



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: [2020] QIC (F) 6

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

11 June 2020

CASE No. CTFIC0002/2020

THORANATH SETHU MADHAVAN

Claimant/Applicant

v

AWAN MEDIA INTERNATIONAL LLC

Defendant/Respondent

JUDGMENT

Members of the Court

Justice Frances Kirkham

Justice George Arestis

Justice Helen Mountfield QC

ORDER

1. The Defendant shall pay the Claimant the sum of QAR 89,250 within 14 days of the date of this Judgment.

JUDGMENT

1. The Claimant claims payment of salary unpaid between January 2019 and May 2019.
2. The claim form was duly served on the Defendant on 29 March 2020. The Defendant has not filed a defence.
3. On 12 May 2020 the Claimant issued an application for summary judgment. This application was duly served on the Defendant. The Defendant has not responded to the application.
4. As the claim form and application for summary judgment were both properly effected the Court is able to proceed to deal with the Claimant's claim. The Court is satisfied that it has sufficient evidence to deal with the claim on consideration of the documents which the Claimant has filed and without an attended hearing.
5. The Claimant was employed by Awan Marketing Company in Doha from 1 June 2014 until December 2018. At a date between April and December 2018 Awan Marketing Company ceased operation and its operations were transferred to the Defendant company. The Claimant states that Awan Marketing Company continued to pay him until December 2018. In that month, his employment was transferred to the Defendant company, he was registered with the Defendant's bank as the Defendant's representative and his transfer of employment was registered with the Qatari authorities.
6. An undated document apparently signed by Mr Anil Pattani, described as Chief Executive of the Defendant, certifies that the Claimant is employed by the Defendant

and has since August 2018 been earning a monthly salary of QAR 13,500 plus allowance of QAR 4,350, a total of QAR 17,850.

7. Between December 2018 and April 2019, the Claimant sought, unsuccessfully, a fresh contract of employment.
8. By letter dated 1 May 2019 the Claimant wrote to the Defendant stating that he “*was resigning from the post of General Manager of Awan Media International LLC due to the present uncertain condition of the company including non-receipt of my salary since January 2019. Kindly relieve me from my duties w.e.f. 31st May 2019 (one month notice period) and please advise the concerned to pay all the dues at the earliest*”.
9. The Claimant claims five month’s salary, at QAR 13,500 per month, and accommodation allowance of QAR 4,350 per month for January to May 2019 inclusive, a total of QAR 89,250.
10. No defence has been filed. On the evidence before it, the Court is satisfied that the Claimant is entitled to the sums claimed.
11. There is no claim for interest and no suggestion that legal expenses have been incurred.
12. Accordingly, it is ordered that the Defendant shall pay the Claimant QAR 89,250 within 14 days of the date of today’s judgment.

By the Court,



Justice Frances Kirkham

