



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: [2022] QIC (F) 9

IN THE QATAR INTERNATIONAL COURT
FIRST INSTANCE CIRCUIT

Date: 12 June 2022

CASE NO: CTFIC0014/2022

SRINIVAS PATTA

Claimant

v

MEINHARDT BIM STUDIOS LLC

Defendant

CASE No: CTFIC0015/2022

SADDAM HUSSAIN MOHAMMED

Claimant

v

MEINHARDT BIM STUDIOS LLC

Defendant

CASE No: CTFIC0019/2022

ADITI GOSWAMI

Claimant

v

**(1) MEINHARDT BIM STUDIOS LLC
(2) MEINHARDT (SINGAPORE) PTE LTD**

Defendants

CASE No: CTFIC0020/2022

NISHIT PAUL

Claimant

v

**(1) MEINHARDT BIM STUDIOS LLC
(2) MEINHARDT (SINGAPORE) PTE LTD**

Defendants

JUDGMENT

Before:

**Justice Bruce Robertson
Justice Fritz Brand
Justice Helen Mountfield QC**

ORDER

1. Meinhardt Bim Studios LLC (“Meinhardt Qatar”) is to pay the following sums forthwith:
 - (a) QAR 56,000 to Mr. Srinivas Patta
 - (b) QAR 18,580.61 to Mr. Saddam Hussain Mohammed
 - (c) QAR 34,335.63 to Ms. Aditi Goswami
 - (d) QAR 17,484.16 to Mr. Nishit Paul

2. If either Ms. Goswami or Mr. Paul wish to pursue their claims against Meinhardt (Singapore) Pte Ltd (“Meinhardt Singapore”), they are to notify the Registrar within 14 days of the date of this judgment whereby the Court will give further case management directions.

JUDGMENT

Introduction

1. This judgment deals with four separate cases which the Court has decided to hear and determine together because of the common parties and issues involved. Each of the four Claimants brings a claim for unpaid salary and associated allowances owed to them, it is said, by Meinhardt Bim Studios LLC (“Meinhardt Qatar”) which is a company incorporated and licensed in the Qatar Financial Centre (“the QFC”). In two of the claims, Meinhardt (Singapore) Pte Ltd (“Meinhardt Singapore”) is joined as a Defendant. Meinhardt Singapore is a company established in Singapore and is listed on the QFC Public Register as being a “Significant Shareholder” in Meinhardt Qatar.

2. Because of the sums involved, all claims were allocated, by the Registrar, to the recently established Small Claims Track of the Qatar International Court and each claim has followed the streamlined procedure set out in Practice Direction No. 1 of 2022. In accordance with that Practice Direction, the Court has decided to determine the cases on the basis of the written materials provided and without an oral hearing. The Court is

satisfied that the Defendants have been duly served with the relevant materials but have chosen, deliberately, not to engage in the Court process. We say “deliberately” because a representative of Meinhardt Qatar did contact the Registrar to enquire as to what would happen if the Defendants declined to make an appearance or any representations, so there can be no doubt that the Defendants are aware of the proceedings but have decided not to file any responses to the various claims. As a result, each of the Claimants has filed and served an application for summary judgment in accordance with Practice Direction No 2 of 2019. No response has been received from the Defendants.

General Observations on Employment Claims allocated to the Small Claims Track

3. The Court notes, with some dismay, that there has, in recent times, been an increase in claims filed by employees in respect of unpaid salaries. Many of these claims have gone undefended. It is, in the Court’s view, wholly unacceptable for companies established in the QFC to fail, without lawful reason, to pay employees sums that are due to them in a timely manner and in accordance with any relevant terms of the employment contract and the QFC Employment Regulations. It becomes even more contemptible when employees are forced to seek recourse through the Court to recover sums due to them and the employer fails to provide any defence or response to either the claims or directions issued by the Court. We consider that, in future cases where such conduct occurs and where judgment is entered in favour of the employees, the Court may wish to consider imposing aggravated and/or exemplary damages depending upon the circumstances of the cases before it. In addition, we consider that a copy of any such judgment should be drawn to the attention of the QFC Authority and/or QFC Regulatory Authority, as the case may be, so that the QFC Institutions, perhaps in consultation with the QFC Employment Standards Office, can determine what further steps, if any, should be taken against QFC companies which fail to pay their employees on time. This is because such conduct not only affects the individual employees (and their families) but also risks damaging the reputation of the QFC as a safe and secure environment in which to operate and do business.

4. The other general observation the Court wishes to make about unpaid wage claims is as follows. Where, as here, the claims have been allocated to the Small Claims Track, it is important that such cases are resolved as quickly and efficiently as possible. This is especially true if the Court later goes on to find that employees have been kept out of their salaries which, in most cases, will be much-needed by the employees to support themselves and their families. We consider that where such cases have been allocated to the Small Claims Track and have gone undefended, it is in keeping with the Practice Direction for the Court to go on to determine the claims, usually on the papers, without the need for any application for summary judgment to be made. This will ensure that the objective of the Practice Direction- to deal with small claims quickly and efficiently- is met and that claims for unpaid wages can be resolved in a timely fashion. From the employees' perspective, it will facilitate the speedy outcome of these matters if the amounts claimed and the bases thereof are set out succinctly, accurately and clearly with the necessary documents filed in support.

The Claims

5. We turn now to the four claims before us.

Srinivas Patta

6. Mr. Patta worked for Meinhardt Qatar from 9 September 2020 to 30 April 2021. He received his salary from 9 September 2020 to 31 December 2020 but received nothing thereafter. He therefore claims four months' salary. His job offer, dated 3 September 2020, reveals that his total monthly dues were QAR 14,000 comprising a basic salary of QAR 6,000 plus various allowances. The documents supplied by Mr. Patta in support of his claim include pleas to his employer to pay the due sums and the damaging effect that not being paid was having on him and his family. These pleas went unanswered. As noted above, Meinhardt Qatar has failed to file a defence or any response whatsoever to the claim or the application for summary judgment.
7. We are satisfied on the material before us that Mr. Patta is entitled to judgment in his

favour for the sum he claims, namely QAR 56,000, and we order that Meinhardt Qatar pay that sum to him forthwith.

Saddam Hussain Mohammed

8. Mr. Mohammed worked for Meinhardt Qatar for six months in 2021. He explains that his salary was never paid on time and that he repeatedly had to “beg” the management for it. He resigned from his post on 5 January 2022 and was owed two months’ salary for November and December 2021. His job offer, dated 4 April 2021, reveals that his total monthly dues were QAR 9,000 comprising a basic salary of QAR 4,000 plus various allowances. Moreover, Mr. Mohammed has provided the Court with a final settlement document, dated 31 January 2022, signed by himself, the Director of Meinhardt Qatar, and an Accountant, in the sum of QAR 18,580.61. Despite that agreement, and the frequent written pleas to Meinhardt Qatar to make payment, the sum has not been paid. As noted above, Meinhardt Qatar has failed to file a defence or any response whatsoever to the claim or the application for summary judgment.
9. We are satisfied on the material before us that Mr. Mohammed is entitled to judgment in his favour for the sum he claims, namely QAR 18,580.61, and we order that Meinhardt Qatar pay that sum to him forthwith.

Aditi Goswami

10. Ms. Goswami worked for Meinhardt Qatar from 14 January 2019. She explains that, save for the payment of her first month’s salary, all other sums due to her were either delayed or went unpaid. She says that by April 2021, 5 months’ salary was due and that she was suffering both financially and mentally, leading to her resignation on 31 May 2021. She left the employ of Meinhardt Qatar on 30 June 2021 having served her one-month notice period. A final settlement document was drafted by Meinhardt Qatar in the sum of QAR 17,835.63 although this was not signed by Ms. Goswami as she says that the actual sum due to her is QAR 34,335.63 as the settlement document does not account for sums owing in April 2021 in the sum of QAR 8,000, nor does it account for a QAR 8,000 deduction

which Ms. Goswami says had been made unlawfully to cover visa and Qatar ID renewal costs. Ms. Goswami's offer letter, dated 10 January 2019, reveals that her total monthly dues were QAR 8,500 comprising a basic salary of QAR 4,500 plus various allowances. The offer letter also makes clear that visa related costs were to be covered by the Defendant and so ought not to have been deducted from the sums due to Ms. Goswami. As noted above, neither Meinhardt Qatar nor Meinhardt Singapore have filed a defence or any response whatsoever to the claim or the application for summary judgment.

11. We are satisfied on the material before us that Ms. Goswami is entitled to judgment in her favour for the sum she claims, namely QAR 34,335.63, and we order that Meinhardt Qatar pay that sum to her forthwith. We are not satisfied that it is appropriate to give summary judgment against Meinhardt Singapore as we are not, on the material before us, satisfied that a valid cause of action against Meinhardt Singapore has been established. Broadly stated, the jurisdiction of this Court is confined to the determination of disputes arising from agreements to which at least one of the parties is established within the QFC (or Qatar Free Zones). On the face of it, this Court therefore lacks jurisdiction if neither party is established in the QFC, which appears to be the case in the dispute between Ms Goswami and Meinhardt Singapore. Absent any argument on the subject, we shall refrain, however, from deciding this issue finally. If Ms. Goswami wishes to pursue her claim against Meinhardt Singapore, she may notify the Court within 14 days of the date of this judgment and the Court will give further directions.

Nishit Paul

12. Mr. Paul worked for Meinhardt Qatar from 1 December 2018, resigned on 24 December 2019, and his last day of working was 24 January 2020. As of 13 June 2019, his salary was increased such that his monthly dues were QAR 9,000 comprising a monthly salary of QAR 4,800 plus various allowances. A final settlement document reveals that the sum calculated to be due to Mr. Paul was QAR 28,484.16. Mr. Paul agrees with this amount but states that, despite numerous follow ups, to date only QAR 11,000 has been paid. He therefore seeks the balance of QAR 17,484.16. As noted above, neither Meinhardt Qatar

nor Meinhardt Singapore have filed a defence or any response whatsoever to the claim or the application for summary judgment.

13. We are satisfied on the material before us that Mr. Paul is entitled to judgment in his favour for the sum he claims, namely QAR 17,484.16 and we order that Meinhardt Qatar pay that sum to him forthwith. For the reasons previously stated, we are not satisfied that it is appropriate to give summary judgment against Meinhardt Singapore as we are not, on the material before us, satisfied that a valid cause of action against Meinhardt Singapore has been established. If Mr. Paul wishes to pursue his claim against Meinhardt Singapore, he may notify the Court within 14 days of the date of this judgment and the Court will give further directions.

Concluding Observations

14. Each of these four claims is successful for the reasons and to the extent set out above. Each employee has been kept out of their lawfully due sums for a wholly inexcusable period of time. The sums now ordered to be due are to be paid immediately by Meinhardt Qatar to each of the four Claimants.

By the Court,

[signed]

Justice Fritz Brand



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

Representation:

Each of the Claimants was self-represented.

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