



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: [2025] QIC (C) 5

**IN THE QATAR FINANCIAL CENTRE
CIVIL AND COMMERCIAL COURT
COSTS ASSESSMENT**

Date: 20 March 2025

CASE NO: CTFIC0073/2023

WAQAR ZAMAN

Claimant/Respondent

v

MEINHARDT BIM STUDIOS LLC

1st Defendant/1st Appellant

AND

MEINHARDT (SINGAPORE) PTE

2nd Defendant/2nd Appellant

JUDGMENT

Before:

Mr Umar Azmeh, Registrar

Order

1. The First Defendant is to pay to the Claimant/Respondent the sum of **QAR 17,100** forthwith by way of his reasonable costs.

Judgment

Introduction

1. On 23 June 2024 and by a majority (Justices George Arestis and Helen Mountfield KC), the First Instance Circuit awarded the Claimant QAR 612,000 plus interest and costs in a claim brought for unpaid wages and emoluments arising from a contract between him and the First Defendant. The Court also ordered the First Defendant pay the reasonable costs of the Claimant in bringing the claim ([2024] QIC (F) 25).
2. On 1 December 2024, the Appellate Division dismissed the appeal and directed that, subject to any submissions made by the Appellants (also known collectively as, ‘**Meinhardt**’), any costs incurred by the Respondent to the appeal (the Claimant) were to be paid by the First Appellant ([2024] QIC (A) 12).
3. The parties have not agreed any of the costs in the case, despite efforts on the part of the Claimant, and therefore it falls to me to assess those costs.

Background

4. The Claimant was employed by the Second Defendant for approximately 4 ½ years until 31 January 2021 when his employment was transferred to the First Defendant. The First Defendant was at the time a company incorporated in the Qatar Financial Centre.
5. The First Defendant faced financial difficulties, and the Claimant claimed that he had not been paid from September 2021 until November 2022.

6. The claim was brought on 30 November 2023 with the Claimant claiming unpaid salary for 11 months, 4 years unpaid annual leave, 4 years unpaid air tickets, and other expenses and benefits. The Claimant also sought damages for mental stress, suffering and inconvenience.
7. The Second Defendant challenged the jurisdiction of the Court. That challenge was dismissed with the Court (Justices George Arestis, Fritz Brand and Helen Mountfield KC) ordering the matter to proceed to trial, where the jurisdiction issue might be reconsidered after hearing evidence and receiving submissions ([2024] QIC (F) 5).
8. At trial, the Claimant was self-represented, and the Defendants were represented by the Dr Thani Bin Ali Al Thani Law Firm. The issues at trial were:
 - i. Ought the jurisdiction question be revisited?
 - ii. Was the claim time barred under article 10 of the Labour Law (Law No. 14 of 2004)?
 - iii. Had the Claimant waived his claims?
9. The Court decided (i) that the claims turned on issues relating to the First Defendant only and therefore jurisdiction was not an issue, (ii) there was no time bar to the claim under the relevant QFC law, and (iii) by a majority, that the Claimant had not given an unequivocal waiver to his claims.
10. On appeal, the Appellants revisited each of the questions noted above. Each was dismissed and the appeal was unsuccessful. On appeal, the Appellants were represented by the same firm as in the First Instance proceedings; the Claimant was represented by Ms Danah Mohamed of the Al Marri and El Hage Law Office pro bono.

Approach to costs assessment

11. Article 33 of the Court's Regulations and Procedural Rules reads as follows:

33.1 The Court shall make such order as it thinks fit in relation to the parties' costs of the proceedings.

33.2 *The general rule shall be that the unsuccessful party pays the costs of the successful party. However, the Court can make a different order if it considers that the circumstances are appropriate.*

33.3 *In particular, in making any order as to costs the Court may take account of any reasonable settlement offers made by either party.*

33.4 *Where the Court has incurred the costs of an expert or assessor, or other costs in relation to the proceedings, it may make such order in relation to the payment of those costs as it thinks fit.*

33.5 *In the event that the Court makes an order for the payment by one party to another of costs to be assessed if not agreed, and the parties are unable to reach agreement as to the appropriate assessment, the necessary assessment will be made by the Registrar, subject to review if necessary by the Judge.*

12. In *Hammad Shawabkeh v Daman Health Insurance Qatar LLC* [2017] QIC (C) 1, the Registrar noted that the “... *list of factors which will ordinarily fall to be considered*” to assess whether costs are reasonably incurred and reasonable in amount will be (at paragraph 11 of that judgment):

- i. Proportionality.
- ii. The conduct of the parties (both before and during the proceedings).
- iii. Efforts made to try and resolve the dispute without recourse to litigation.
- iv. Whether any reasonable settlement offers were made and rejected.
- v. The extent to which the party seeking to recover costs has been successful.

13. *Hammad Shawabkeh v Daman Health Insurance Qatar LLC* noted as follows in relation to proportionality, again as non-exhaustive factors to consider (at paragraph 12 of that judgment):

- i. In monetary ... claims, the amount or value involved.
- ii. The importance of the matter(s) raised to the parties.
- iii. The complexity of the matters(s).
- iv. The difficulty or novelty of any particular point(s) raised.
- v. The time spent on the case.
- vi. The manner in which the work was undertaken.
- vii. The appropriate use of resources by the parties including, where appropriate, the use of available information and communications technology.

14. One of the core principles (elucidated at paragraph 10 of *Hammad Shawabkeh v Daman Health Insurance Qatar LLC*) is that “*in order to be reasonable costs must be both reasonably incurred and reasonable in amount.*”

15. The relevant principles from the caselaw are now codified into Practice Direction No. 2 of 2024 (Costs).

Submissions

16. The Claimant has filed and served a full set of costs submissions, including a written memorandum, with eight factual exhibits and eight legal exhibits. Meinhardt was given the opportunity to respond but did not bother to acknowledge either the submissions from the Claimant or the invitation from the Court.

17. The Claimant claims QAR 50,200 for the proceedings before the First Instance Circuit when he acted as a litigant-in-person, and QAR 96,296 by way of pro bono costs incurred by his lawyers on appeal to be paid to the Qatar Charity (or any other charity deemed appropriate by the Court).

18. The submission analyses the provisions of the Court's Regulations and Procedural Rules (the '**Rules**') on costs – article 33 – along with *Hammad Shawabkeh v Daman Health Insurance Qatar LLC* and the tests set out therein. It makes, inter alia, the following points in support of the submission that the Claimant ought to be awarded QAR 50,200:

- i. The Claimant reasonably spent some 502 hours working on the case as a litigant-in-person, and the tasks included drafting the claim and response; preparing for the hearing including matters that ought to have been joint but with which the Defendants did not assist, such as the eBundle, chronology and dramatis personae; enforcement application; and the costs submission.
- ii. The conduct of the Defendants was unreasonable, including irrelevant legal challenges such as the jurisdiction challenge that were maintained on appeal; the criminal complaints filed against the Claimant; the lack of cooperation on procedural matters; and a lack of preparation and assistance to the Court prior to and at both hearings.

19. On the issue of the pro bono costs, the Claimant makes the following points:

- i. The pro bono assistance was offered in the interests of justice and accessibility.
- ii. The total sum claimed – QAR 96,592 – is based on what a paying client would recover.
- iii. The Defendants were on notice that costs would be claimed through cost proceedings if the parties did not agree those costs. No response was received from the Defendants.
- iv. The QFC Court operates within a framework that is influenced by common law principles and traditions, and has thus established a pro bono scheme. Other jurisdictions allow pro bono costs orders ('**Pro Bono Costs Order(s)**') and have enacted measures to ensure that the

value of the assistance rendered is recognized – one example of this is section 194 of the Legal Services Act 2007 (United Kingdom).

- v. There is broad discretion under article 33 of the Rules to make a Pro Bono Costs Order and such an order ought to be made to the Qatar Charity.

Litigant-in-person costs

20. The Claimant has helpfully produced a table logging the hours that he expended doing various tasks – the hourly rate claimed is the litigant-in-person rate of QAR 100/hour:

- i. Claim preparation and submission: 75 hours.
- ii. Reply to the Defence: 100 hours.
- iii. Jurisdiction arguments: 50 hours.
- iv. Directions proposal: 25 hours.
- v. Chronology and dramatis personae: 60 hours.
- vi. eBundle: 75 hours.
- vii. Enforcement: 30 hours.
- viii. Response to appeal: 75 hours.
- ix. Attendance: 4 hours.
- x. Costs submissions preparation: 4 hours.
- xi. Meetings with legal advisors: 4 hours.

21. Having carefully reviewed the relevant material, my view is as follows:

- i. Claim preparation and submission: these documents comprised in total some 49 pages, with 3 pages being the Statement of Claim and the rest of the documentation being exhibits. I make some allowance for the fact

that the Claimant was at that stage a litigant-in-person and did not have specialist legal knowledge. Taking account of this – but also bearing in mind that the Claim Form itself was not a legalistic document, rather essentially a narrative of events – 75 hours is far too long. I award 25 hours at QAR 100/hour for a total of **QAR 2,500**.

- ii. **Reply to the Defence:** the Defence and its exhibits ran to some 81 pages, although the Defence itself was six pages. It did raise a few points of moderate complexity, rendered more difficult for the Claimant as he was a litigant-in-person. The Claimant's Reply was eight pages of closely-typed submissions along with nine exhibits. The majority of the document was useful factual background, and the Claimant clearly spent much time reviewing correspondence and other relevant documentation. I will award 25 hours at QAR 100/hour for a total of **QAR 2,500**.
- iii. **Jurisdiction arguments:** As noted above, the Defendants brought a jurisdiction challenge that was dismissed by the First Instance Circuit. The Claimant has claimed some 50 hours for the preparation of his arguments. Again, making proper allowance for the fact that he was a litigant-in-person, I award 20 hours at QAR 100/hour for a total of **QAR 2,000** (I also note in passing that whilst he was in post as director for the First Defendant, it also made the same jurisdiction argument in another case in relation to a claim brought by a former employee for arrears of remuneration).
- iv. **Preparations for trial:** I have rolled the items noted at paragraphs 20(iv)-20(vi), above, into trial preparation as a whole comprising directions, chronology, dramatis personae and eBundle. The total claimed here is 160 hours. It is right to note that the directions, eBundle, dramatis personae and chronology are supposed to be a joint endeavour and that the Defendants completely ignored those elements of the trial procedure. That said, 160 hours is manifestly excessive. I will allow 50 hours at QAR 100/hour for a total of **QAR 5,000**.

- v. Enforcement: The application for enforcement is comparatively simple. However, the procedure may require some research, and for a litigant-in-person, this is likely to be necessary. I award 15 hours at QAR 100/hour for a total of **QAR 1,500.**
- vi. Respondent's Notice (appeal): the appeal submissions were brief at six pages. The Claimant produced a comprehensive response amounting to eleven pages. Allowing some measure of research into the appeal procedures and review of some other material relevant to appeals, taking account of the fact that he was a litigant-in-person I will allow 30 hours at QAR 100/hour for this item, totalling **QAR 3,000.**
- vii. Attendance at hearings: the trial was 1 hour and 20 minutes and the appeal 3 hours. The Claimant has claimed attendance for 4 hours which I award in full in the sum of **QAR 400.**
- viii. Costs preparation: the Claimant has claimed four hours preparation for his part of the costs submissions. He produced a helpful table but, with some allowance for reviewing work done to ensure the times are accurate, I allow two hours at QAR 100/hour for a total of **QAR 200.**
- ix. Meetings and communications with legal advisers: the Claimant has claimed four hours for these meetings. I disallow this item as I would not ordinarily award a client meeting time with respect to its own lawyers who would also charge for these meetings.

22. I therefore have reached a preliminary figure of **QAR 17,100** for the Claimant's reasonable costs up to his lawyers coming into the case after he submitted a response to the application for permission to appeal.

Reasonableness

23. During the case it was made very clear that the Claimant had very many times requested that the First Defendant pay him his dues. One of the exhibits to the costs submission is an email chain demonstrating that the Claimant wanted his dues significantly prior to the litigation commencing. Given that he was ultimately the successful party, it was

unreasonable for the First Defendant to ignore these communications. The Claimant did attempt to negotiate and avoid litigation. The parties did also enter into some settlement negotiations in the latter part of September 2023 – indeed these negotiations became the key issue during the case i.e. had the Claimant waived his right to file a claim against the Defendants due to a waiver? These settlement negotiations did not come to anything and there was no written document that was ultimately signed by the Claimant. I have not had sight of any formal settlement offer made or rejected. Ultimately, however, whatever raised by the Defendants, the Claimant was the successful party (although the QAR 1,000,000 claim for mental distress and inconvenience was unsuccessful): he succeeded on the jurisdiction issue, at trial and then on appeal.

24. As to proportionality, the Claimant was ultimately awarded QAR 612,000 plus interest and costs. Alongside that sum, QAR 17,100 by way of a costs award is a small fraction. The case was clearly critical to the Claimant as he had not been paid for almost a year. The First Defendant now has in excess of 20 judgments against it for not paying its employees promptly – this behaviour is to be deprecated – and it is of critical importance also to the QFC in general that Claimants are able to obtain redress against unscrupulous employers.

25. The matters were not complex per se but bearing in mind that the Claimant was a litigant-in-person, he would not have found them straightforward, and particularly as there were some points of law that had to be addressed: jurisdiction, the interplay between the QFC laws and the laws of the State of Qatar, and waiver. Following my deductions, the Claimant is being compensated for a little over 170 hours for the entire case. This is in my view entirely proportionate.

26. I am of the view that QAR 17,100 is a reasonable sum by way of costs before the First Instance Circuit.

Pro bono costs

Introduction

27. The QICDRC runs two schemes for those who are unable to afford legal representation – the Pro Bono Scheme (under which this case fell on appeal), and the Legal Clinic (the ‘**QICDRC Schemes**’). The QICDRC Schemes are very important to ensure access to justice and to support the rule of law. They have collectively supported many individuals in accessing justice that otherwise may not otherwise have been available. People can apply directly for the Pro Bono Scheme or the QICDRC can approach a panel law firm if it is of the view that the litigant-in-person will be assisted.
28. Lawyers or law firms who participate in the QICDRC Schemes are not compensated for doing so. They are, moreover, under the relevant terms of reference for the QICDRC Schemes, not permitted to charge any fees for those services rendered.

The Rules

29. This is the first time that the question of a Pro Bono Costs Order has come before the Court.

30. The pertinent provisions of the Rules are articles 33.1 and 33.2:

33.1 The Court shall make such order as it thinks fit in relation to the parties’ costs of the proceedings.

33.2 The general rule shall be that the unsuccessful party pays the costs of the successful party. However, the Court can make a different order if it considers that the circumstances are appropriate.

31. Article 33.1 is wide and makes it clear that the Court has the jurisdiction to make “*such order as it thinks fit*” in relation to costs.

32. The first sentence of article 33.2 appears to assume that the successful party will have incurred some costs itself. This would typically be in one of two ways: (i) as a litigant-in-person entitled to be reimbursed for the time spent on the case at the rate of QAR 100/hour, or (ii) by instructing lawyers to act on their behalf who will then charge them, and it would be those fees that the successful party would seek to recoup through the costs assessment process. However, article 33.2 is not limited to those situations by the first sentence – particularly because the phrase “*general rule*” is used, and indeed its second sentence makes it clear that a “*different order*” can be made if the Court “*considers that the circumstances are appropriate*”.

33. Thus, taken together, my view is that the Court has a very wide jurisdiction as to the type of costs order that it makes. Indeed, in recent times, a number of different type of cost orders have been made, including those for indemnity costs (see for example *Klaas Bouwman v Kofler Group Middle East LLC* [2024] QIC (A) 1 and *Boom General Contractors WLL v Sharq Insurance LLC* [2024] QIC (F) 29), security for costs (*Amberberg Limited v Prime Financial Solutions LLC and others* [2024] QIC (F) 23), and an order that there be no costs for a party that has been awarded nominal damages only (*Amberberg Limited and another v Thomas Fewtrell and others* [2023] QIC (F) 41).
34. What is clear from those cases, and from the general framework of the Rules, is that any order that the Court makes must be subject to the Overriding Objective in article 4.1, which is to deal with all cases “justly”. Article 4.2 of the Rules states that the Court must “*seek to give effect to the Overriding Objective when it exercises its functions and powers...*” Therefore, it follows that when making a costs order, I must ensure that it is an order that is just.
35. Article 10.3 of the Rules also affirms the wide power to make orders, namely that the Court “*may grant all such relief and make all such orders as may be appropriate and just*” in accordance with the Overriding Objective.
36. Whilst useful background information as to what the position is in other jurisdictions, the Legal Services Act 2007 does not assist me as to whether or not the power exists in this jurisdiction to make such an order.
37. However, I am satisfied that under article 10.3 and 33.1 of the Rules that I have the jurisdiction to make a Pro Bono Costs Order in circumstances where an individual represented pro bono is the successful party in proceedings before the Court. There ought to be no difficulty with this type of order in principle because it is simply a matter of chance whether a party to litigation faces an unrepresented party (in which case, if that litigant-in-person is successful, they will ordinarily be able to recoup their reasonable costs), a party is represented by lawyers (in which case, if that party is successful, they will ordinarily be able to recoup the reasonable costs of those lawyers),

or a party being represented pro bono. Furthermore, following this judgment, those using this Court must be aware of the jurisdiction to make a Pro Bono Costs Order where it is just to make such an order in accordance with the Overriding Objective.

38. Therefore, a Pro Bono Costs Order would be, in my view, within the scope of “... *such order as it thinks fit in relation to the parties’ costs of the proceedings*” under article 33.1 of the Rules and a “... *different order*” under article 33.2 of the Rules. Moreover, this is supported by article 10.3 of the Rules where it is appropriate and just to make such an order in principle. Whether it is appropriate and just to make such an order will depend on the circumstances of the individual case, with the usual principles pertaining to costs, as adumbrated in Practice Direction No. 2 of 2024 (Costs), remaining key.

39. Costs secured under a Pro Bono Costs Order will be paid into Court to be distributed to a charity selected by the President of the Court that provides legal services within Qatar.

The instant case

40. The Claimant was assisted pro bono from 15 October 2024 onwards up to the hearing on 13 November 2024 and in relation to some post-hearing matters.

41. *Fadi Sabsabi v Devisers Advisory Services LLC* [2023] QIC (F) 4 and *Aegis Services LLC v EMobility Certification Services and others* [2024] QIC (C) 2 are, in my view, relevant. The essential point in these two cases is that unless a party notifies the other side that it is represented by lawyers, it is unable to be any costs in respect of those lawyers. They are only able to claim costs post-notification. The reason for this is a party would not be able properly to assess its litigation risk – and part of that is its costs risk – unless it was made aware that the other party was represented by lawyers.

42. In this case, the Defendants/Appellants only came to know that the Respondent was represented pro bono on the day of the appeal hearing. I make no criticism of anyone for this, and this was simply due to a confluence of circumstances leading up to the appeal hearing. Therefore, the Defendants/Appellants were for the first time aware when their lawyers appeared at Court on 13 November 2024.

43. Using the principle in *Fadi Sabsabi v Devisers Advisory Services LLC* and *Aegis Services LLC v EMobility Certification Services and others*, I cannot award any costs – pro bono or otherwise – against the Defendants/Appellants pre-notification i.e. the day of the hearing. Although pro bono costs were incurred on the day of the appeal hearing itself, I am not of the view that it would be just to make an order in respect of those costs against the Defendants/Appellants. This is because it would have been too late on the day of the hearing for the Defendants/Appellants to take any action in relation to their litigation strategy / assessment of litigation risk on the day of the appeal hearing itself (i.e. even if the appeal had been abandoned on the day there would still have been costs incurred that might have been made the subject of an order against them, and potential wasted costs).

Conclusions

44. I direct that the First Defendant must meet the Claimant's reasonable costs of the proceedings before the First Instance Circuit in the sum of QAR 17,100. That sum is to be paid forthwith.

45. I conclude that I do have the jurisdiction to make a Pro Bono Costs Order in principle, but I decline to make such an award in this case for the reasons given above.

46. I also echo what the Appellate Division in this case noted at paragraph 37 of its judgment, and pay tribute to Ms Danah Mohamed for the manner in which she represented the Claimant/Respondent on a pro bono basis. Her submissions on costs were extremely helpful and useful on the important point of principle that has been established in relation to the jurisdiction of this Court to make a Pro Bono Costs Order. It is also right to pay tribute to the Managing Partner of Ms Mohamed's firm, Claudia El-Hage, who has been strong supporter of the Pro Bono Scheme at the QICDRC, both in this and in another major case in which the firm also acted.

By the Court,



[signed]

Mr Umar Azmeh, Registrar

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

Representation

The Claimant/Respondent was represented pro bono by Ms Danah Mohamed of the Al Marri and El Hage Law Office (Doha, Qatar)

The Defendants/Appellants were represented by the Dr Thani Bin Ali Al-Thani Law Firm (Doha, Qatar).