



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 (F) 22

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

Date: 21 May 2024

CASE NO: CTFIC0014/2024

HKA GLOBAL LIMITED

Claimant

v

CHINA RAILWAY 18TH BUREAU GROUP WLL
(IN LIQUIDATION AND REPRESENTED BY ITS JUDICIAL LIQUIDATOR, MR
ABDULAZIZ AL-KHALIFA)

Defendant

JUDGMENT

Before:

Justice George Arestis

Justice Fritz Brand

Justice Yongjian Zhang

Order

1. The Defendant is to pay the Claimant QAR 355,857.06 together with interest on the said amount calculated at the rate applied by the Central Bank of Qatar from 31 March 2023 until the date of payment.
2. The Defendant is to pay the reasonable costs incurred by the Claimant in pursuing this claim, to be assessed by the Registrar if not agreed.
3. The Claimant's claim for summary judgment for damages in an amount of QAR 100,000 is refused. Should the Claimant intend to proceed with this claim in the ordinary course, it is to file a notice of such intent on the Registrar and the Defendant within 14 days from date of this judgment whereupon further procedural directions will be issued.

Judgment

1. The Claimant, HKA Global Limited, an international company incorporated in the British Virgin Islands, has been established and licenced through its Qatar Financial Centre ('QFC') Branch, to do business in the QFC. The Defendant, China Railway 18th Bureau Group WLL (In Liquidation) is a company incorporated and subsequently in the process of liquidation under the company laws of Qatar (Law No. 11 of 2015) and is represented herein by its duly appointed Judicial Liquidator, Mr Abdalaziz Al-Khalifa.
2. The Claimant's business is to provide expert and advisory services in the construction and manufacturing industry. The dispute arose from a written contract between the parties which was concluded on 21 June 2021 when the Defendant accepted a proposal by the Claimant (the '**Agreement**'). In terms of the Agreement, the Claimant undertook to assist the Defendant in the management of its contractual claims in terms of construction contracts between the Defendant as the contractor and the United Development Company and Darwin National Contracting as the owners, in the construction of the Gewan Buiding, the Gewan Hotel, the Yacht Club and the Oasis Hotel Projects in Doha. Accordingly, this Court has jurisdiction in terms of article 9.1.3

of its Regulations and Procedural Rules (the ‘**Rules**’) to determine the dispute between the parties in that it is “*a commercial dispute arising between entities established in the QFC and a contractor therewith*”.

3. The Agreement stipulated the scope of work and rates of remuneration proposed by the Claimant which were subsequently accepted by the Defendant. The Claimant’s case is that it rendered the services and invoiced the Defendant for these services in accordance with the terms thus agreed upon in terms of the Agreement. Subsequently, so the Claimant contends, various payments were made by the Defendant in settlement of these invoiced amounts. But at the time of the liquidation of the Defendant in March 2024, so the Claimant avers, there was an amount of QAR 355,857.06 outstanding, which despite repeated demands, remains unpaid.
4. Procedurally the Claimant adopted the somewhat usual approach by combining an application for summary judgment with the original claim instead of bringing the application for summary judgment after the Claim Form had previously been served on the Defendant. Accordingly, its Claim Form incorporating an application for summary judgment was served on the Judicial Liquidator in his representative capacity on 3 April 2024.
5. In the case of *HKA Global Limited v Setta Wa Eshroon Solb WLL* [2024] QIC (F) 3, this Court said the following with regard to this approach (at paragraph 5):

Applications for summary judgment are governed by article 22.6 of the Rules as supplemented by Practice Direction No. 2 of 2019. Although the procedure adopted by the Claimant is unusual, it is not precluded by article 22.6 read with the Practice Direction. The only additional procedural requirement for summary judgment is the witness statement stipulated by paragraph 4 of the Practice Direction. That requirement has since been satisfied by a witness statement duly served on the liquidator on 21 December 2023.

6. Unlike in the *Setta Wa Eshroon Solb* case, the Summary Judgment Application served on the Defendant in this case was in fact accompanied by the witness statement contemplated by paragraph 4 of that Practice Direction. Accordingly, all the procedural requirements for summary judgment had been satisfied.
7. Another feature which renders the case somewhat unusual is that the Defendant is in liquidation. Hence, it is cited as being represented by its Judicial Liquidator as opposed to those formerly in control of its corporate affairs. That also happened in the *Setta Wa*

Eshroon Solb case, which is for all intents and purposes indistinguishable from this case on the facts. With regard to this feature, the view expressed by this Court in that case was the following (at paragraphs 6 and 7):

... As we see it, that is the correct approach dictated by law. Since the Defendant is incorporated in the State of Qatar and outside the QFC, its liquidation process is regulated by the laws of the State of Qatar, which for present purposes are embodied in article 304 and following of the Commercial Companies Law, Law No. 11 of 2015 (the 'Companies Law'). Of relevance in the present context are (i) article 305 of the which provides that the authority of the board of directors of a company shall terminate upon liquidation; and (ii) article 310(5) which grants the authority on the liquidator to represent the company in litigation.

It is true that article 312 of the Companies Law provides for the submission of their claims by the creditors to the liquidator. But we can find nothing in this provision which precludes a creditor from suing the company, represented by its liquidator directly in court without waiting for the formal rejection of its claim. It goes without saying that, if successful the judgment will not elevate the Claimant to the status of a secured creditor. It will have to enforce the judgement as a concurrent creditor in the normal course of the winding up proceedings, but it does not bar the court proceedings. Of course, if the liquidator raises the defence that, upon formal submission of the claim under article 312 of the Companies Law, he or she would have conceded the claim, it may affect the Claimant's entitlement to recover costs. But again, it is not an answer to the merits of the claim. It is also the case that the liquidator may seek to stay the Court proceedings if the claim is being processed in the liquidation. But in the present case the liquidator, although duly served, declined to participate in the proceedings and did not contend that the proceedings had been improperly brought or were unnecessary since claim was undisputed.

8. On 24 March 2024, the Claimant in this case wrote to the Judicial Liquidator seeking assurance that its claim would be included in the final liquidation account. But, so the Claimant alleges, it received no response from him.
9. Thereafter the Claimant served its detailed Claim Form and Summary Judgment Application, comprehensively supported by documentation upon the Defendant's liquidator at his nominated address on 3 April 2024. In accordance with article 20 of the Rules, the liquidator then had 28 days to oppose. Despite the period of time considerably in excess of the 28 days which has elapsed since then, the liquidator has failed to indicate any intent to oppose. Accordingly, the Claimant's case in support of its claim must be accepted as uncontroverted. On the basis of these uncontroverted facts, we are satisfied that the Defendant has no prospect of successfully opposing the main claim and we can find no compelling reason why the case or any issue should go

to trial. Accordingly, the Claimant is in our view entitled to summary judgment in an amount of QAR 355,857.06.

10. In addition, the Claimant is entitled to the interest expressly agreed upon in terms of the Agreement at the rate applied by the Central Bank of Qatar from a date 30 days after the date of invoice to the date of actual payment. Strictly speaking interest would therefore have to be calculated with reference to the date of every individual invoice, but for the sake of clarity we propose to accept the date of the last invoice which was 1 March 2023 as the determining date for the commencement of the interest period. This means that the Claimant is in our view entitled to interest on the outstanding amount at the stipulated rate from 31 March 2023 to the date of actual payment.
11. Apart from these claims, the Claimant also seeks an order for payment of an amount of QAR 100,000, *“as compensation for the damages caused by the defendant’s refusal to pay the outstanding sum and for breach of the Agreement”* as well as an order for costs. With regard to costs, we can see no reason in principle why the Defendant should not be held liable for the costs incurred by the Claimant in pursuing its claim.
12. The damages claim has not in our view been established, at least not for the purposes of summary judgment since the legal basis for the claim is not stated. Hence the claim for summary judgment under this heading is to be refused. Should the Claimant wish to proceed with this claim in the ordinary course, it will be directed to file a note of such intent on the Registrar and the Defendant whereupon further procedural directions will be issued.

By the Court,



[signed]

Justice Fritz Brand

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

Representation

The Claimant was represented by the Al-Mushiri Law Office (Doha, Qatar).

The Defendant did not appear and was not represented.