



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) 30

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

Date: 27 July 2023

CASE NO: CTFIC0020/2022

XAVIER ROIG CASTELLO

Claimant

v

MATCH HOSPITALITY CONSULTANTS LLC

Defendant

JUDGMENT

Before:

Justice Her Honour Frances Kirkham CBE

Justice Lord Arthur Hamilton

Justice Fritz Brand

Order

1. The Claimant shall pay the Defendant's reasonable costs of these proceedings, to be assessed by the Registrar if not agreed.

Judgment

1. The Claimant was employed by the Defendant from about November 2020 until 18 February 2022, when the Defendant terminated his contract of employment. On 16 May 2022, the Claimant began proceedings, claiming compensation following that termination. The Defendant denied liability.
2. On 27 November 2022, the Court determined a preliminary issue in these proceedings, namely that provision in a fixed-term contract of employment for termination with notice by either party can constitute "*mutual agreement of the Employer and Employee*" within the meaning of article 17(B)(4)(A) of the Qatar Financial Centre Employment Regulations 2020, and that accordingly the Claimant's claim, in so far as it is based on the contention that the Defendant could not lawfully terminate the Claimant's contract with notice, is unsound in law.
3. Thereafter, the Claimant continued to pursue his claim. The Court made procedural orders in respect of steps to be taken by both parties and listed the matter for a final hearing over two or three days beginning on 31 July 2023.
4. On 16 July 2023, the Claimant's legal representatives informed the Court by email that the Claimant was withdrawing his claim with immediate effect.
5. The Defendant now applies for an order that that the Claimant pay the Defendant's costs of defending these proceedings (with interest), to be assessed by the Registrar if not agreed.
6. The Defendant submits as follows:
 - i. As the Claimant has withdrawn his claim, he is accordingly the unsuccessful party within the meaning of article 33.2 of the Court's Regulations and Procedural Rules (the '**Rules**').

- ii. The general rule should apply, and the Claimant should pay the Defendant's costs.
- iii. In particular, the Claimant should pay the Defendant's costs of the Claimant's application for disclosure dated 30 June 2023.
- iv. This was an ill-founded claim which should never have been brought.
- v. Further, the Claimant's conduct of the proceedings has increased costs unnecessarily and cannot be justified.

7. In response by email on 20 July 2023, the Claimant submitted as follows:

- i. The Defendant takes a misguided approach to the meaning and application of article 33.2 of the Rules.
- ii. The Defendant's statement that the Claimant is the unsuccessful party because the Claimant withdrew his claim is a "*baseless throwaway statement without any context that is not substantiated at law and is therefore misleading and incorrect.*"

Thus, the Court should not order the Claimant to pay the Defendant's costs. He further submitted that he reserved the right to respond to any cost submissions when these are pleaded "*with proper particularisation and substantiation.*"

8. Article 33 of the Rules requires the Court to make such order as it thinks fit in relation to the parties' costs of proceedings. Article 33.2 provides that the general rule is that the unsuccessful party shall pay the costs of the successful party, though the Court may make a different order if it considers that the circumstances are appropriate.
9. We have no hesitation in concluding that the Claimant, having simply withdrawn the entirety of his claim, must be considered to be the unsuccessful party and the Defendant the successful party within the meaning of article 33.2. It follows that the Claimant should pay the Defendant's reasonable costs of these proceedings. These include all

costs reasonably incurred by the Defendant in dealing with all aspects of the proceedings.

10. The Defendant claims interest on its costs. It has not provided any evidence to support its claim for interest, including, for example, as to when costs were actually incurred. Even if it were appropriate to order the Claimant to pay interest on costs (as to which we reach no conclusion) it would not be possible to do so in this case in the absence of any evidence.

11. If the parties are unable to agree costs, these shall be assessed by the Registrar. The parties would have the opportunity at that stage to make detailed submissions as to the sums claimed.

By the Court,



[signed]

Justice Her Honour Frances Kirkham CBE

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

Representation:

The Claimant was represented by Gulf Legal Consultants (Doha, Qatar) and Clyde & Co (Doha, Qatar).

The Defendant was represented by Al-Ansari and Associates (Doha, Qatar).