

In the name of His Highness Sheikh Tamim bin Hamad Al Thani, Emir of the State of Qatar

Neutral Citation: [2022] QIC (F) 32

IN THE QATAR INTERNATIONAL COURT FIRST INSTANCE CIRCUIT

Date: 26 December 2022

CASE NO: CTFIC0040/2022

**AEGIS SERVICES LLC** 

<u>Claimant</u>

v

## ATAYEB KITCHEN AND CATERING SERVICES

**Defendant** 

JUDGMENT

**Before:** Justice Fritz Brand Justice Bruce Robertson Justice Rashid Al Anezi

### Order

- 1. The Defendant is to pay the Claimant the sum of QAR 6,000.00 forthwith.
- 2. To the extent that any reasonable costs have been incurred by the Claimant in pursuing this claim, it is entitled to recover those costs to be assessed by the Registrar if not agreed upon.

#### Judgment

- 1. The Claimant, Aegis Services LLC, is a company incorporated and licenced in the Qatar Financial Centre ("QFC"). It conducts business in assisting other entities to obtain International Organisation for Standardization Certification ("ISO Certification") in their chosen field. The Defendant is Atayeb Kitchen and Catering Services, a company incorporated in the State of Qatar, but not in the QFC. Because of the sum and the nature of the issues involved, the claim was allocated by the Registrar to the Small Claims Track of this Court under Practice Direction No.1 of 2022. In accordance with this Practice Direction, we have decided to determine the case on the basis of the written material before us and without hearing oral evidence. We are satisfied that the Defendant has been duly notified about the claim and served with the relevant material before us on 16 November 2022.
- 2. In accordance with the allegations in the Claim Form which are uncontroverted, the parties concluded a written contract on 3 January 2021. Pursuant to this contract, the Claimant undertook to assist the Defendant in obtaining ISO Certification from the relevant authority in the field of Food Safety Management against payment of the sum of QAR 6,000.00. In terms of the contract, this fee became payable in full upon receipt by the Defendant of the required certification. According to a document annexed to the Claim Form, the Claimant was successful in the execution of its mandate in that the Defendant received the required ISO certification on 25 January 2021. The Claimant thereupon issued the Defendant with an invoice for the amount of QAR 6,000.00 on 16 February 2021, but the Defendant failed to pay.
- 3. On the face of it, the Defendant has no answer to the claim. In consequence, judgment is awarded to the Claimant in the sum of QAR 6,000.00. Although there is no claim for

costs, we believe it is only fair that the Defendant should also pay the reasonable costs incurred by the Claimant in pursuing its rightful claim.



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 Defendant was unrepresented.