



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) 22

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

Date: 29 May 2023

CASE NO: CTFIC0021/2023

AEGIS SERVICES LLC

Claimant

v

SAGA D&B TRADING AND CONTRACTING WLL

Defendant

JUDGMENT

Before:

Justice Fritz Brand

Justice Dr Rashid Al-Anezi

Justice Yongjian Zhang

Order

1. The Defendant is to pay the Claimant the sum of QAR 11,800.00.
2. To the extent that any reasonable costs have been incurred by the Claimant in pursuing this claim, it is entitled to recover those costs to assessed by the Registrar if not agreed upon.

Judgment

1. The Claimant, Aegis Services LLC, is a company incorporated and licenced in the Qatar Financial Centre ('**QFC**'). It conducts business in assisting other entities to obtain International Organization for Standardization certification ('**ISO Certification**') in their chosen field. The Defendant is Saga D&B Trading and Contracting WLL, a company incorporated in the State of Qatar, but not in the QFC. Since the present dispute arises from a transaction involving an entity established in the QFC, this Court has jurisdiction in terms of article 9.1.3 of the Regulations and Procedural Rules of this Court.
2. Because of the sum and the nature of the 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**'). We consider that where cases have been allocated to the Small Claims Track, it is important that such cases be determined as quickly and efficiently as possible and that, where as happened in this case, the matter then goes undefended, it is in keeping with the Practice Direction for the Court to go on to determine the claim, usually on the papers, without the need for any application for summary judgment to be made. This will ensure that the objective of the Practice Direction - to deal with small claims quickly and efficiently - is met. Accordingly, we have decided to determine the case on the basis of the written material before us and without hearing oral evidence or argument. We are satisfied that the Defendant has been duly notified about the claim and served with the relevant material before us on 30 April 2023.
3. In accordance with the allegations in the Claim Form which are uncontroverted, the parties concluded a written contract on 25 November 2020. Pursuant to this contract

the Claimant undertook to assist the Defendant in obtaining ISO Certification from the relevant authority in the field of Occupational Health and Safety Management against payment of the sum of QAR 11,800.00. In terms of the contract, this fee became payable in full upon receipt by Defendant of the required certification.

4. The Claimant alleges, and this is not denied, that it successfully completed the certification process and in fact paid the required registration fees to the relevant certification body on behalf of the Defendant. Thereupon the Claimant issued the Defendant with an invoice for the amount of QAR 11,800.00 on 17 January 2021, but despite subsequent demands, so the Claimant contends, the Defendant has failed to pay the agreed amount or any part thereof.
5. The Defendant entered no appearance to defend the action and on the face of it, it has no answer to the claim. In consequence judgment is awarded to the Claimant in the sum of QAR 11,800.00. Although there is no claim for costs, we believe it is only fair that the Defendant should also pay the reasonable costs incurred by the Claimant in pursuing its rightful 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.