



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: [2023] QIC (F) 9

IN THE QATAR INTERNATIONAL COURT
FIRST INSTANCE CIRCUIT

Date: 2 April 2023

CASE NO: CTFIC0042/2022

MOUNIB HARMOUSH

Claimant

v

AHK ENTERPRISE LLC

Defendant

JUDGMENT

Before:

Justice George Arestis

Justice Fritz Brand

Justice Dr Rashid Al-Anezi

Order

1. The Claimant's claims are dismissed.
2. The Counterclaim succeeds to the extent that the Claimant is to pay the Defendant the sum of QAR 50,000.00 within 28 days of the date of this judgment in respect of outstanding rent under the contract signed on 17 November 2022.
3. The Defendant is entitled to recover its reasonable costs incurred in defending this claim as determined by the Registrar if not agreed.

Judgment

1. The FIFA World Cup 2022 which took place in Doha the last months of 2022 brought the two parties together by the signing of a contract of lease on 17 November 2022, whereby the Claimant rented from the Defendant a kiosk for displaying and selling the products of Alia Restaurant during the tournament. The rental period was from the date of the signing of the contract until 20 January 2023, and the rent for the whole period was in the sum QR 60.000.00.
2. The Claimant, by his Claim Form dated 15 December 2022, alleges that the Defendant broke the contract in a number of ways. In addition, he alleges that he could not use the restaurant as a healthy place for work and demands the termination of the contract. He further alleges that he paid QAR 30,000.00 in cash upon signing the contract, and that he deposited with the Defendant an "undated" cheque for QAR 30,000.00. Finally, he alleges that he suffered a loss of QAR 50,000.00 as a result of the fact that he did not open the kiosk, and a further loss of QAR 50,000.00 for salaries and equipment.
3. The Claimant seeks by his Claim Form the following remedies:
 - i. Recovery of the bank cheque of QAR 30,000.00 deposited with the Defendant.

- ii. Recovery of the amount of QAR 30,000.00 paid in cash.
 - iii. Compensation amounting to QAR 39,307.00 *“for places which were purchased specifically for this restaurant”*.
 - iv. Compensation *“for a fee of QAR 15,000”*.
4. The Defendant denies all the claims of the Claimant and rejects his allegations one by one, while he had in the first place challenged the admissibility of the lawsuit. More specifically, the Defendant alleges that the tenant was the Alia Restaurant Company and not the Claimant who is thus not a party to the contract. Before going any further, we find it convenient to deal with this issue and answer it now. We find this allegation unfounded. Having examined the lease we observe that it was signed by the Claimant on behalf of Alia Restaurant and not on behalf of Alia Restaurant Company which could be a legal entity with separate legal personality.
5. We shall therefore proceed to examine the substance of the Defence, and also the Counterclaim and the remedies sought by it. The Defendant’s answer to a number of the Claimant’s complaints is that the latter never complained and never sent a written notice about the problems he was facing. It is further alleged that he took possession of the kiosk without protesting its condition or any lack of any equipment.
6. The above answer of the Defendant covers the following allegations of the Claimant:
- i. That the kiosk was neither prepared nor equipped as it should have been as a restaurant.
 - ii. That the main façade of the kiosk was not installed.
 - iii. That the electrical connections and cables were not properly installed.

- iv. That the Defendant did not protect the premises against the presence of insects and rats.
7. As regards the allegation of the Claimant that there had not been any advertisement as there should be in accordance with the contract, the Defendant gives a detailed account of its advertisement by various means and methods.
8. As to the complaint of the Claimant that the duration of the contract was for 80 days but in reality, the contract lasted only from 17 November 2022 to 20 January 2023, the Defendant answered as follows: it is true that in the contract there is a provision that its duration is for 80 days, but further below there is a provision that it will last from the date of the signature till 20 January 2023.
9. The Defendant raises a Counterclaim against the Claimant for QAR 50,000.00 being the balance of the rent, and QAR 10,000.00 as damages for the non-timely payment of the agreed rent plus QAR 10,000.00 for the costs incurred in defending the present lawsuit. It is the case of the Defendant that the Claimant did not pay the amount of QAR 30,000.00 alleged by him but only QAR 10,000.00, and further that the cheque of QAR 30,000.00 deposited by the Claimant was presented to the bank but was returned unpaid “*because there was no available balance in the account*”.
10. The Claimant filed in Court a document in the form of an answer to the Counterclaim. He raised in essence the same arguments as those in his initial statement of the facts, but he now raises a new claim of QAR 250,000.00 “*due to the enormous losses that [he] incurred*”.
11. 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**”). Having regard to the pleadings and the written material before us, we have decided in accordance with the Practice Direction to determine the case on the

basis of the material that both parties placed before the Court, considering at the same time the hearing of oral evidence or argument as unnecessary.

12. The fact that the Claimant by his reply to the Defence raises a new claim for compensation for the amount of QAR 250,000.00 does not change the nature of the case as this claim was unduly raised at the very end of the pleadings without the previous permission of the Court for amendment.

13. We have very carefully examined the pleadings of both parties and the documents and other pieces of evidence each one of them filed. We came to the conclusion for the reasons we explain further below, that the Defendant presented a more credible and coherent version of the facts of the case, and we shall determine the case in its favor.

14. We took into consideration the following:

- i. It is an undisputed fact that the Claimant took possession of the leased kiosk and it remained in his possession at least until 15 December 2022 when he filed the present lawsuit.
- ii. While being in the possession of the kiosk, he equipped it and carried out a number of works which could enable him to use the kiosk as a restaurant.
- iii. We accept the allegation of the Defendant that the Claimant never sent a written complaint as regards the complaints he raises in his claim. we observe here that the Claimant did not file in Court any piece of evidence disproving the Defendant's allegation.
- iv. As regards the complaint of the Claimant about the duration of the contract, we point out that there is clear wording in the contract that it would last from 17 November 2022, the date of its signature, until 20 January 2023. That there is a provision in the contract that it would last for 80 days it is immaterial.

- v. The Claimant alleges that he paid the amount of QAR 30,000.00 as against the agreed rent of QAR 60,000.00. He did not present a single piece of evidence proving his allegation. On the contrary, the Defendant filed in Court evidence that the Claimant paid only QAR 10,000.00 and that therefore the balance of QAR 50,000.00 is still outstanding. We make a finding here that the Claimant owes to the Defendant the amount of QAR 50,000.00.

- vi. We reject the version of the Claimant for the additional reason that he did not present the remedies he seeks in a coherent manner. In his Claim Form he claims the amount of QAR 39,307.00 “*for places which were purchased*” and compensation “*for a fee of QAR 15,000*”. In his Statement of Claim he alleges that he had a loss of QAR 50,000.00 being the value of equipment, rent and salaries, and that he incurred a further loss of QAR 50,000.00 for not opening the restaurant. He claims both amounts as compensation. In his answer to the Defence, he claims the amount of QAR 250,000.00 as compensation “*due to the enormous losses that I incurred*”. In this regard we underline the fact that for whatever damages he alleges that he suffered, he did not present a single piece of evidence.

15. Having decided that we shall reject the claim of the Claimant, we shall now turn to the Counterclaim. We have already made a finding that he is entitled to receive from the Claimant the amount of QAR 50,000.00 being the balance of the rental value and we make an order accordingly.

16. The Defendant further claims the amount of QAR 10,000.00 as compensation for the non-timely payment of the rent and QAR 10,000.00 cost of the lawsuit.

17. As regards the first amount we reject the claim. There is no evidence before the Court proving the damage alleged. As regards the second amount, we make an order for costs

but not in the amount claimed. The Defendant is entitled to its reasonable costs of this lawsuit to be assessed by the Registrar if not agreed by the parties.

By the Court,



[signed]

Justice George Arestis

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

Representation

The Claimant was self-represented.

The Defendant was represented by Ahmad Ali Al-Hail (Doha, Qatar).