



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) 25

IN THE QATAR INTERNATIONAL COURT
FIRST INSTANCE CIRCUIT

18 October 2021

CASE No. CTFIC0009/2021

DENTONS & CO (QFC BRANCH)

Claimant/Applicant

v

UNITED INVESTMENT BUSINESS MANAGEMENT (UNIVEST) LLC

Defendant/Respondent

JUDGMENT

Members of the Court

Justice Bruce Robertson

Justice George Arestis

Justice Fritz Brand

ORDER

1. The Court orders that the Defendant pay within 14 days of the date of this order the amount of USD 52,992.09 plus interest on the said amount at the rate of 5% per annum as from 31 December 2019, continuing until the date of payment of this judgment.
2. As the Claimant has succeeded in the most part of its claim the Defendant must pay the Claimant's reasonable legal costs, to be assessed by the Registrar if not agreed.

JUDGMENT

3. The Claimant claims the amount of USD 52,992.09 in unpaid legal fees, plus agreed interest at the rate of 15% per annum, plus simple interest on the judgment amount at the rate of 5% per annum.
4. On 6 April 2021 the Claimant filed against the Defendant the present action which was served on 13 April 2021. The Defendant failed to file a defence within the period prescribed by the relevant Rules of the Court and no such defense has been filed up to the present day.
5. On 1 June 2021 the Claimant filed an application for summary judgment which was served on the Defendant on 5 June 2021. The Defendant did not reply to the said application.
6. It is the case for the Claimant that it is a law firm and that by a letter of engagement dated 29 May 2019 it identified to the Defendant the services it would provide. The said proposal was duly accepted by the Defendant. The Claimant performed part of the agreed services, and on 31 December 2019 sent an invoice to the Defendant for the payment of USD 52,992.09 being its fees for the services performed.

7. It is also the case for the Claimant that it is entitled to the payment of interest on the unpaid invoice pursuant to para 72 of its Terms of Business which form part of the said letter of engagement.
8. The Claimant, with a statement of truth dated 28 September and signed by Mr. Andrew Martin Jones, one of its partners, confirms that the application for summary judgment was served on 7 June 2021. The Claimant by the same statement of truth verifies the facts of the case as stated above.
9. The Defendant has no prospect of successfully defending the claim. The Court is satisfied that the Claimant has proved its case and is entitled to a judgment in its favour as per its application for summary judgment for the principal sum claimed.
10. The Court came to the above conclusion, taking into consideration what is stated in the above statement of truth supporting the application for summary judgment, and in particular on the letter dated 29 May 2019 addressed by the Claimant to the Defendant fixing the terms of their cooperation which was signed and stamped by the latter. The Court has also considered the invoice dated 31 December 2019 fixing the amount claimed which has never been denied or disputed by the Defendant.
11. As regards the claim for pre-judgment interest at the rate of 15% per annum on the unpaid amount of the above invoice as from 31 December 2019, the Court observes as follows:
 - (a) The claim is for a substantial amount.
 - (b) The rate of interest is very high.
 - (c) The Court has a discretion as to the rate to be awarded.
 - (d) The rate of interest claimed is substantially higher than interest rates in Qatar in recent years.

12. Taking into account all of the above, the Court concludes that for purposes of summary judgment a fair rate of interest in the present case will be 5% per annum to run as from the date of the invoice, that is 31 December 2019.
13. As regards the claim for post-judgment interest, and taking into account the content of Practice Direction No 3 of 2021, the Court awards this at the continuing rate of 5%.
14. The Court therefore orders that the Defendant pay within 14 days of the date of this order the amount of USD 52,992.09 plus interest on the said amount at the rate of 5% per annum as from 31 December 2019, continuing until the date of payment of this judgment.
15. As the Claimant has succeeded in the most part of its claim the Defendant must pay the Claimant's reasonable legal costs, to be assessed by the Registrar if not agreed.

By the Court,



Justice George Arestis

