

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

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

19 February 2018

**CASE No: 08/2017**

**DENTONS AND CO (QFC BRANCH)**

**Claimant**

**v**

**POWERLINE ENGINEERING QATAR WLL**

**Defendant**

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**JUDGMENT**

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**Members of the Court:**

**Justice Robertson  
Justice Kirkham  
Justice Hamilton**

## **ORDER**

Having accepted jurisdiction in this matter, the Court determines:

1. That the application for summary judgment is granted; and
2. The sum of QAR 124,901.55 is owed to the Claimant by the Defendant which the Defendant must pay to the Claimant forthwith.

## **JUDGMENT**

### **Introduction**

1. The Claimant, Dentons & Co (QFC Branch), is a law firm established in the Qatar Financial Centre ('QFC').
2. The Defendant, Powerline Engineering Qatar WLL, is based in Qatar although is not established in the QFC.
3. By virtue of a Claim Form, issued by the Registry on behalf of the Court on the 1 October 2017, the Claimant made a claim in respect of a single unpaid invoice and interest.
4. The invoice, numbered 35004807 and dated 12 April 2017, was in the sum of QAR 92,454.
5. The Claimant claimed interest pursuant to paragraph 80 of its Terms of Business.
6. An application for summary judgment was filed on the 8 January 2018 for QAR 124,901.55, i.e. the principal sum plus interest.

7. The Court is satisfied that all pleadings and documents filed with the Court have been served on the Defendant. The Defendant, however, has not sought to defend the claim or oppose the application for summary judgment. Indeed, the Defendant has not communicated at all with the Court throughout these proceedings.

### **Documents Filed**

8. The Claimant has provided the Court with the following documents in support of its claim:
  - (a) Dated 6 November 2014, email correspondence from the Claimant to the Defendant confirming instructions. The Claimant identifies hourly rates for three fee earners and offers a 10% discount from headline rates. The email notes that other members of staff may be involved. The Claimant's Terms of Business are attached;
  - (b) Dated 12 April 2015, invoice 35004807 for QAR 92,454 plus a narrative describing the time spent, by seven fee earners, and the work undertaken in November and December 2014; and
  - (c) Dated 19 April 2015, a letter from the Claimant to the Defendant enclosing the invoice. This invoice allows a discount of 20%, which is reflected in the claim.

### **Agreed Terms of Business**

9. The relevant provisions of the agreed Terms of Business are as follows:
  - (a) Paragraph 15 dealing with fees refers to the Letter of Engagement and notes that fees may be adjusted;
  - (b) Paragraph 16 covers disbursements;

- (c) Paragraph 17 provides that “Our invoices are payable when delivered on the terms set out in the Letter [of Engagement]....” (though it is noted that there is no mention in the Letter of when invoices are payable);
- (d) Paragraphs 44 and 45 deal with governing law and dispute resolution. Paragraph 44 refers to the relevant Location Terms. Paragraph 45 provides that the Claimant may choose arbitration for any dispute; that option is not available to the Defendant;
- (e) Section F of the Terms, paragraphs 78 to 82, are Location Terms for Qatar;
- (f) Paragraph 78 makes clear that Section F applies to the Claimant’s legal practice in Doha;
- (g) Paragraph 80 provides that “We may charge you interest or a compensatory fee on any invoice not paid within one month after delivery. Interest or the compensatory fee will accrue daily on any unpaid amounts at the rate of 15% per annum and is payable on demand.”; and
- (h) Paragraph 82 provides that the rules of the QFC govern the agreements and arrangements between the Claimant and Defendant. It states that the Claimant and Defendant each agrees to submit to the exclusive jurisdiction of the QFC Courts.

### **Jurisdiction**

- 10. The Court is satisfied that, in accordance with the provisions of the QFC Law, it has the jurisdiction to determine this matter.

### **Summary Judgment**

- 11. Article 22.6 of the Regulations and Procedural Rules of the Court (‘the Rules’) permits the Court to give summary judgment.

12. The Court is satisfied that the application for summary judgment has been served on the Defendant.

13. In its application for summary judgment, the Claimant seeks an order for payment of QAR 124,901.55, i.e. the principal sum plus interest.

14. The Court concludes that, in all the circumstances, it is in the interests of justice to proceed to summary judgment in accordance with Article 22.6 of the Rules. The Claimant is therefore entitled to recover the aforementioned sum from the Defendant.

By the Court,

  
Justice Bruce Robertson



**Representation:**

The Court considered the application for summary judgment on the papers, i.e. without an oral hearing. Representations were filed by the Claimant; the Defendant did not file anything in response.