



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: [2024] QIC (C) 17**

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

**Date: 17 December 2024**

**CASE NO: CTFIC0039/2024**

**INTERNATIONAL LAW CHAMBERS LLC**

**Claimant**

**V**

**ANVIN INFOSYSTEMS WLL**

**Defendant**

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**JUDGMENT**

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**Before:**

**Mr Umar Azmeh, Registrar**

## Order

1. The Defendant is to pay the Claimant the sum of **QAR 6,425 forthwith**.

## Judgment

### Background

1. The Defendant is or was a client of the Claimant. The Claimant is a law firm based in Doha.
2. The parties engaged for the Claimant to provide legal services to the Defendant. The Claimant alleged that the Defendant did not pay for those legal services pursuant to the agreements between the parties. QAR 68,425 remained outstanding.
3. The Claimant issued a claim against the Defendant before the First Instance Circuit. On 24 October 2024, the First Instance Circuit gave judgment in favour of the Claimant in the sum of QAR 68,425 plus interest (Justices George Arestis, Fritz Brand and Dr Yongjian Zhang – [2024] QIC (F) 44). The Defendant did not file a Defence and therefore the claim was uncontested.
4. The Court also ordered that the Defendant must pay to the Claimant its reasonable costs of the proceedings to be assessed by me if not agreed. There has been no agreement between the parties and therefore I issue this judgment.

### Approach to costs assessment

5. 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.*

6. 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.

7. *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.

8. 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.*”

9. It is also established in this Court that self-represented law firms are entitled, as a matter of principle, to recover professional costs incurred in furtherance of bringing a claim, provided the costs claims are reasonable (see *Pinsent Masons LLP (QFC Branch) v Al-Qamra Holding Group* [2018] QIC (C) 2018 at paragraphs 18-29, *Dentons & Co (QFC Branch) v Bin Omran Trading & Contracting LLC* [2020] QIC (C) 3 at paragraph 9, *Whitepencil LLC v Ahmed Barakat* [2024] QIC (C) 3 at paragraph 18, *Eversheds Sutherland (International) LLP v Harinsa Contracting Company (Qatar) WLL* [2024] QIC (C) 5 at paragraphs 14 and 18, and *Eversheds Sutherland (International) LLP v Gulf Beach Trading & Contracting WLL* [2024] QIC (C) 12).

### **Costs submissions**

10. The Claimant filed and served a timesheet with total costs of QAR 9,050, comprising 12 hours and 4 minutes at an associate rate of QAR 750/hour. The timesheet includes the activities in narrative form, along with the date on which those activities were undertaken. The Claimant also stated that the associate rate of QAR 750/hour was that agreed with the Defendant.
11. In response the Defendant states that the time taken is not proportionate, that the law firm should be familiar with the Court's practices, and that 12 hours is "*very high and unrealistic*". It also argues that the rates are "*very high and not as per market rates*". The Defendant – at points 3 and 5 – has raised substantive legal points that are relevant to the merits of the case: I cannot take account of those as the proper time to raise those was before the First Instance Circuit. The Defendant also notes that it has applied for permission to appeal. The latter point does not prevent me from undertaking this costs assessment.
12. In reply, the Claimant defended its conduct of the case and made, inter alia, the following points:
- i. The Claimant team spent "considerable time, efforts and skills" in preparation of the claim and had to retrieve communications from several years ago to prove its claim.

- ii. The recording was done systematically and accurately. The time spent is proportionate.
- iii. The rates charged are not “very high”.
- iv. The costs claimed are reasonable and proportionate.
- v. The Claimant complied with the Court’s procedural requirements at all times, in contrast to the Defendant.

### **Analysis**

13. As a preliminary, I note that the headline rate of QAR 750/hour for an associate is – in my experience in this Court – at the lower end of what is charged in the marketplace for law firms based in Doha (see for example: *Whitepencil LLC v Ahmed Barakat* [2024] QIC (C) 3 at paragraphs 18-19).
14. I am satisfied that all the items on the ledger provided by the Claimant are reasonably incurred save for the research time on 18 September 2024 and the summary judgment application: (i) typically research time is not awarded to law firms unless there is a particular point of complexity or difficulty, and (ii) summary judgment applications are not required in Small Claims Track cases (see for example *Aegis Services LLC v Diamond Worldwide Trading Contracting & Services WLL* [2023] QIC (F) 23 at paragraph 2, and *Qatar Financial Centre Authority v MJ Masha LLC* [2023] QIC (F) 43 at paragraph 3). I therefore make a reduction of **QAR 1,125** for research time (the time on 18 September 2024 is blended between research and drafting the statement of claim, and so I have taken half of that time and allocated it to research), and 2 hours for the summary judgment work claimed for a further reduction of **QAR 1,500**. This takes the total time down from just over 12 hours to just under 11 hours. I can identify no other time on the ledger that appears to have been incurred improperly. In my view, under 10 hours for a claim of this nature including preparation, brief discussions, drafting the Claim Form, collating the exhibits, and filing the case is entirely reasonable.

15. As to the criteria in *Hammad Shawabkeh*, the Claimant acted entirely properly at all times, and conducted itself well before the Court, adhering to all the relevant directions; the contentions in the Claim Form – which were unchallenged by the Defendant – are that the Claimant made efforts to secure its fees before resorting to litigation; and the Claimant has been entirely successful in this case and the case indeed went undefended.
16. I also find that the residual amount after my deductions is eminently proportionate – QAR 6,425 – for the following reasons: (i) the claim was for just under QAR 70,000; (ii) the case is clearly important for the Claimant as the lifeblood of its business is its fees and it is entitled to be paid for the work that it properly does; (iii) the matter was not complex but the low number of hours coupled by the low hourly rate charged by the Claimant results in a comparatively small fees claim; (iv) the Claimant also spent – following my deductions – less than 10 hours on this case which again is entirely reasonable; and (v) the Claimant also appropriately distributed work to associates and there is no partner time claimed.
17. As I have repeated many times, parties simply must settle their debts. If parties contract with one another, do not settle debts, and then a claim is successfully made against one party, costs will usually be ordered against the unsuccessful party. This has happened in this case. Furthermore, parties ought not to express any surprise that if a law firm claims against them, then further charges will apply over and above the judgment debt – those are the costs of proceedings.
18. The Defendant is to pay the Claimant the sum of **QAR 6,425 forthwith**.

**By the Court,**



[signed]

**Mr Umar Azmeh, Registrar**

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

Representation

The Claimant was self-represented.

The Defendant was self-represented.