



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) 32**

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

**Date: 27 July 2023**

**CASE NO: CTFIC0034/2023**

**HADI JALOUL**

**Claimant**

**v**

**EXPERTS CREDIT SOLUTIONS CONSULTANCY LLC**

**Defendant**

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**JUDGMENT**

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**Before:**

**Justice Dr Rashid Al-Anezi**

**Justice Fritz Brand**

**Justice Yongjian Zhang**

### **Order**

1. The Defendant is to pay the Claimant forthwith an amount of QAR 16,875.00, together with interest on the said amount, calculated at the rate of 5% per annum from 22 May 2022 until date of payment.
2. To the extent that any costs were incurred by the Claimant in pursuing this claim, he is entitled to recover those costs from the Defendant, the reasonableness of such costs to be assessed by the Registrar if not agreed between the parties.
3. Should the Claimant decide to pursue the balance of his claim for QAR 37,000.00, he must do so in the normal course, by giving notice of that intent to the Court and to the Defendant within 14 days from date of this order.

### **Judgment**

1. The Claimant in this matter is Mr Hadi Jaloul. The Defendant, Experts Credit Solutions Consultants LLC, is a company established in the Qatar Financial Centre ('**QFC**') and is licenced to operate in the QFC in the financial services sector. Accordingly, this Court has jurisdiction to determine the dispute by virtue of article 9.1.3 of the Court's Regulations and Procedural Rules (the '**Rules**').
2. Because of the sum involved and the nature of the issues arising, the claim has been 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 concluded that it is appropriate to determine the issues in this case on the basis of the written material before us and the without hearing oral evidence or argument.
3. We are satisfied that the Defendant has been duly notified about the claim and served with the documents before us. In adopting the principle established as a general rule in Small Claims Track cases, we decided to approach the matter as an application for summary judgment under article 22.6 of the Rules, read with Practice Direction No. 2 of 2019, despite the absence of a formal application as contemplated by paragraph 4 of that Practice Direction. We do so because we regard this to be in accordance with the spirit and purport of the Small Claims Track procedure, which is to deal with these claims in an expeditious and cost-effective way.

4. Nonetheless, it goes without saying that dispensing with a formal application does not detract from the substantive requirements for the granting of summary judgment. Hence, the Claimant is still required to establish that the Defendant has no prospect of successfully defending the claim at a hearing in due course. The fact that the Defendant filed no notice of opposition and that the Claimant's factual version therefore stands uncontroverted, makes the Claimant's task easier, but it does not detract from the essential requirement.
5. The claim arises from an employment contract between the parties entered into on 24 January 2022 (the '**Agreement**'), replacing an earlier contract in terms whereof the Claimant was employed by the Defendant as a Senior Consultant with effect from 1 June 2021. It is common ground that the employment relationship thus arising was terminated on 22 December 2022.
6. As formulated in the Claim Form, the claim rests on two distinct bases. First, the Claimant claims an incentive bonus in an amount of QAR 16,875.00. His second claim is for arrears of salary over a period of 3 months in an amount of QAR 37,000.00. That is QAR 54,375.00 in total.
7. In support of his claim for the incentive, the Claimant relies on a formula stipulated in the Agreement in relation to which the Claimant would become entitled during the course of his employment. As per this formula, the Claimant became entitled to QAR 750,00 per million for transactions facilitated by him in excess of QAR 5 million, with the proviso that his incentive would be limited to 60% of the amount thus calculated if the transaction was referred to him by the Defendant. The Agreement further provided that the Claimant would become entitled to payment of the incentive thus calculated upon approval of the transaction by the bank or other financial institution.
8. With reference to this formula, the Claimant then relies on a transaction supported by the documents enclosed with his claim. According to these documents the Claimant was successful in facilitating a construction loan for a client of the Defendant, Structural - Mechanical Trading, for an amount of QAR 37.5 million by Bank Doha on 22 May 2022, which transaction was referred to him by the Defendant. Calculated in accordance

with the agreed formula, so the Claimant contends, he therefore became entitled to an amount of QAR 16,875.00 (37.5 x 750 x 60%) on 22 May 2022.

9. We are satisfied that on the Claimant's version of the facts, which are uncontroverted, the Defendant has no prospect of successfully defending the claim and that in consequence, the Claimant is entitled to Summary Judgment in an amount of QAR 16,875.00.
10. With regard to the claim for arrears of salary, it appears to be common ground that the Claimant has received his salary and all other benefits due to him upon termination of his employment in December 2022. His claim for an additional 3 months' salary is based on the rather laconic statement in his Claim Form that:

*the complaint [with the Standards Office of QFC] was resolved on March 13, 2022 to which I was awarded compensation regarding other issue with the company in addition to the unpaid incentive. I am seeking damages amounting to three month's salary, totalling QAR 37 000.*

11. We are not persuaded on the basis of these terse allegations that the Defendant has no prospect of successfully defending this part of the claim. Hence, we find that if the Claimant proposes to proceed with this part of his claim, he must (i) do so in the normal course of proceedings, and (ii) notify this Court and the Defendant of his intent to do so within 14 days of this order.
12. Having regard to the Claimant's success with the first part of his claim, the Defendant must also pay the reasonable costs incurred by the Claimant, if any, in pursuing his 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 not represented and did not appear.