



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

[2022] QIC (A) 3

(on appeal from [2021] QIC (RT) 2)

IN THE QATAR INTERNATIONAL COURT

APPELLATE DIVISION

Case No. CTAD0005/2021 (on appeal from RTFIC0003/2020 and RTFIC001/2021)

1 June 2022

Between:

PRIME FINANCIAL SOLUTIONS LLC

(FORMERLY INTERNATIONAL FINANCIAL SERVICES (QATAR) LLC)

Appellant

and

QATAR FINANCIAL CENTRE EMPLOYMENT STANDARDS OFFICE

Respondent

JUDGMENT ON COSTS

Before:

Lord Thomas of Cwmgiedd, President

Justice Bruce Robertson

Justice Helen Mountfield QC

ORDER ON COSTS

1. There be no order as to costs.

JUDGMENT

1. On 13 February 2022, we gave judgment allowing an appeal from the decision of the Regulatory Tribunal (Sir William Blair (Chairman), Justice Laurence Li and Justice Muna Al Marzouqi) solely in relation to the issue as to whether two employees who claimed that they had acted as whistleblowers had satisfied the requirement of acting in good faith under Article 16 of the QFC Employment Regulations when reporting concerns about contraventions of regulations by the appellant (to which we will continue to refer as “IFSQ”). We refused leave on all other issues on 15 September 2021.
2. We remitted the proceedings to the Regulatory Tribunal for it to hear the appeal on the issue of good faith from the decision of the Respondent (ESO), subject to the appellant paying within 14 days the amounts awarded to Ms A of QAR 248,679 and Miss B of QAR 112, 509.
3. IFSQ sought its costs of the appeal on the basis that it was the successful party under the provisions of Article 33.2 of the Qatar Financial Centre Civil and Commercial Court Regulations and Procedural Rules (the Regulations) which provides:

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.

4. It was the contention of the ESO in response that there should be no order as to costs on the basis, looked on overall, IFSQ had not been successful on the appeal. Permission had been refused on all issues other than the issue of good faith, as was apparent from the Order made on the appeal. In the alternative, IFSQ had only been partially successful. The ESO also contended that the conduct of IFSQ could be characterised as a course of conduct in which it had sought to evade payment of the sums ordered to be paid by the ESO; although it had paid the sums due to the employees consequent on the Order made on appeal, it had not paid the penalties imposed.

5. In its reply to the submissions of the ESO, IFSQ contended that the issue of good faith went to the heart of its appeal. It was a company which carried on a financial services business and the decision in respect of good faith that had been made by the Employment Standards Office and the Regulatory Tribunal went to IFSQ's capacity as a matter of regulatory permission to operate in the financial industry and to its reputation which was essential to its ability to trade. Its appeal had vindicated its position on good faith. It had paid the employees and was prepared to pay the penalties due when those were properly determined. IFSQ also asked us to make an Order for the penalties actually due as the present Order could not stand in the light of the judgment on the appeal.

6. Both parties referred us to what was described by one party as the "jurisprudence" in relation to the determination in England and Wales as to success for the purposes of the determination of costs. Reference to the domestic case law of England and Wales on issues relating to the allocation of costs is not a practice that should be followed; the costs regime in England and Wales has a long and historic development which is not relevant to the Qatar International Court. The provisions of Article 33 are broad and straightforward. It is undesirable to encrust the provisions by reference to decisions on costs under the entirely different regime in England and Wales. This court will therefore have no regard to that costs regime; cases on the costs regime in England and Wales should not be cited when the Qatar International Court determines issues of costs. It is, of course, helpful for the practice developed in the Qatar International Court applicable to the detailed assessment of costs to be set out in short decisions (as has been done particularly by the Registrar). However, we do not consider that it is either necessary or desirable at this point in time for this court to develop any case law that delineates or circumscribes the broad and straightforward terms of Article 33 of the Regulations.

7. We have considered all matters relevant to the relevant provisions of Article 33 including in this case the conduct of the parties, the issues in the appeal and the success on those issues. We have had some regard to the fact that IFSQ did not pay until after our judgment on 13 February 2022 the sums which became due to Ms A and Miss B no later than our refusal of permission to appeal set out in our Order on 15 September 2021. We accept and have had regard to the fact that the issue in relation to the meaning of the requirement of good faith in whistleblowing pursued by IFSQ on the appeal was important to its business

as a financial services company. Its success in the appeal has helpfully clarified the law as to whistleblowing applicable in Qatar, but as we made clear in our judgment, we made no determination of the application of the law to the facts of this case, but remitted the proceedings to the Regulatory Tribunal.

8. We have concluded that in all the circumstances the proper order in this case under Article 33 is there be no order as to costs.
9. We would hope that the parties can agree on the amount of the penalties due in the light of our judgment, but if they cannot, it must be for the Regulatory Tribunal to make the determination pursuant to the Order we made on 13 February 2022.

By the Court,

[signed]

Lord Thomas of Cwmgiedd
President



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

Representation:

The Appellant was represented by Eversheds Sutherland (International) LLP.

The Respondent was represented by Clyde & Co.