



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 (F) 16**

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

**Date: 4 April 2024**

**CASE NO: CTFIC0071/2023**

**AMBERBERG LIMITED**

**Claimant**

**v**

**PRIME FINANCIAL SOLUTIONS LLC**

**1<sup>st</sup> Defendant**

**AND**

**THOMAS FEWTRELL**

**2<sup>nd</sup> Defendant**

**AND**

**NIGEL PERERA**

**3<sup>rd</sup> Defendant**

**AND**

**SOUAD NASSER GHAZI**

**4<sup>th</sup> Defendant**

**AND**

**REMY ABBOUD**

**5<sup>th</sup> Defendant**

**AND**

**MARC REAIDI**

**6<sup>th</sup> Defendant**

**AND**

**INTERNATIONAL BUSINESS DEVELOPMENT GROUP WLL**

**7<sup>th</sup> Defendant**

**AND**

**QATAR GENERAL INSURANCE & REINSURANCE COMPANY QPSC**

**8<sup>th</sup> Defendant**

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## **JUDGMENT**

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**Before:**

**Justice Fritz Brand**

**Justice Ali Malek KC**

**Justice Yongjian Zhang**

**Order**

1. The Eighth Defendant's application for Summary Judgment is granted.
2. The Claimant's claims against the Eighth Defendant are dismissed.
3. The Court declares that the Claimant's substantive claim against the Eighth Defendant is entirely without merit.
4. The Court declares that the Claimant's application for disclosure as against the Eighth Defendant is entirely without merit.
5. The Claimant is to pay the reasonable costs incurred by the Eighth Defendant in the disclosure application, the Summary Judgment application and in these proceedings, to be determined by the Registrar if not agreed upon by the parties.

**Judgment**

1. This judgment arises from an application by the Eighth Defendant in this matter for the summary dismissal of the Claimant's claim against it and a counter application by the Claimant for the disclosure of documents held by the Eighth Defendant. The Claimant in the matter, Amberberg Limited, is a company incorporated in the British Virgin Islands, beneficially owned by a Latvian national, Mr Rudolfs Veiss. The Eighth Defendant is the Qatar General Insurance & Reinsurance Company QPSC, incorporated in the State of Qatar but not in the Qatar Financial Centre ('QFC').
2. The First Defendant, Prime Financial Solutions LLC (formerly International Financial Services Qatar LLC) is a corporate entity registered and licenced in the QFC to provide

the services of an insurance mediator. As such, its business is regulated by the rules and regulations of the QFC, administered the QFC Regulatory Authority (the ‘**QFC Regulations**’). During the period between November 2019 and August 2021 (the ‘**Relevant Period**’) the Claimant was a shareholder of First Defendant. During the Relevant Period, so the Claimant alleges, the Second to Sixth Defendants were in control of First Defendant’s affairs and responsible for its compliance with the QFC Regulations, either as directors or as senior officials of the company. The Seventh Defendant is the current shareholder of the First Defendant, while the Eighth Defendant is cited by the Claimant as “*the current Professional Indemnity Insurance provider*” of the First Defendant.

3. In November 2023, the Claimant instituted proceedings against the eight Defendants. Its Statement of Claim runs over 49 pages and 116 paragraphs. It relates to numerous past and present disputes between the Claimant and the various Defendants arising from the Claimant’s acquisition of the shares and consequent shareholding in the First Defendant. The Statement of Claim is not a model of clarity. On the contrary, the allegations are convoluted, wide ranging and often very difficult to understand. All this renders the background facts rather complicated.
4. But, since our present concern is focused on the case against the Eighth Defendant only, the case against the other Defendants can be broadly summarised in the following way:
  - i. The First Defendant owed a duty of care to the Claimant, as its investor and shareholder, to comply with the QFC Regulations.
  - ii. The Second to Sixth Defendants, in their capacities as directors and senior employees of First Defendant, were under a statutory duty and thus owed a duty to the Claimant as an investor in and shareholder of the First Defendant to ensure compliance by the company of the obligations imposed upon it by the QFC Regulations.
  - iii. The first six Defendants had failed the Claimant in that duty in that the QFCRA found the First Defendant guilty of various transgressions of the QFC Regulations. In consequence, severe penalties were imposed, and the First Defendant was precluded from doing business. As a further consequence of the Defendants’ wrongdoing, “*the claimant and its officers are unable to invest in any insurance mediation business worldwide*”.

- iv. In the result, the Claimant had suffered damages which it now seeks to recover from the Defendants jointly and severally.
- v. As to the Seventh Defendant, International Business Development Group WLL ('**IBD**'), the basis of the Claimant's case is summarised as follows in paragraph 11 of the Statement of Claim:

*... as current significant shareholder (member) of the Company. IBD has confirmed to support the first defendant to meet its all obligations including any contingencies to fulfil the Authorised Firm's commitments. The party will be referred as the Guarantor.*

- 5. Against this background, we can now turn to the two applications of direct concern. On 2 January 2024, the Eighth Defendant brought a Summary Judgment application in terms of article 22.6 of the Regulations and Procedural Rules of this Court (the '**Rules**'), read with Practice Direction No. 2 of 2019 (the '**Practice Direction**') for the dismissal of the Claimant's claim against it. As required by paragraph 4 of the Practice Direction, the application was accompanied by a witness statement of Mr Satish Gurrula, who is the Chief Technical Officer of the Eighth Defendant. The Claimant filed a Reply to the application.
- 6. But before doing so, the Claimant brought an application against the Eighth Defendant under article 26 of the Rules for disclosure of the First Defendant's professional insurance policy with its full terms and conditions together with the policy schedule for the periods 26 January 2021 to 25 January 2022; 26 January 2022 to 25 January 2023; and 26 January 2023 to 25 January 2024. The Eighth Defendant filed an answering affidavit to this application again deposed to by Mr Gurrula and in due course replying affidavits were filed in both applications.
- 7. Pursuant to directions by this Court, the two applications were heard at the same virtual hearing on Sunday 17 March 2024, which was preceded by skeleton arguments filed on behalf of both parties on 10 March 2024. At the hearing, the Eighth Defendant was represented by Mr Patrick Dillon-Malone SC of Clyde & Co LLP, while the Claimant was represented by Mr Rudolfs Veiss who confirmed that, as the only shareholder and director of the Claimant, he was authorised to appear on its behalf.
- 8. We propose to deal first with the Summary Judgment application. In terms of paragraph 3 of the Practice Direction, Summary Judgment for the dismissal of a claim can only

be granted if the Court considers that: (i) the Claimant has no prospect of succeeding on the claim; and (ii) there is no other compelling reason why the case should be disposed of at the trial. Whether or not these two requirements are satisfied must be considered with reference to the allegations in the Statement of Claim, which must (save in exceptional circumstances) be accepted at face value.

9. The allegations that could conceivably be relevant to the case against the Eighth Defendant, in the Statement of Claim are confined to the following:

*12. The Eighth Defendant, Qatar General Insurance & Reinsurance Company Q.P.S.C. (the "Insurer"). is current Professional Indemnity Insurance ("PII") provider of the Authorised Firm business activities*

*14. The Claimant establishes legal liability for negligence as follows: a) The defendants jointly and severally owed a professional duty of care to the Claimant; b) The defendants jointly and severally breached that duty of care; c) The breach has caused harm to the Claimant; d) The Claimant suffered damages.*

***Professional Indemnity Insurance<sup>1</sup>***

*54 The Claimant is subject to a PII contractual policy protection provision within limits based on the arrangements in place once the Claimant was approved as a new controller (principal) of the firm because: a) Being identified as a related insured and protected party referred as a principal of the firm in the policy schedule;*

*Insured*

*1 the Firm*

*2 any partner, director or principal of the Firm including any person appointed to such position during the Policy Period*

*3 any former partner director or principal of the firm*

*b) The limit of indemnity further states as follows;*

*For the avoidance of any doubt, it should be noted that the indemnity afforded under the terms of this policy is provided jointly to all parties constituting the Insured ...*

*c) It is a part of performance or making of regulated activity by the Authorised Firms;*

*d) Since the PII protection arrangement was transferred to a new service provider, namely, Qatar General Insurance & Reinsurance Company, from*

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<sup>1</sup> In a footnote to paragraph 54 it is stated that the PII policy referred to in that paragraph pertains to a policy issued by SEIB for the period ending 25 January 2021 which has been replaced by a PII policy issued by Eighth Defendant which is not in the possession of the Claimant.

*January 2022, the Claimant does not possess any policy schedule including its full terms and conditions.*

*55. The Court is kindly requested to issue the directions to disclose this up-to-date contractual provision in relation to the First Defendant's business activities in and from the QFC since the First Defendant and the Eight Defendant have not responded to such requests in an amicable manner in the past.*

*56. Considering that the financial stakes can reach very high levels in a highly regulated financial service industry like an insurance mediation, the First Defendant must have an adequate protection cover in place as per the regulatory described requirements.*

*105. The First Defendant amongst other defendants have systematically breached its duty of care and provided warrantees to the Claimant not only as a part of investment in the firm, but also as a part of de-investment of the firm by deliberately not indemnifying<sup>36</sup> or using any legal means to delay such indemnification to the Claimant's officer as an authorised person of the First Defendant who has a contractual and legal rights to defend himself not only by the firm's Articles of Association, the provided warranties, but also provisions under QFC Financial Service and the QFCRA rules and regulations including the professional indemnification provisions as legal defence means as a part of PII policy provided by the Eight Defendant. The Defendants jointly and severally carry-on causing harm and damages to the Claimant, its officers and other associated parties.*

10. The heads of relief claimed in the Statement of Claim against all the Defendants are for, “(a) damages; (b) compensation and (c) costs”.
11. Despite the wide wording and the lumping together of all eight in paragraphs 14 and 105 of the Statement of Claim, it is clear that the claim against the Eighth Defendant cannot possibly be based on breach of a legal duty against the Eighth Defendant in tort. There is simply no allegation of any wrongful or negligent conduct on the part of this Defendant and there is no legal basis identified that could lead the Eighth Defendant to owe a duty of care in tort to the Claimant. Paragraphs 54 to 56 of the Statement of Claim refer to a Professional Indemnity Policy issued by the Eighth Defendant. Yet, no relief is claimed on the basis of these allegations other than a direction that the First and the Eighth Defendants disclose the provisions of the policy issued by the Eighth Defendant. But, that is the same relief we have to consider in the disclosure application. It is a procedural claim which should be made by way of interlocutory application (as the Claimant now did). It does not constitute a claim for substantive relief in the form of payment. In short, there is no reasonable cause of action alleged against the Eighth Defendant.

12. In answer to the Summary Judgment application, the Claimant seems to suggest that paragraph 54 (a) should be construed as a claim for payment under the PII policy. But, that is clearly not so. First, the Statement of Claim simply does not constitute a claim for payment under any policy. Second, the terms of the policy referred to in the paragraph are those of a policy issued by SEIB, not by the Eighth Defendant; and, third, the terms of the SEIB policy quoted in the paragraph clearly show that the Claimant cannot possibly be an insured under the policy. The “*Firm*” referred to in the policy is clearly the First Defendant and the Claimant does not contend that it ever was a “*partner, director or principal*” of the “*firm*”.
13. A further argument raised by the Claimant, both in its answer to the Summary Judgment application and in motivating its application for disclosure, is in short that if the policy is shown to it, it would notionally be able to show that it has a claim under the policy. But this argument is equally unsustainable for various reasons: (i) that is not the claim formulated in the Statement of Claim; (ii) the Claimant does not contend that it is an insured under the policy as was confirmed by Mr Veiss in argument, (iii) according to the uncontradicted evidence of Mr Gurrala, the Eighth Defendant’s standard PII policies afford a claim to the insured only, and they cannot be relied upon in support of a claim for payment directly against the insurer by a third party who may have a claim for professional negligence against the insured. The third party must establish its claim against the insured who may then claim from the insurer; (iv) as also explained by Mr Gurrala, the PII policy issued in favour of the First Defendant extends cover to it for liability arising from a negligent act or omission that occurred in the performance of its business as an insurance broker. It would not cover liability of the kind relied upon by the Claimant, which is based on a breach of a duty of care owed by the First Defendant towards a shareholder; and (v) in the light of the allegations in the Statement of Claim, the wrongdoings by the First Defendant and its employees relied upon by the Claimant fall outside the periods of insurance covered by the Eighth Defendant’s PII policies.
14. The inevitable conclusion to be drawn from all this is in our view that the Claimant’s case against the Eighth Defendant is entirely without merit and that the application for Summary Judgment should succeed as a matter of course.
15. This brings us to the Claimant’s application for disclosure of the PII policies issued by the Eighth Defendant. The Eighth Defendant’s first answer is that it is regulated by the



Insurance Regulations of the State of Qatar which preclude it from disclosing the policies and that disclosure should be sought from the First Defendant. We express no view on what this is correct.

16. We expressed no view on the Eighth Defendant's contentions above because we believe that there is a more obvious answer to the application. It is this. In the light of our finding in the Summary Judgment application, the Claimant has no claim against the Eighth Defendant. With regard to the Claimant's claims against the seven other Defendants, we cannot see how the PII policies issued by the Eighth Defendant can have any possible bearing on these claims. Conversely stated, we cannot see in what way the Claimant can derive any possible assistance from these policies in establishing its claims against the other Defendants. This means that the disclosure application should be refused for lack of any possible relevance. Had the PII Policies any relevance (contrary to our finding) we still would not have granted the Claimant's application on the basis that it could and should have sought disclosure from the First Defendant rather than the Eighth Defendant.
17. What remains are issues of costs. In this regard we have taken into account that the Claimant's case against the Eighth Defendant is completely devoid of any merit (we make a declaration that the both the substantive claim and application for disclosure are both totally without merit); that this had been carefully explained to Mr Veiss by the Eighth Defendant's legal representatives, Clyde & Co LLP, in a detailed letter which preceded the Summary Judgment application; and that Mr Veiss had nonetheless resisted any attempt to put an end to this pointless litigation. In this light we have considered to grant the Eighth Defendant's costs on an indemnity basis, as was done by the Appellate Division of this Court in *Klaas Bouwman v Kofler Group Middle East LLC* [2023] QIC (A) 1. The reasons for this order appear from the following statement in paragraph 18 of the judgment (per Lord Thomas of Cwmgiedd, President):

*In all the circumstances, we conclude that this is an application that should never have been made. There was no justification for the application. It has put Mr Bouwman to considerable cost and expense. Kofler Group must therefore fully compensate Mr Bouwman for the expense to which he has been properly put in relation to the application. We therefore Order that costs should be paid on a full indemnity basis, to be assessed by the Registrar if not agreed.*

18. Upon reflection we decide however that the award of an indemnity costs order would not be appropriate. First, the Eighth Defendant did not ask for an indemnity costs order. Secondly, Mr Veiss was not given the opportunity to dissuade the Court from doing so.

19. These are the reasons for the orders we propose to make.

**By the Court,**



**[signed]**

**Justice Fritz Brand**

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

**Representation**

The Claimant was self-represented.

The Eighth Defendant was represented by Clyde & Co LLP (Doha, Qatar).