



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) 59

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

Date: 24 December 2024

CASE NO: CTFIC0028/2024

SAMI MAHGOUB MOHAMMED MOUSTAFA

Claimant

V

SHARQ INSURANCE LLC

Defendant

JUDGMENT

Before:

Justice George Arestis

Justice Fritz Brand

Justice Dr Yongjian Zhang

Order

1. The Defendant is to pay the Claimant the amount of QAR 12,011.24, plus the costs he incurred in pursuing this part of his claim. The quantum of such costs is to be assessed by the Registrar if not agreed upon by the parties.
2. The rest of the Claimant's claims are dismissed.
3. Save for paragraph 1 above, the Claimant is to pay the costs incurred by the Defendant opposing these claims. The quantum of such costs is to be assessed by the Registrar if not agreed by the parties.

Judgment

1. The Claimant's claims against the Defendant are the following:
 - i. The amount of QAR 405,000 for additional work as Deputy Money Laundering Reporting Officer ('**MLRO**') from 7 January 2016 to 11 January 2023.
 - ii. The amount of USD 3,291.53, equivalent to QAR 12,011.24. for return tickets from Qatar to Sudan for the Claimant and his family.
 - iii. The amount of QAR 150,000 for moral compensation and incentive.
 - iv. A detailed service certificate as Deputy MLRO

The factual background

2. On 3 June 2012, the Claimant signed a Joining Form by which he agreed to join the Defendant as an employee, in which his designation was identified as Legal Assistant.
3. On 5 June 2012, the parties entered into an employment contract describing the terms and conditions of the Claimant's contract, which among other provisions, states that the

Claimant was appointed to the position of Officer with a monthly salary of QAR 10,000, plus a monthly fixed bonus of QAR 1,117. The said agreement was completed on 5 July 2012 when the parties signed a Statement of Roles and Responsibilities, which describes the Claimant's area of operations. The duties to be performed by the Claimant were described with further detail in this document, and amongst other provisions, it is stated that the Claimant may perform "*any other work assigned by Executive Management and HOD from time to time.*"

4. The Claimant started and continued performing the duties assigned to him as defined above until January 2016. On 7 January 2016, the Defendant's Chief Executive Officer sent an email to the Claimant requesting that he undertake the role of the Defendant's Deputy MLRO. It was stated in the said email that the Claimant "*would be required to fulfill any of these related duties in the absence of Bhaskar (MLRO), as it is primarily his responsibility in his QFCRA control function.*" The latter was, at the time and until June 2023, the Defendant's MLRO.
5. On 15 November 2022, the Claimant informed the Defendant of his decision to resign, which was accepted by the latter, and the Claimant was paid the amount of QAR 129,905.89 as an end of service payment. Following that, on 16 January 2023, the parties signed an end of service settlement agreement. Whereby the Claimant confirmed that the receipt of the end of service payment constitutes "*the full and final settlement of his end of service dues.*"
6. The case proceeded to an in-person hearing on 10 December 2024. The facts as stated hereinabove were not disputed or challenged in any way. The Claimant relied on the facts as stated in his Claim Form, his Skeleton Argument, and the documents filed in Court. We have come to the conclusion that the undisputed end of service settlement agreement is fatal for the Claimant's case. He signed this agreement without any conditions or reservations. He made no effort, neither in his pleadings nor in his written submissions or during oral arguments, to cast any doubt on the validity of this agreement. He did not argue that he signed the said agreement against his free will. Even if he could prove that he was entitled to claim extra money from the Defendant for acting as Deputy MLRO, he

unconditionally waived his rights, which applies to the rest of his claims. We shall, therefore, dismiss the claims of the Claimant except the one admitted by the Defendant.

7. We would, however, have dismissed the Claimant's case for some additional reasons independent of the end of service settlement agreement. As regards his claim for additional remuneration for his work as Deputy MLRO, we are not persuaded that he is entitled to the amount claimed or to any other amount for the following reasons:
 - i. He worked as Deputy MLRO for 7 years and never claimed this amount from the Defendant and continued to work despite the fact that he felt that his employer was taking advantage of him. Asked by the Court to explain this, he gave a very ambiguous and unpersuasive answer, saying that he often discussed this with the Defendant's representatives, but even on his own account, without extracting any commitment from them.
 - ii. After his resignation and for more than 18 months thereafter, he did not try to pursue any claim against the Defendant for payment for the additional work he allegedly performed. Instead, the first action he took to make this claim was when he filed this case in Court, nearly nine years after he started this additional work.
 - iii. He never explained in a satisfactory way the basis upon which he calculated the monthly amount he claims for this extra work.
 - iv. All the above confirms that when he resigned, he had no intention of claiming any further amount of money for the services he allegedly performed for the Defendant. For reasons we do not understand, this was a belated and unfounded decision on his part.
8. As regards his other claims for moral compensation and the issue of a service certificate, we dismiss his claims as they are completely unfounded. There is not a single piece of evidence in support of these claims.

9. As regards the claim for the price of return tickets, which the Defendant admits, we make a judgment for this amount.
10. Since the Defendant, despite its admission of liability, failed to make payment of the amount involved, it is to pay the costs incurred by the Claimant in pursuing this claim, the quantum of such costs to be assessed by the Registrar if not agreed.
11. The Claimant is to pay the costs incurred by the Defendant in opposing the rest of his claims, and the quantum of such costs is to be assessed by the Registrar if not agreed by the parties.

By the Court,



[signed]

Justice George Arestis

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

Representation

The Claimant was self-represented.

The Defendant was represented by Mr Omid Mousavi of Eversheds Sutherland (International) LLP (Doha, Qatar).