



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) 2

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

Date: 13 January 2025

CASE NO: CTFIC0060/2024

W DOHA HOTEL AND RESIDENCES WLL

Claimant

V

KNOWLEDGE LLC

Defendant

JUDGMENT

Before:

Justice Fritz Brand

Order

1. The Defendant is to pay the sum of QAR 99,103.70 to the Claimant forthwith.
2. The Defendant is to pay all reasonable costs incurred by the Claimant in pursuing this claim, to be assessed by the Registrar if not agreed.

Judgment

1. The Claimant, W Doha Hotel and Residences WLL, is a limited liability company established under the laws of the State of Qatar. The Defendant, Knowledge LLC, is an entity established and licenced to do business in the Qatar Financial Centre ('**QFC**'). This Court has jurisdiction to determine the dispute between the parties by virtue of article 9.1.3 of the Court's Regulations and Procedural Rules (the '**Rules**'), in that it arises from an agreement concluded by an entity established in the QFC.
2. Because of the sum and the nature of the issues involved, the claim was allocated by the Registrar to the Small Claims Track of this Court under Practice Direction No. 1 of 2022 (the '**Practice Direction**'). After the claim was duly served on the Defendant, it failed to give any notice of its intention to oppose the claim or to file any opposing papers as required by the Rules. In line with previous judgments, the settled approach is that where cases have been allocated to the Small Claims Track, it is important that such cases be determined as quickly and efficiently as possible and that it is in keeping with the Practice Direction for the Court to go on to determine the claim, usually on the papers, without the need for any application for summary judgment to be made. This will ensure that the objective of the Practice Direction—to deal with small claims quickly and efficiently—is met. Accordingly, I have decided to determine the case on the basis of the written material before me and without hearing oral evidence or argument.
3. In the circumstances, the factual version relied upon in the Claimant's Statement of Claim remains uncontradicted and, on the face of it, it is not inherently improbable. Hence it is taken for present purposes as having been established as a matter of fact. Accordingly, it is accepted that:

- i. On 19 December 2023, the Claimant entered into a written agreement, described as a Long Stay Agreement (the ‘**Agreement**’) with Ms Alejandra Thaimer Kingland Alcocer, also known as Ms Alejandra Guevara. In terms of the Agreement, the Claimant is described as the owner while Ms Guevara is described as the “**Lessee**”.
- ii. At the time of the Agreement, Ms Guevara, who was the majority shareholder and a director of the Defendant, was expressly, alternatively ostensibly, authorised by the Defendant to conclude the Agreement on its behalf. Hence, the Defendant became liable for the obligations of the Lessee in terms of the Agreement.
- iii. Pursuant to the Agreement, the Lessee undertook to rent an apartment from the Claimant for a period of one year from 20 January 2024 to 20 January 2025 at a monthly rent of QAR 12,000. Although the monthly rent thus agreed upon was paid by the Lessee in accordance with the terms of the Agreement from time to time, there was an amount of QAR 33,939 outstanding when the Lessee stopped doing so on 24 April 2024.
- iv. On 25 April 2024, the Lessee vacated the apartment without notifying the hotel staff or returning the keys to the apartment, leaving the rented unit unpaid and without proper termination of the Agreement. Thereafter, the Claimant kept the apartment available for the Lessee until 27 October 2024. On that date, the Agreement was terminated by the Claimant upon notice to the Defendant. Following the termination, the apartment was leased to another tenant from 2 November 2024.
- v. During her stay, the Lessee availed herself of food, beverage, and other services from the Claimant, for which she duly signed receipts, to the amount of QAR 9,164.70.
- vi. The Defendant is liable to the Claimant in an amount of (i) QAR 33,939 for rent, (ii) QAR 9,164.70 for food, beverage, and services rendered between 27 January and 24 April 2024, and (iii) damages for breach of contract in an amount

of QAR 56,000, between May and October 2024, amounting in total to QAR 99,103.70.

4. Based on these facts, the Claimant is entitled to an order for payment in the amount claimed together with the costs incurred by it in pursuing that claim, to be assessed by the Registrar if not agreed.

By the Court,



[signed]

Justice Fritz Brand

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

Representation

The Claimant was represented by Maniar Law PLLC (Austin, Texas, USA).

The Defendant did not appear and was not represented.