



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) 30

**IN THE QATAR INTERNATIONAL COURT
FIRST INSTANCE CIRCUIT**

Date: 26 December 2022

CASE NO: CTFIC0037/2022

MEGHNA ANAND

Claimant

v

MEINHARDT BIM STUDIOS LLC

Defendant

JUDGMENT

Before:

Justice Frances Kirkham

Justice Fritz Brand

Justice Helen Mountfield KC

Order

1. The Defendant, Meinhardt BIM Studios LLC, is to pay the Claimant forthwith:
 - a. The sum of QAR 16,311.00.
 - b. Interest on the amount in (a), calculated at the rate of 5% per annum from 28 April 2022 to the date of payment.
2. To the extent that any reasonable costs were incurred by the Claimant in pursuing this claim, she is entitled to recover those costs from the Defendant, such costs to be assessed by the Registrar if not agreed.

Judgment

1. This is the ninth claim against the same Defendant, Meinhardt BIM Studios LLC, by one of its former employees for remuneration arrears. The Claimant is Ms Meghna Anand, a citizen of the Republic of India, resident in the State of Qatar. The Defendant is a company incorporated and licensed in the Qatar Financial Centre (“QFC”).
2. 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. 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 was duly notified about the claim and served with the relevant material before us on 20 October 2022.
3. In accordance with the allegations in the Claim Form, which are uncontroverted, the Claimant started her employment with the Defendant as an architectural modeler on 21 October 2020, by way of a contract between the parties dated 19 October 2020. The contract provides for termination by either party through one month’s notice to the other. On 12 April 2022, the Defendant purported to terminate the employment contract by way of a letter informing the Claimant that her “*last day of employment will be on 28 April 2022*”. We say “purported” because the notice period of less than one month seems to be in conflict with both the terms of employment contract and article 23(2)B of the QFC Employment Regulations. But the Claimant’s complaint is not against the

notice period, and her claim is not for damages. Her claim is for the sum of QAR 16,311.00 which is the amount that the Defendant expressly undertook to pay in terms of what the Defendant described as the final settlement agreement concluded between the parties, after the notice of termination, on 25 April 2022.

4. The Claimant's case is that, despite this undertaking, the Defendant has failed, since April 2022, to pay the agreed amount or any part thereof. On the face of it, the Defendant has no answer to the claim. The Claimant is entitled to judgment for the QAR 16,311.00 she claims.
5. Although the Claimant did not claim interest, we believe it is fair to compensate her to some extent for being deprived of the benefit of receiving payment of money due to her by an award of interest on the outstanding amount at the rate of 5% per annum from date of the termination of her employment, which was 28 April 2022, to date of payment.
6. The Defendant must also pay the reasonable costs, if any, incurred by the Claimant in bringing this claim.
7. The Defendant uses the delays associated with debt collection through court proceedings 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. Of concern is that this strategy by the Defendant seems to have become a matter of course, as appears from the number of similar cases this Court has dealt with recently.

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.