



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) 25

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

Date: 29 May 2023

CASE NO: CTFIC0025/2023

SUJAN GUCHHAIT

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, must forthwith pay the Claimant the sum of QAR 69,262.70 consisting of the outstanding principal sum plus interest at 5% per annum on outstanding balances from 8 March 2023 until 27 May 2023, plus an additional QAR 9.4 for every day after 27 May 2023 for which this sum remains unpaid also, calculated at the rate of 5% per annum.
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 is yet another claim against the same Defendant, Meinhardt BIM Studios LLC by one of its former employees for arrear remuneration. The Claimant is Mr Sujan Guchhait. The Defendant is a company incorporated and licenced in the Qatar Financial Centre ('**QFC**'). This Court thus has jurisdiction in terms of article 9.1.4 of the Court's Regulations and Procedural Rules.
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 (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. We are satisfied that the Defendant has been duly notified about the claim and served with the relevant material before us. Time has now expired for service of a Defence.
4. In accordance with the allegations in the Claim Form, which are uncontroverted, the Claimant was employed by the Defendant as a BIM Modeller from 22 December 2018 until the termination of his contract with effect from 7 March 2023. The Claimant says that since the beginning of his employment, he has not been paid salaries monthly but

frequently on a delayed basis. On 8 February 2023, he was given a month's notice of termination of his employment, and informed that all outstanding dues would be paid accordingly. However, this did not happen, and the Claimant's emails requesting these payments were ignored. On 10 April 2023, he was paid QAR 2,333.33, leaving QAR 68,501.60 unpaid, without explanation. The Claimant claims his outstanding salaries and annual air ticket and end of service benefits for working for 4.21 years for the Defendant. The Defendant has not served any Defence. On the papers before us, it has no answer to the claim.

5. Despite the absence of any defence to the claim the amount owing to the Claimant as employment benefits has remained unpaid, during which time 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 is clearly unacceptable. It is also part of a long-recurring pattern of flagrant breaches of contract by the Defendant. Thus, although the Claimant did not claim interest, we believe 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 8 March 2023, i.e. the date following the date of termination of his employment, to the date of payment.
6. Since the Defendant admittedly has no answer to the claim, it clearly uses 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. Of concern is that this strategy by the Defendant seems to have become a matter of course, as appears from the large number of similar cases this Court has dealt with recently, and in relation to which we understand that sums paid in purported satisfaction of the judgments have consisted of the principal sum only, and not interest.
7. The Defendant is not only acting in breach of its employment contract, it is also acting in violation of article 26 of the QFC Employment Regulations 2020 read with item 26 of Schedule 1 to these Regulations. In the circumstances we direct that the matter be referred to the QFC Employment Standard Office to consider action pursuant to Schedule 1 to the QFC Employment Regulations 2020.

8. For these reasons, judgment is awarded in the sum of **QAR 69,262.70 plus an additional QAR 9.4 for every day after 27 May 2023 for which this sum remains unpaid.** This consists of:
- i. QAR 68,501.60 being the balance of the principal sum of QAR 70,834.93 consisting of unpaid wages and other contractual entitlements on the date of termination minus the sum of QAR 2,333.33 paid on 10 April 2023; plus
 - ii. QAR 320.10 being interest due on the principal sum of QAR. 70,834.93 from 8 March 2023 until 10 April 2023 (when QAR 2333.33 was paid by the Defendant to the Claimant), calculated at a rate of 5% per annum; plus
 - iii. QAR 41.00 being interest due on the outstanding principal sum of QAR 68,501.68 from 11 April 2023 until 27 May 2023, calculated at a rate of 5% per annum.
 - iv. The interest on the principal sum amounts to QAR 9.40 per day calculated at the same rate, so in addition to the principal sum, the Defendant must pay the Claimant that sum for each additional day for which it wrongly fails to pay the Claimant the wages from 27 May 2023 until the claim is paid.
9. The Defendant must also pay the reasonable costs incurred by the Claimant, if any, in bringing this claim.

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 unrepresented.