



Neutral Citation: [2019] QIC (F) 10

محكمة قطر الدولية  
ومركز لتقوية الاستثمار  
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**

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

**5 December 2019**

**CASE No: 10 of 2019**

**MOHAMMED RASMY SALAH HUSSEIN ALY**

**Claimant**

**v**

**SEIB INSURANCE AND REINSURANCE COMPANY LLC**

**Defendant**

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**JUDGMENT**

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**Before:**

**Justice Frances Kirkham  
Justice George Arestis  
Justice Rashid Al Anezi**

## **ORDER**

1. The Defendant must immediately pay the Claimant QAR 66,000.
2. The Defendant may retain the Kia Sportage car number 721324.

## **JUDGMENT**

1. Mr Aly is the Claimant in this case, which arises out of a motor vehicle accident in which Mr Aly's car, a Kia Sportage number 721324, was damaged.
2. On 7 May 2019 a bus veered off the road and collided with Mr Aly's car, causing significant damage. Mr Aly holds the bus driver fully responsible for the collision. The bus is insured by the Defendant insurance company, Seib Insurance.
3. In these proceedings Mr Aly is not represented by lawyers. Seib Insurance are legally represented.
4. Seib Insurance were notified of the accident on 15 May 2019. On 19 May 2019, they arranged for the car to be delivered to a Citroen Agency. Because of the extent of the damage to the car, Seib Insurance decided that it would not be cost effective to arrange repairs. Instead, the car would be written off and Mr Aly would be paid compensation.
5. Mr Aly does not challenge the decision taken by Seib Insurance to write off the car, given the extent of the damage it had sustained.
6. Mr Aly has been renting cars from 11 May 2019. He is currently renting a replacement vehicle and so incurring rental charges.
7. On 23 June 2019 Seib Insurance wrote to Mr Aly, offering to pay him compensation for the car of QAR 40,448. Mr Aly considered that sum too low. On 30 June 2019 Mr Aly began these proceedings to recover what he considers to be appropriate compensation for the loss of the car.

8. Then, on 4 August 2019, Seib Insurance increased their offer. They offered, in full and final settlement, to pay Mr Aly QAR 50,000 as the value of the vehicle or QAR 35,000 on the basis that Mr Aly could retain the vehicle and effect repairs if he wished.
9. Mr Aly did not accept that offer. He rejected Seib Insurance's offer because he considered that QAR 50,000 was not the correct value of the car and because QAR 35,000 was insufficient to have the car repaired.
10. The sums which Mr Aly claims in these proceedings have varied. At one stage he put his claim at between QAR 65,000 and QAR 85,000. He later said his claim is for a sum between QAR 58,000 and QAR 65,000, plus compensation "*as compensation due to late fulfilment of its insurance obligations and delay to my rights*". In his most recent submission Mr Aly claims QAR 60,000 plus QAR 12,300 as compensation for the car rental payments he has incurred. Mr Aly's claim for compensation for delay in being paid is a claim which reflects the rental charges he has been paying.
11. Seib Insurance do not deny that they are liable to pay Mr Aly compensation. They maintain the position that they had taken on 4 August 2019. They ask the Court to award Mr Aly either QAR 50,000 with Seib Insurance retaining the car or QAR 35,000 with Mr Aly retaining the car.
12. On 26 August 2018 Mr Aly issued an application for summary judgment. Article 37.2 of the Regulations and Procedural Rules of the Court permit the Court to give summary judgment on a claim. The Court's Practice Direction number 2 of 2019 provides that the Court may give summary judgment if it considers that there is no prospect of a defendant successfully defending a claim. In this case, the Court considered that Mr Aly had not demonstrated that there was no prospect of the Defendant successfully defending the claim and so refused his application.
13. The Court invited the parties to agree that it decide the case on the basis of the documents and submissions which the parties sent to the Court, to avoid the cost of an attended hearing at Court. Both parties helpfully agreed to this approach and have made detailed written submissions, which the Court has considered carefully.

14. The issues for the Court are (a) the correct level of and basis for compensation for the car (b) whether Mr Aly is entitled to further compensation to reflect the delay in payment to him and the rental charges he is paying for a replacement car.

#### **A. Compensation for the Car**

15. Both Mr Aly and Seib Insurance have provided quotations for cars similar to Mr Aly's car. Mr Aly has referred to quotations for older models of the same type of car, and has also provided the following quotations, all dated 16 July 2019 and in each case for a Kia Sportage 2017:

from Al-Wajbah Cars Showroom: QAR 60,000

from Al-Mamlaka Cars Showroom: QAR 57,000

from Al-Fakhira Automobile Co: QAR 55,500

16. Seib Insurance has submitted the following quotations for a Kia Sportage 2017 model.

Undated from Showroom 5X CAR: QAR 45,000

3 July 2019 from Auto Z Automotive Group: QAR 40,000

Seib Insurance note that they obtained quotations from car showrooms operating in the State of Qatar, whereas Mr Aly appears to have obtained his quotations from websites. However, Seib Insurance do not challenge the validity of the estimates Mr Aly has provided.

17. In reliance on what they describe as the rules and standards established and implemented by all the insurance companies operating in the State of Qatar Seib Insurance have calculated the depreciation of the car's value. Their case is that in the event of total loss, compensation must be calculated based on the vehicle's insurance value minus a 2% depreciation value per month, from the date of issue of the insurance policy, at a minimum of 5% per month and a maximum of 20% per annum for all types

of vehicle. As Mr Aly's car was insured on 24 July 2016, depreciation should be calculated as follows;

From 24 July 2016 until 23 July 2017: 20% of the car's insured value of QAR 79,000 must be deducted, resulting in a value of QAR 63,200

From 23 July 2017 until 22 July 2017: 20% of the car's value must be deducted, resulting in a value of QAR 50,560

From 22 July 2017 until 21 July 2019: 20% of the car's value must be deducted, resulting in a value of QAR 40,448.

It was on the basis of that calculation that Seib Insurance first offered Mr Aly payment of QAR 40,448.

However, the Court notes that Mr Aly is not bound contractually by the rules and standards on which Seib Insurance rely in support of their approach to depreciation to arrive at a value of the car.

18. The Court considers that the estimates obtained by both Mr Aly and Seib Insurance provide the most useful indication of the value of the car at the material time. It concludes that the value of the car was QAR 55,500, being the lowest of Mr Aly's estimates.

19. Seib Insurance must pay QAR 55,500 to Mr Aly in respect of the car. They are entitled to retain the car.

#### **B. Compensation for Delay**

20. The Court concludes that it was reasonable for Mr Aly to have rented a replacement car. He is entitled to be paid compensation in respect of the cost he has incurred in renting while waiting for payment for the car which had been written off.

21. Mr Aly has provided receipts for rental charges varying between QAR 1,500 and QAR 2,500 per month. The Court considers that QAR 10,500 for the period from 15 May

2019 until the date of this judgment is fair compensation for the cost which Mr Aly has incurred.

### **C. Costs**

22. Mr Aly claims costs. However, as he is not legally represented he has no claim for legal fees, and he has not identified any other cost he has incurred. He has not demonstrated that Seib Insurance are liable to pay him costs.

### **Conclusion**

23. The Court concludes that Seib Insurance should now pay Mr Aly QAR 55,500 plus QAR 10,500, a total of QAR 66,000.

By the Court,



Justice Frances Kirkham



### Representation:

The Claimant represented himself.

The Defendant was represented Al Sulaiti Law Firm, Qatar.