



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) 26

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

Date: 11 June 2023

CASE NO: CTFIC0026/2023

IRFAN QURESHI

Claimant

v

MEINHARDT BIM STUDIOS LLC

Defendant

JUDGMENT

Before:

Justice Fritz Brand

Justice George Arestis

Justice Helen Mountfield KC

Order

1. The Defendant, Meinhardt BIM Studios LLC, is to pay the Claimant:
 - i. The sum of QAR 49,226.40, consisting of QAR 47,350.79 being the principal sum of remuneration outstanding on the last day of employment, 22 August 2022, plus QAR 1,875.61 (QAR 6.49 per day for each day between 22 August 2022 and 7 June 2023) being interest on that sum calculated at the rate of 5% per annum; and
 - ii. interest on the outstanding sum, continuing at a rate of 5% per annum which amounts to QAR 6.49 per day for each outstanding day thereafter (from 8 June 2023 onwards).
2. To the extent that any reasonable costs were incurred by the Claimant in pursuing this claim, he is entitled to recover those costs from the Defendant, such costs to be assessed by the Registrar if not agreed.
3. It is directed that the matter be referred to the Employment Standards Office to consider action pursuant to Schedule 1 to the QFC Employment Regulations 2020.

Judgment

1. This claim is brought by the Claimant in respect of unpaid salaries some of which he says have been pending for more than two years, and some for 9-10 months. It is one in a series of claims which this Court has dealt with concerning the Defendant, brought by an employee for arrears of remuneration. The Defendant is a company incorporated and licenced in the Qatar Financial Centre ('QFC'). Hence, this Court has jurisdiction in terms of article 9.1.4 of the Regulations and Procedural Rules of the Court.
2. The claim was lodged on 13 March 2023. Because of the sum and 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**'). In accordance with this Practice Direction, we conclude that it is appropriate to determine the issues in this case on the basis of the written material before us and without hearing oral evidence.

3. Time for the Defendant to reply expired on 29 May 2023, but it has not responded to the claim. We are satisfied that the Defendant has been duly notified about the claim and served with the relevant material before us. Accordingly, we take the facts, which are uncontroverted, to be as described by the Claimant and in the documents which he has put before us.
4. The Claimant started to work for the Defendant as an MEP BIM Coordinator on 15 November 2018. He says that although his contract letter was issued by Meinhardt (Singapore) Pte Ltd, he performed his work for Meinhardt BIM Studios LLC.
5. The starting package was QAR 11,000 per month plus a QAR 2,000 project allowance, and this was increased with effect from 1 May 2020 to a total package of QAR 14,000 per month.
6. The Claimant says that salary payments were late almost from the beginning of the contract, and that this affected other employees, too. Whenever they approached the Director of the Defendant complaining of late payment of wages, he used to say that a big payment was coming, and that wages would be paid when this came.
7. Eventually, finding the irregular payments stressful, the Claimant decided to resign from his employment. He resigned on 20 July 2022, giving one month's notice, and his final day of employment was 24 August 2022.
8. During the Claimant's final month of employment, there was correspondence with the Defendant about the final amounts of salary and other employment emoluments outstanding, but on 21 August 2022, it appears that a final outstanding amount owing of QAR 93,788 was agreed.
9. The Claimant's case was originally that of that outstanding figure, he has only received QAR 41,683.88, which leaves QAR 52,104.12 outstanding. However, on 16 May 2023, he asked us to use the figure in a document apparently signed by him on 16 May 2023 accepting a calculation pertaining to final pay calculations of QAR 47,350.79. He also relied on email correspondence (below) which appeared to accept that this was the outstanding sum, and so we prefer this figure.

10. In relation to his attempts to recover this money without judicial intervention, the Claimant said that he has asked for this outstanding payment over 100 times, but has not had any response. The only response was to say that the Claimant was aware of the company situation and that it did not have projects or jobs to meet this outstanding amount. We saw an example of this in an email dated 11 May 2023 from Meneriza Medina of the Defendant, in which she said that they acknowledged his email and stated: *“Rest assured, our full commitment to pay the pending salaries/final settlement will be on priority once the fund is received. Please bear with us until then”*.
11. Since the Defendant has not responded, we find that the Defendant is liable to the Claimant for the outstanding sum for unpaid remuneration in the calculation as signed off by him as the correct amount on 16 May 2023, being QAR 47,350.79.
12. Despite the absence of any defence to the claim, and many requests from the Claimant to the Defendant for payment, the amount owing to the Claimant as outstanding remuneration has remained unpaid for almost ten months, during which the Claimant has been kept out of money which he could have spent or upon which he could have earned interest, while the Defendant has retained use of the money without any justification. This, as we have said in earlier claims against this Defendant, is clearly unacceptable. Thus, although the Claimant, who is self-representing and says he has financial difficulties, did not claim interest, we believe that it is fair to compensate him to some extent for being deprived of the benefit of receiving payment of money due to him by an award of interest on the outstanding amount at the rate of 5% per annum from 25 August 2022, the day after his last day of employment, until date of payment.
13. We have also expressed the concern in earlier claims against the Defendant that, since it has no answer to the claim, it seems to use the delays associated with debt collection through court proceedings to seek to gain the advantage of what amounts to an interest-free loan at the expense of causing financial, prejudice, inconvenience and distress to its former employees. This appears to have become a matter of course.
14. The Defendant is not only acting in breach of its employment contract with the Claimant, but also in violation of article 26 of the QFC Employment Regulations 2005

read with item 26 of Schedule 1 to these Regulations. In the circumstances, we direct that the matter be referred to the Employment Standards Office for it to consider action pursuant to Schedule 1 to the QFC Employment Regulations 2020.

15. For these reasons, judgment is awarded in the sum of QAR 49,226.40 plus an additional sum of QAR 6.49 for every day from 8 June 2023 onwards for which this sum remains unpaid. This consists of the principal sum of QAR 47,350.79 in unpaid wages, plus QAR 1,875.61 being interest due on the unpaid sum from 22 August 2022 until 7 June 2023, calculated at a rate of 5% per annum.
16. The interest on the principal sum outstanding amounts to QAR 6.49 per day calculated at the same rate, so the Defendant must pay the Claimant that sum for each additional day (from 8 June 2023 onwards) for which it wrongly fails to pay the Claimant the wages due to him.
17. The Defendant must also pay the reasonable costs incurred by the Claimant, if any, in bringing this claim, to be assessed by the Registrar if not agreed.

By the Court,



[signed]

Justice Helen Mountfield KC

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

Representation

The Claimant was self-represented.

The Defendant was not represented and did not appear.