

In the name of His Highness Sheikh Tamim bin Hamad Al Thani, Emir of the State of Qatar

Neutral Citation: [2025] QIC (F) 7

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

Date: 2 February 2025

CASE NO: CTFIC0062/2024

FAYZA IBRAHIM ABDULLATIF

Claimant

v

RELIABLE NEWS NETWORK WORLDWIDE LLC

Defendant

JUDGMENT

Before:

Justice Fritz Brand

Order

- The Defendant is to pay the Claimant the sum of \$1,000 forthwith, together with interest on this amount calculated at the rate of 5% per annum from 5 December 2024 until the date of payment.
- 2. To the extent that any reasonable costs were incurred by the Claimant in pursuing this claim, she is entitled to recover those costs from the Defendant, such costs to be assessed by the Registrar if not agreed.

Judgment

- The Claimant, Ms Fayza Ibrahim Abdullatif, is an Egyptian national. The Defendant, Reliable News Network Worldwide LLC, is a company incorporated and licenced to do business within the Qatar Financial Centre (the 'QFC'). The dispute has its origin in a written agreement between the parties under which the Defendant employed the Claimant as its Senior Digital News Content Contributor with effect from 1 September 2024, at a salary of \$700 per month (the 'Employment Contract').
- 2. Disagreement arose between the parties, which led to the termination of their employment relationship after one and a half months. In the event, the dispute thus arising was formally resolved pursuant to a written deed of settlement (the 'Settlement Agreement') entered into on 25 November 2024. Alleging that the Defendant had failed to comply with the Settlement Agreement, the Claimant filed her claim in this Court on 29 December 2024, which is essentially a claim for specific performance of the Settlement Agreement. In due course the Defendant filed a Defence, whereupon the Claimant filed her Reply.
- Because the dispute arises from a contract between an entity established in the QFC and its former employee, it falls within the jurisdiction of this Court pursuant to article 9.1.3 of the Court's Regulations and Procedural Rules (the 'Rules'). Moreover, clause 14 of the Settlement Agreement expressly provides that:

The Parties agree that this Agreement is governed by and construed in accordance with the laws of the QFC. Any conflict arising from this Agreement

shall be exclusively resolved by the Qatar International Court and Dispute Resolution Centre (QICDRC).

- 4. Because of the sum and 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'). In line with established authority and the Practice Direction, I have decided to determine the case on the basis of the written material before me and without hearing oral evidence or argument.
- 5. In the Settlement Agreement, the Defendant and the Claimant are described as the *"First Party"* and the *"Second Party"* respectively. The background to the Settlement Agreement is recorded in its Preamble as follows:

<u>Preamble</u>

The Second Party has filed the Complaint No. 28 of 2024 with the Employment Standards Office of the QFC (the "Complaint"), alleging that, by failing to pay the salaries for one month and a half of work performed for the First Party, the First party has contravened the QFC Employment Regulations.

The First Party denies all Second Party's allegations and claims that the Second Party has not entirely performed the work assigned to her, preventing the First Party from achieving its objectives.

In the course of the conciliation, the Parties have settled their differences and agreed on the following terms for the full and irrevocable settlement of the claim, which they wish to record, on a binding basis, in this Agreement.

6. The operative part of the Settlement Agreement, relied upon by the Claimant, is formulated under the heading "*Agreed Terms*" in the following way:

AGREED TERMS

- 1) The Second Party shall irrevocably and permanently withdraw the Complaint claim pursuant to the terms of this Agreement.
- 2) In consideration for the Second Party's withdrawal of the Complaint, the First Party shall pay the Second Party the amount of USD 700,00 ("Financial Offer") by 5th December 2024. If the First Party fails to comply with the mentioned term of payment, the Second Party is entitled to enforce this Agreement before the QFC court, claiming the amount of USD 1.000,00.

- 3) The First Party makes and the Second Party accepts the proposed Financial Offer in full, final, binding and irrevocable release and settlement of any and all claims.
- 7. The Defendant plainly did not pay the amount of \$700 by 5 December 2024 as stipulated in paragraph 2 of the Settlement Agreement. It follows that the Defendant automatically became liable for the increased amount of \$1,000. On my understanding of the Defendant's papers, they simply disclose no defence to a claim for payment of this amount. The Claimant's claim, on the other hand, is for (i) the sum of \$1,050, which is equivalent to her agreed salary for one and a half months, and (ii) an unquantified amount for the damages she allegedly suffered through being prevented by the Defendant "*from joining another job that generates income for me*."
- 8. The legal effect of the Settlement Agreement, as I see it, is that it extinguished all reciprocal claims between the parties arising from the Employment Contract and replaced them with claims arising from the Settlement Agreement. Hence the Claimant is entitled to payment in the amount of \$1,000, but no more than that. Since the Defendant was obliged to pay the amount owing by 5 December 2024, the Claimant is entitled to interest on that amount which in my view should be calculated, in accordance with the practice of this Court, at the rate of 5% per annum.
- 9. For these reasons, judgment is awarded in the sum of \$1,000 together with interest on this amount, calculated at the rate of 5% per annum from 5 December 2024 to date of payment. The Defendant must also pay the reasonable costs incurred, if any, by the Claimant in bringing this 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 self-represented.

The Defendant was self-represented.