on 6 February 2023 and comprises approximately 16 ½ pages. At this stage in the proceedings the issues and legal points ought to have been well-known and that is reflected in the reduced time that has been spent on this pleading compared to in earlier Phases. The same issues were raised in the Amended Claim Form as had already been ventilated.

46. Again, Ms Barber did the lion's share of the work on this document – which of course entailed reviewing the Amended Claim Form – and spent a little over 28 hours out of 28 ½ total hours (resulting in fees of a little over QAR 59,000). It is also right to say that the submission is 140 pages long with a large number of exhibits attached.

47. In light of the potential duplication of work that may have occurred given that the pleadings exchanged in this Phase of work covered well-trodden ground, I am not of the view that it would be reasonable to order the Claimant pays Ms Barber's time in full. I therefore allow approximately 14 hours of her time for this document and make a deduction of **QAR 30,000** comprising the balance of her time and "SAA"'s time.

Phase VI

48. This Phase of work encompassed a review of the Reply to the Defence and preparing a Response to that document filed and served on 6 March 2023. Ms Barber did all of the work on behalf of the Defendant during this Phase and that amounted to a little under 40 hours of work, accruing QAR 76,650 by way of fees.

49. The Claimant's Reply covered old ground and was described by the Defendant as, "*repetitive*" in paragraphs 3 and 12 of the Response to the Reply. I note at this juncture that it is unfortunate that there was the need for a Response post-Reply, as this is not standard practice in civil litigation matters that come before the Court, but the First Instance Circuit must have been satisfied that this was necessary due to the content of the submissions filed by the Claimant. I also note that the Defendant purportedly corrected a number of matters raised in the Claimant's submission, and those included matters of both fact and law.
50. I note that this is the final pleading during the course of the case, but that it is also the pleading that expended the most time (see above). I acknowledge that this may under certain circumstances have been borne out of necessity, although one would usually expect that the time taken over pleadings would generally diminish during the course of a case as the issues became narrowed in the approach to a trial. That is not the case here.
51. The work noted on the ledger included reviewing the Claimant's Reply, taking instructions, liaising with the Court, reviewing earlier pleadings, drafting the Response and circulating that document, amending the Response following the receipt of feedback from various individuals, and finalizing the exhibits to the Response. All of this work is clearly necessary and appropriate at this stage of a case.
52. That said, I am of the view that it would not be reasonable, taking a step back and looking at the matter in the round, to order the Claimant to pay all of the accrued fees in this Phase of work, although I make some allowance in favour of the Defendant for the fact that a Response was only necessary due to the contents of the document that the Claimant itself submitted on 6 March 2023. With those points in mind, I make a deduction of 10 hours of Ms Barber's time in the sum of **QAR 21,000** (based on the rate of QAR 2,100 per hour).

Phase VII

53. This is the longest and most intensive Phase of work during the course of these proceedings, namely the lead up to trial, and this is the Phase in which Mr Ogg of

Counsel became involved (I have already dealt with his fees and deductions above at paragraphs 23-25). On the part of the Defendant, this covered disclosure, witness statements, eBundles, chronology and dramatis personae, liaising with the client and barrister, and preparation for the trial.

54. I bear in mind that this case was going full steam ahead to trial until the Claimant withdrew the claim shortly before the fixture. The claim was withdrawn on 16 July 2023. The Court's substantive directions order dated 2 May 2023 noted that all submissions to the Court were due by 16.00 on 10 July 2023. In other words, most trial preparation ought to have been done by the time the Claimant withdrew the claim (notwithstanding extensions of time for various matters that were granted by the Court). By the time that the application was made for a substantive variation of directions relating to the chronology, dramatis personae, eBundles, and timetable for trial – on 10 July 2023 – all of those deadlines had either expired or were due to expire at 16.00 that day. I make no criticism of the law firm that made the application who had received late instructions, but this background puts the following assessment in context.

55. I have identified a number of Ms Barber's entries which I will disallow in full as, for the specific items I am about to list, it is not appropriate to order the Claimant to meet those fees: 19/04/2023 (this matter is not specific enough as noted on the ledger), 03/05/2023 (administrative work pertaining to the selection of a barrister is not, in my view, reasonable to charge to an unsuccessful party), 07/05/2023 (administrative work pertaining to the selection of a barrister – as above), 08/05/2023 (administrative work), 11/05/2023 (barrister – as above), 12/05/2023 (barrister – as above), 14/05/2023 (barrister – as above), 09/06/2023 (this matter is not specific enough as noted on the ledger), 23/06/2023 (the redactions do not allow me to ascertain whether this item as a whole is reasonable), 24/06/2023 (redactions – as above), 25/06/2023 (redactions – as above), 26/06/2023 (redactions – as above), 17/07/2023 (post-withdrawal of the case administrative matters), 18/07/2023 (post-withdrawal of the case administrative matters and relating to costs which the Defendant has noted in its costs submissions that it will not pursue), 20/07/2023 (administrative and costs matters – as above), and 30/07/2023-31/07/2023 (administrative and costs matters – as above). The deductions here amount to **QAR 46,675**.

56. I also make the following deductions:

- i. 02/05/2023: I have reduced this item from 1.25 hours to 0.50 hours. The directions order contained standard directions, and queries from the Court were straightforward (reduction of **QAR 1,575**).
- ii. 15/05/2023: I have reduced this item from 1.50 hours to 0.50 hours. Discussion concerning the appointment of a barrister ought to have been very brief and there is a redaction which leads to a further reduction in time (reduction of **QAR 2,100**).
- iii. 26/05/2023: I have reduced this item from 1.00 hours to 0.50 hours. Time disallowed here relates to the share site (reduction of **QAR 1,050**).
- iv. 05/06/2023: I have reduced this item from 1.50 hours to 0.50 hours. The request from the Claimant was straightforward and the internal deliberations within the Defendant team should have been very brief (reduction of **QAR 2,100**).
- v. 13/06/2023: I have reduced this item from 0.50 hours to 0.25 hours. The Claimant's email request was very brief and did not require, in my view, significant deliberation (reduction of **QAR 525**).
- vi. 14/06/2023: I have reduced this item from 1.75 hours to 1.00 hour. Again, as above, the issues were clear, and I am of the view that 1.00 hour is reasonable (reduction of **QAR 1,575**).
- vii. 15/06/2023: I have reduced this item from 2.00 hours to 1.50 hours. Discussions with outside counsel concerning billing should not, in my view, be charged to an unsuccessful party (reduction of **QAR 525**).
- viii. 19/06/2023: I have reduced this item from 3.00 hours to 2.00 hours. The reduction relates to the unspecified legal research (reduction of **QAR 2,100**).

- ix. 21/06/2023: I have reduced this item from 2.25 hours to 1.00 hour. The reduction relates to matters that appear to be administrative i.e. bundle review and witness statement format which would not be reasonable, in my view, to direct that the Claimant meets (reduction of **QAR 2,625**).
- x. 27/06/2023: I have reduced this item from 6.50 hours to 4.00 hours. The reduction reflects the work that is redacted which has not led to a corresponding writing-down of the hours (reduction of **QAR 5,250**).
- xi. 28/06/2023: I have reduced this item from 7.75 hours to 6.00 hours. The reduction relates to the consideration and action regarding the extension of time application which should have been very brief (reduction of **QAR 2,625**).
- xii. 04/07/2023: I have reduced this item from 6.75 hours to 5.00 hours. The reduction reflects the work that is redacted which has not led to a corresponding writing-down of the hours (reduction of **QAR 3,675**).
- xiii. 04/07/2023: I have reduced this item from 7.25 hours to 5.00 hours. The reduction reflects the work that is redacted which has not led to a corresponding writing-down of the hours (reduction of **QAR 4,175**).
- xiv. 05/07/2023: I have reduced this item from 8.50 hours to 4.00 hours. The reduction reflects the work that is redacted which has not led to a corresponding writing-down of the hours (reduction of **QAR 9,450**).
- xv. 06/07/2023: I have reduced this item from 9.00 hours to 7.00 hours. The reduction reflects the work that is redacted which has not led to a corresponding writing-down of the hours (reduction of **QAR 4,200**).
- xvi. 07/07/2023: I have reduced this item from 8.00 hours to 6.00 hours. This reflects both the redaction issue along with a reduction in relation to considering the next steps regarding the Claimant's failure and the

Court's response (the latter ought to have merited only very brief consideration; reduction of **QAR 4,200**).

xvii. 09/07/2023-11/07/2023: I make a global reduction in relation to these three items of 3 hours to reflect the work on the eBundles that might have been done by a lower grade fee earner (although I do take account of the fact that the Claimant did not assist as directed; reduction of **QAR 6,300**).

xviii. 13/07/2023: I have reduced this item from 7.50 hours to 5.00 hours. The reduction reflects the work that is redacted which has not led to a corresponding writing-down of the hours (reduction of **QAR 5,250**).

xix. 14/07/2023: I have reduced this item from 6.00 hours to 4.00 hours. The reduction reflects the work that is redacted which has not led to a corresponding writing-down of the hours (reduction of **QAR 4,200**).

57. The total reductions in paragraph 56 amount to **QAR 63,500**.

Miscellaneous

58. The other work that is not covered by the Phases noted above but that still appears on the ledger comprises the period 13/06/2022 to 27/06/2022, 20/07/2022 to 30/08/2022, and 24/10/2022 to 29/12/2022.

59. In respect of 13/06/2022 to 27/06/2022, I make a reduction in the sum of **QAR 7,600** as some of the items therein are either unreasonable to be met by the Claimant (e.g. checking the PoA requirements in this Court), or are somewhat vague (e.g. some of the work conducted for, "*Fred*").

60. I make no reduction in relation to the periods 20/07/2023 to 30/08/2023 other than that made above, and none to the period 24/10/2022 to 29/12/2022.

Conclusion

61. The deductions made in this section amount to QAR 262,325. This reduces the QAR 1,006,875.38 sought to QAR 744,550 (rounded down to the nearest QAR) that I assess

as the reasonable costs of the Defendant incurred in dealing with all aspects of the proceedings.

Proportionality

62. I must now assess whether the final figure of QAR 744,550 is proportionate in the context of this case as a whole.
63. The Claim Form sought the sum of QAR 761,061, very broadly the same amount that I have ascertained are reasonable costs (including counsel's fees). Depending on the circumstances, this ratio may or may not be reasonable.
64. The Defendant has noted that the importance of the matter to the Defendant was significant. It has submitted that the integrity of the Chairman, CEO – and by extension the company – was called into question and that therefore this case needed vigorously to be defended. Looking at the case in the round, I agree with the Defendant that this case was very important to the Defendant given the allegations made by the Claimant, which essentially was an allegation of corruption at senior levels.
65. It may be trite, but in my view important, to note that – whatever the merits of the case – the Defendant has been the successful party in this case.
66. The Defendant has also submitted that the subject matter of the claim was complex. I agree as I have explained above.
67. The Claimant submitted that the claimed costs (prior to my assessment) would have imposed an “*unjust burden*”, were not “*commensurate with the nature and complexity of the proceedings*”, and do not take account of the fact that the Claimant is an individual. I have made total reductions of over QAR 260,000 to the total costs claimed by the Defendant. The residue represents, in my view, the Defendant's reasonable costs for the reasons noted above.
68. Taking account of the factors noted above, I am not of the view that it would be disproportionate to direct that the Claimant pays to the Defendant the sum of QAR 744,550.

Miscellaneous matters including settlement offers

69. The Claimant made two offers to the Defendant. The first was made by way of a letter dated 16 February 2022 which, in terms, made the allegations noted above along with others, sought \$500,000, and noted inter alia as follows:

Accordingly, if Mr Xavier Roig is not compensated for the damages, including moral damages, amounting to ... \$500,000 ... [he] shall reserve the right to commence legal proceedings against you ... If this matter is not settled privately, it will be taken to court, where court sessions are open to the public, and in all cases, judgements (sic) are pronounced in public sessions.

70. I note in passing that the sum sought in that letter is almost 60% higher than was eventually sought in the Claim Form. I have viewed the submissions made by the Defendant and it is clear that this allegation was taken very seriously, and it is also clear that the Defendant maintained, and still maintains, that the allegations were completely without substance. I do not penalise the Defendant for rejecting it outright (for the reasons it has explained).

71. A second offer was made by the Claimant on 13 July 2023. That offer was essentially that, in return for the Claimant withdrawing the case, the Defendant would not make any application for costs against him. As is evident from the ledger, it is clear that very significant costs had already been expended by this time, and it would therefore have been surprising had the Defendant accepted this offer. In any event, once this offer was rejected, the Claimant on the same day withdrew the case by email timed at 12.54.

72. On the offers, therefore, I conclude that it was entirely reasonable for the Defendant to reject them both. The Claimant's behaviour during the litigation – from the letter of 16 February 2022 onwards – does not militate in his favour for the purposes of this costs assessment.

Conclusion

73. The Claimant is to pay the Defendant the sum of QAR 744,550 within 28 days of the date of this judgment.

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 Gulf Legal Consultants (Doha, Qatar) and Clyde & Co (Doha, Qatar).

The Defendant was represented by Al-Ansari and Associates (Doha, Qatar)