



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: [2025] QIC (F) 12

**IN THE QATAR FINANCIAL CENTRE
CIVIL AND COMMERCIAL COURT
FIRST INSTANCE CIRCUIT**

Date: 23 February 2025

CASE NO: CTFIC0003/2025

TASNEEM ALKHATIB

Claimant

v

GINGER CAMEL LLC

Defendant

JUDGMENT

Before:

Justice Helen Mountfield KC

Order

1. The Defendant, Ginger Camel LLC, must pay the Claimant the following sum within 7 days:
 - i. The sum of QAR 37,397.
 - ii. Interest calculated at the judgment rate of 5%, namely QAR 5.12 per day until payment.
2. The Claimant is entitled to any legal costs or expenses she may have incurred in connection with enforcing this claim, to be assessed by the Registrar if not agreed.

Judgment

Introduction

1. The Defendant is Ginger Camel LLC, represented by its Chief Executive Officer Stefan Lindberg-Jones. The Claimant is a former employee of the Defendant and is self-represented.
2. In some of the text prepared by the Claimant, she has described the claim as being against Mr Lindberg-Jones personally, but it is clear from the employment contract (the '**Employment Contract**') and the compromise agreement upon which she sues (the '**Compromise Agreement**') that the counterparty to these agreements was Ginger Camel LLC, which is named as the Defendant in the title to the proceedings. I proceed on the basis that this is a claim against that Defendant.
3. The claim is, in effect, for breach of the Compromise Agreement. The Compromise Agreement is as described below.
4. The Compromise Agreement stems from an alleged breach of the Employment Contract relating to non-payment of salary, which formed the basis of an earlier claim before this Court, and which was resolved with an agreement to pay the Claimant the entire

outstanding amount in instalments. It cannot therefore be disputed that the underlying salary sums did fall due and should have been paid.

5. There is no dispute that the claim falls within the jurisdiction of the Court under article 8 of Law No. 7 of 2005 (the '**QFC Law**'), and indeed under the terms of the Compromise Agreement which forms the basis for this claim.
6. The claim was issued by the Registry on behalf of the Court under article 17.2 of the Court's Regulations and Procedural Rules (the '**Rules**') and allocated to the Small Claims Track of the First Instance Circuit under Practice Direction No. 1 of 2022 (the '**Practice Direction**'). The claim was validly served on the Defendant and acknowledged by the Defendant, which issued a Defence. The Claimant then served a Reply. Seven days were allowed after service of the Reply for the service of any further evidence, but none was received. Thus, I determined the claim on the basis of the documents before me as a Single Judge.
7. The Claimant was employed by the Defendant, but the Employment Contract came to an end (it seems when the Defendant fell into financial difficulties). The Claimant sued (CTFIC 0043/2024) to recover her unpaid salary in a debt action. However, that claim was settled outside of the Court on the basis (according to the Compromise Agreement) that the Defendant would pay her outstanding total salary in the sum of QAR 52,397 by means of an initial payment of QAR 15,000 and thereafter in eight regular monthly instalments of QAR 4,675 starting from 31 December 2024 and lasting until 31 July 2025, whereupon the full outstanding debt would have been discharged.
8. The Compromise Agreement (rather oddly described as a 'service agreement') was entered into on 29 October 2024. It further provided that in the event that the Defendant failed to make any scheduled instalment payment within seven calendar days of the due date, the Claimant would provide written notice of the missed payment giving the Defendant an additional seven calendar days to rectify the breach. The Claimant had the right to pursue legal remedies, including filing a claim for the full outstanding balance if the Defendant were to default on more than two consecutive instalments or a total of three instalments within the payment period, in which case the Defendant

should then be liable for all legal fees and associated expenses in the case of legal action arising from its default.

9. The initial payment, due on the date of the Compromise Agreement, was not paid on 31 November 2024 as agreed. On 1 December 2024, Mr Lindberg-Jones wrote to the Claimant informing her that he would proceed with transfers to her account to “*settle as agreed*” her outstanding salary. However, the “*initial payment*” did not reach the Claimant’s bank account until 22 December 2024.
10. The next instalment, due on 31 December 2024, was not paid, and the Claimant wrote on 1 January 2025 asking for it to be paid. She said that it had been really frustrating and stressful to ask for these payments and asked for a meeting in person. She did not receive a response, and on 8 January 2025, having not received a second successive payment on time within seven days of the due date, she issued this claim.
11. The Defendant issued a Defence on 21 January 2025 which did not seek to deny that the sums due under the Compromise Agreement had not been paid. It explained what were described as “*significant challenges*” faced by the Defendant during “*its closure process*”. It said that the delays were acknowledged, but that these were caused by unforeseen financial and operational complications. It said that speculation about potential takeover of the company by a third party was unfounded. It sought “*adjustment of payment deadlines to reflect the realities of the company’s closure process*”.
12. On 23 January 2025, the Claimant served a Reply, taking issue with the Defendant’s assertion that it had communicated the company’s operational challenges to her in a timely way, and said that these had only been communicated to her by the Defendant’s Chief Executive Officer after she had reopened the case.
13. No further materials were lodged by either party within the seven-day period after the Reply allowed for in paragraph 8(d) of the Practice Direction.
14. On the basis of the materials before me, the Defendant is in admitted breach of the Compromise Agreement reached on 29 October 2024. In accordance with Clause 5B

of the Compromise Agreement, the Claimant is entitled to sue and claim all her outstanding salary (non-payment of which is admitted, other than the first instalment of QAR 15,000). Thus, she is entitled to judgment in the sum of QAR 37,397, together with interest at the judgment rate of 5%, amounting to QAR 5.12 per day from the date of this judgment until payment. If she has incurred any legal fees or associated costs in connection with this default, she is entitled to these under Clause 5 of the Compromise Agreement.

15. The dispute as to what communication, if any, Mr Lindberg-Jones sought to make about the reasons for the default and his assertion that the context for non-payment was financial and operational complications is noted, but this is not relevant to the Court's assessment of the Claimant's legal entitlement to immediate payment of her full outstanding salary.

Conclusion and additional matters

16. For the reasons set out above, I award the Claimant the sum she seeks in full, to be paid within seven days of the date of this judgment, together with interest assessed on the basis specified above.
17. This judgment is reached on the basis of a breach by the Defendant of a Compromise Agreement which entitled the Claimant to set aside the schedule for late payment of salary in monthly instalments, and to demand payment of the full outstanding sum immediately. The Claimant is also entitled to interest and (if she has incurred any) legal costs to be assessed by the Registrar if not agreed.
18. Since I have found a breach of the Compromise Agreement entitling the Claimant to immediate payment of the full outstanding sum in pursuance of the default provisions of the Compromise Agreement and as damages for breach of it, I did not find it necessary to address the Claimant's alternative request to re-open the earlier case which had been settled (or stayed) on the basis of the Compromise Agreement.
19. There were also references to negligence claims, which were not substantiated, and requests for a travel ban on Mr Lindberg-Jones until the judgment debt was reached –

this is not a matter that can be decided without enforcement proceedings. Nor can the Court advise on future questions relating to potential insolvency.

20. However, given the Claimant's concerns – which appear to be acknowledged and indeed relied upon by the Defendant in its Defence – as to the Defendant's financial difficulties, I have set out a very short timetable for payment of the outstanding sum, in default of which the matter can be enforced.

By the Court,



[signed]

Justice Helen Mountfield KC

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

Representation

The Claimant was self-represented.

The Defendant was self-represented.