

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

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

2 January 2018

CASE No: 06/2017

PINSENT MASONS LLP (QFC BRANCH)

Claimant

v

AL QAMRA HOLDING GROUP

Defendant

JUDGMENT

(Concerning Claimant's Application for Partial Summary Judgment)

Before:

**Justice Robertson
Justice Kirkham
Justice Hamilton**

JUDGMENT

1. The Claimant provides legal advisory services. At material times the Defendant was a client of the Claimant.
2. The Claimant undertook work for the Defendant on five different matters and sent the Defendant six invoices dated between 5 November 2015 and 5 July 2016. The Defendant did not pay these. On 24 August 2017 the Claimant filed a Claim Form in this Court seeking payment of the six invoices. The Claim Form was issued by the Registry, on behalf of the Court, on the 27 August 2017.
3. On 20 September 2017, the Defendant filed a Defence. On 26 September 2017 the Claimant filed a Reply. In response to Directions issued by the Court, the Defendant, on 7 November 2017, filed a proposal which included the following: "Upon Claimant's acceptance the Defendant shall prepare the said payment to be deposited in the court" and set out the payments to which it referred, namely:

Claimant's invoice number	Claimant's invoice amount	Defendant's sum
851066	QAR 11,130	QAR 11,130
6225120	US\$ 26,727.38	US\$ 15,000 for this and invoice 6237778
851253	QAR 89,684.32	QAR 10,000
6237778	US\$ 81,867.86	See invoice 6225120 above
851384	QAR 15,750	QAR 15,750
813268	US\$ 10,000	US\$ 10,000
Total QAR	116,564.32	36,880
Total US\$	118,595.24	25,000

4. By letter dated 12 December 2017 the Defendant stated “The Defendant has admitted that the payment for the invoices 851068, 851384 and 813268 amounting to QAR 26,880 and US\$ 10,000 will be settled accordingly upon the acceptance of the Claimant”.
5. On 14 December 2017 the Claimant applied to the Court for orders
 - a) for summary judgment for QAR 26,880 and US\$ 10,000;
 - b) that the Defendant make payment within 7 days of the date of the order; and
 - c) that, unless the Defendant comply with the Court’s order to make such payment, the Defendant’s Defence be struck out and judgment entered for the whole of the Claimant’s Claim.
6. In its submission dated 26 December 2017 the Defendant stated “The Defendant has not disputed the 3 invoices (851068, 851384 and 813268) and has clearly shown the interest to settle the amount of QAR 26,880 and US\$ 10,000.” In paragraph numbered 1 under the heading “Defendant’s Acceptance and Appeal”, the Defendant stated “The Defendant has no reservations as to the approval of the Partial Summary Judgment draft order” meaning that it accepted liability to pay those sums.
7. The Defendant does however challenge the Claimant’s request for an order for payment within 7 days, giving as its reason “holiday vacations”. The Defendant asks that the order require the undisputed sum to be deposited on 14 January 2018, the date on which a mediation is due to be held.
8. In its Reply, the Claimant submits that the Defendant has given no good reason to support its request for a long period for payment when it accepted as long ago as 28 November 2017 that those invoices should be paid.

9. The Court notes that the Claim Form refers to invoice numbered 851066. That is the number shown on the copy invoice provided to the Court. The Defendant refers in its Defence, in the letter of 12 December 2017 and in its submission dated 26 December 2017 to invoice number 851068. It is clear, however, that the Defendant is referring to the invoice numbered 851066.

10. By Article 4 of the Regulations and Procedural Rules of the Court, the overriding objective of the Court is to deal with all cases justly. Article 22.6 permits the Court to give summary judgment on a claim if justice so requires. As the Defendant has clearly and unconditionally accepted that it is liable to pay the Claimant QAR 26,880 and US\$ 10,000, justice requires that the Court now give summary judgment to the Claimant in the sums of QAR 26,880 and US\$ 10,000.

11. The Court has considered the Parties' submissions as to the date by which payment of those sums should be made. Where a party clearly and unconditionally accepts, as the Defendant in this case does with respect to the principal sums of QAR 26,880 and US\$ 10,000, that it is liable to pay monies to the other party, the Court will ordinarily, in granting summary judgment, direct that payment be made forthwith or within a short period following the date of the order. In the present case, the Parties have agreed to proceed to a mediation on 14 January 2018 in the hope that the whole outstanding issues between them can then be resolved by mutual agreement on that date. That date is only marginally later than the date which would otherwise have been ordered for payment. Holidays also intervene. In these special circumstances and in the interests of facilitating the mediation process the Court directs that the obligation of payment be suspended until the conclusion of the mediation.

12. All other issues, including whether the Defendant is liable to pay interest on these undisputed sums and the costs of and relating to the Claimant's application for summary judgment will be dealt with, if necessary, at a later date.

By the Court,


Justice Bruce Robertson



Representation:

For the Claimant- Mr. Peter Blackmore, Head of Doha Office, Pinsent Masons LLP
(QFC Branch)

For the Defendant- Mr. Hossam Eldin Mostafa, Chief Executive Officer, Al Qamra
Holding Group