



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: [2024] QIC (C) 7**

IN THE QATAR FINANCIAL CENTRE  
CIVIL AND COMMERCIAL COURT  
COSTS ASSESSMENT

Date: 11 August 2024

**CASE NO: CTFIC0067/2023**

HKA GLOBAL LIMITED

**Claimant**

v

SETTA WA ESHROON SOLB WLL  
(IN LIQUIDATION AND REPRESENTED BY ITS JUDICIAL LIQUIDATOR, MR  
MAREHI ABDULAZIZ ABDALLA)

**Defendant**

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JUDGMENT

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**Before:**

Mr Umar Azmeh, Registrar

## **Order**

1. The Defendant is to pay to the Claimant the sum of **QAR 60,214** forthwith.

## **Judgment**

### **Introduction**

1. On 21 January 2024, the First Instance Circuit (Justices Fritz Brand, Ali Malek KC and Dr Muna Al-Marzouqi) awarded the Claimant the sum of QAR 1,211,752 by way of damages in its claim against the Defendant. It also ordered that the Defendant should pay the reasonable costs incurred by the Claimant in pursuing the claim to be assessed by me if not agreed ([2024] QIC (F) 3).
2. The background to the claim is that the Claimant – whose business is to provide expert and advisory services in the construction sector – contracted with the Defendant to provide independent delay and quantity expertise on its behalf in connection with an arbitration matter between the Defendant and another party relating to the construction of the multipurpose hall at the Lusail Sports Club.
3. The Claimant invoiced the Defendant for its services and various initial payments were made. However, QAR 1,211,752 remained outstanding and despite repeated demands, the Defendant has not honoured that sum.
4. One slight complication with the proceedings is that the Defendant was at all times in liquidation and was under the control of its Judicial Liquidator. The significance of this can be seen in the judgment of the First Instance Circuit at paragraphs 6-13.
5. The Defendant did not engage with the proceedings before the First Instance Circuit and has also not engaged with these costs proceedings. The Claimant now claims QAR 90,214 by way of its reasonable costs.

### **Approach to costs assessment**

6. Article 33 of the Court's Regulations and Procedural Rules reads as follows:

*33.1 The Court shall make such order as it thinks fit in relation to the parties' costs of the proceedings.*

*33.2 The general rule shall be that the unsuccessful party pays the costs of the successful party. However, the Court can make a different order if it considers that the circumstances are appropriate.*

*33.3 In particular, in making any order as to costs the Court may take account of any reasonable settlement offers made by either party.*

*33.4 Where the Court has incurred the costs of an expert or assessor, or other costs in relation to the proceedings, it may make such order in relation to the payment of those costs as it thinks fit.*

*33.5 In the event that the Court makes an order for the payment by one party to another of costs to be assessed if not agreed, and the parties are unable to reach agreement as to the appropriate assessment, the necessary assessment will be made by the Registrar, subject to review if necessary by the Judge.*

7. In *Hammad Shawabkeh v Daman Health Insurance Qatar LLC* [2017] QIC (C) 1, the Registrar noted that the "... list of factors which will ordinarily fall to be considered" to assess whether costs are reasonably incurred and reasonable in amount will be (at paragraph 11 of that judgment):

- i. Proportionality.
- ii. The conduct of the parties (both before and during the proceedings).
- iii. Efforts made to try and resolve the dispute without recourse to litigation.
- iv. Whether any reasonable settlement offers were made and rejected.
- v. The extent to which the party seeking to recover costs has been successful.

8. *Hammad Shawabkeh v Daman Health Insurance Qatar LLC* noted as follows in relation to proportionality, again as non-exhaustive factors to consider (at paragraph 12 of that judgment):

- i. In monetary ... claims, the amount or value involved.

- ii. The importance of the matter(s) raised to the parties.
- iii. The complexity of the matters(s).
- iv. The difficulty or novelty of any particular point(s) raised.
- v. The time spent on the case.
- vi. The manner in which the work was undertaken.
- vii. The appropriate use of resources by the parties including, where appropriate, the use of available information and communications technology.

9. One of the core principles (elucidated at paragraph 10 of *Hammad Shawabkeh v Daman Health Insurance Qatar LLC*) is that “*in order to be reasonable costs must be both reasonably incurred and reasonable in amount.*”

### **Submissions**

10. The Claimant’s lawyers have submitted a comprehensive and useful bundle of documentation comprising an Application Notice, submissions, and exhibits. Those exhibits are as follows:

- i. The Court’s judgment.
- ii. Letter to the Judicial Liquidator for voluntary settlement of the judgment.
- iii. Invoice.
- iv. Receipt voucher.
- v. Lien request documentation.

- vi. Narrative.
- vii. Postal receipts.
- viii. The lawyers' standard terms of business.

11. As noted above, the Defendant was given the opportunity to respond to the Claimant's submissions but did not respond to that invitation.
12. The Claimant's core submission addressed the costs it claims, and why in its view these were reasonable and should be allowed in full under the tests set out in *Hammad Shawabkeh v Daman Health Insurance Qatar LLC*.
13. The type of work that the Claimant has claimed includes research, preparing the claim, meetings with the client, filing and serving the claim, preparing and serving a witness statement for the summary judgment application, and ancillary work. All of these workstreams are necessary for the conduct of litigation before this Court.
14. Taking a step back and looking at the matter in the round, I am of the view that a reasonable and proportionate sum for this particular piece of litigation is QAR 60,000, plus the fees claimed for service through Qatar Post in the sum of QAR 214.

**By the Court,**



[signed]

**Mr Umar Azmeh, Registrar**

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

Representation

The Claimant was represented by the Al Mushiri Law Office (Doha, Qatar).

The Defendant did not appear and was not represented.