



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

Neutral Citation: [2022] QIC (F) 28

**IN THE QATAR INTERNATIONAL COURT
FIRST INSTANCE CIRCUIT**

27 November 2022

CASE No. CTFIC0036/2022

BETWEEN:

SHAHINA SULTANA PRIYANKA

Claimant

v

MEINHARDT BIM STUDIOS LLC and OTHERS

Defendants

JUDGMENT

Before:

Justice Frances Kirkham

Justice Fritz Brand

Justice Helen Mountfield KC

ORDER

1. The First Defendant, Meinhardt BIM Studios LLC, is to pay the Claimant:
 - (a) The sum of QAR 79 500.
 - (b) Interest on the amount in (a), calculated at the rate of 5% per annum from 28 April 2022 to 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 First Defendant, such costs to be assessed by the Registrar if not agreed.

JUDGMENT

1. This is yet another claim against the same defendant, Meinhardt BIM Studios LLC by one of its former employees for arrear remuneration. The Claimant is Ms Shahina Sultana Priyanka, a citizen of the Republic of India. The First Defendant is a company incorporated and licenced in the QFC. In the claim form, filed by the Claimant in person, four other entities are apparently cited as defendants, to wit, Meinhardt (Singapore) Pte Ltd, a company established in Singapore, and three individuals. It appears that the Singapore company is listed in the QFC as a shareholder of the First Defendant while the individuals are described in the claim form as representatives, either of the First Defendant or the Singapore company. It also appears, on the face of it, that the employment contract relied upon by the Claimant was concluded between her and the First Defendant. In the circumstances we assume that the four other entities are cited in their representative capacities and that the relief claimed is sought against the First Defendant only. Should the Claimant wish to proceed against the other entities as well, she is to notify the Registrar within 14 days of this Judgment whereafter the Court will give further case management directions.
2. 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. In accordance with this Practice Direction, we have concluded that it is right that we determine the

case on the basis of the written material before us and without hearing oral evidence. We are satisfied that the First Defendant has been duly notified about the claim and served with the relevant material before us.

3. In accordance with the allegations in the claim form, which are uncontested, the Claimant started her employment with the First Defendant on 22 December 2018 in terms of a contract between the parties, dated 21 November 2018. The contract provides for termination by either party through one month's notice to the other. Relying on this provision, the First Defendant terminated the Claimant's employment by giving her one month's notice to that effect, starting on 25 April 2022. In terms of a written settlement agreement subsequently entered into on 28 April 2022, the First Defendant undertook to pay to the Claimant what is described in the document as "a nett final payment" of QAR 93 039.02, consisting of: (a) arrear salary between November 2021 and May 2022 in an amount of QAR 74 149.46; and (b) other arrear payments such as gratuity, medical expenses and annual tickets in an aggregate amount of QAR 18 889.56.
4. The Claimant's case is that, despite this firm undertaking, the First Defendant paid her the sum of QAR 13 500 only, leaving QAR 79 500 outstanding, which is the amount of her claim. Despite sending it 100 emails of demand, so the Claimant alleges, the First Defendant has failed to pay the outstanding amount. On the face of it, the First Defendant has no answer to the claim. It uses the delays associated with debt collection through court proceedings to gain the advantage of what we consider to amount to an interest free loan at the expense of causing financial prejudice, inconvenience and distress to its former employees. Of concern is that this strategy by the First Defendant seems to have become a matter of course, as appears from the number of similar cases this Court has dealt with recently. A possible sanction imposed as a deterrent against this persistent and unacceptable conduct may be to grant an award of non-pecuniary damages against the First Defendant should such damages be claimed in a future case.
5. For these reasons, judgment is awarded in the sum of QAR 79 500. Although the Claimant did not claim interest, we believe it is fair to compensate her to some extent for being deprived of the benefit of receiving payment of money due to her by an award of interest on the outstanding amount at the rate of 5% per annum from the date of the settlement agreement, which was 28 April 2022, to date of payment. The First

Defendant must also pay the reasonable costs incurred, if any, by the Claimant in bringing this claim.

By the Court,

[signed]

Justice Fritz Brand



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

Representation:

The Claimant represented herself.

The Defendants were not represented and did not file any submissions.