



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) 15**

**IN THE QATAR FINANCIAL CENTRE  
CIVIL AND COMMERCIAL COURT  
COSTS ASSESSMENT**

**Date: 15 December 2024**

**CASE NO: CTFIC0069/2023**

**HKA GLOBAL LIMITED**

**Claimant**

**v**

**ALJABER ENGINEERING W.L.L.**

**Defendant**

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**JUDGMENT**

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**Before:**

**Mr Umar Azmeh, Registrar**

## **Order**

1. The Defendant is to pay the Claimant **QAR 50,122** forthwith.

## **Judgment**

### **Background**

1. On 28 January 2024, the First Instance Circuit (Justices George Arestis, Fritz Brand and Dr Yongjian Zhang) awarded the Claimant the sum of QAR 1,561,060.45 by way of damages in its claim against the Defendant plus interest. It also ordered that the Defendant should pay the reasonable costs incurred by the Claimant in pursuing the claim to be assessed by me if not agreed ([2024] QIC (F) 4).
2. The background to the claim is that the Claimant is a company incorporated in the British Virgin Islands, and established and licensed through its Qatar Financial Centre ('QFC') Branch to do business in the QFC. The Defendant, AlJaber Engineering Company W.L.L., is a company incorporated under the laws of the State of Qatar.
3. The Claimant's business is to provide expert and advisory services in the construction and manufacturing industry. The dispute arose from a contract between the parties concluded on 4 May 2020 when the Defendant accepted a proposal by the Claimant for the latter to provide expert services in litigation between the Defendant and another party. The Claimant's case was that, following its services having been provided to the Defendant, the Defendant did not pay as agreed and that the amount outstanding was QAR 1,561,050.45. There were some payment discussions prior to the case being filed, but as the Defendant did not honour the agreement that came out of those discussions, the Claimant filed the claim for the full debt.
4. The claim went undefended despite being properly served. The Claimant then filed an application for summary judgment. The Defendant did not engage with the case. Judgment for the principal sum plus interest was therefore given in the Claimant's favour.
5. Unfortunately, the Defendant elected not to engage with the costs process, either. The Claimant now claims QAR 90,000 by way of its reasonable costs.

## Approach to costs assessment

6. 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.*

7. 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.

8. *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.

9. 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.*”

### **Submissions**

10. The Claimant’s lawyers have submitted a comprehensive and useful bundle of documentation comprising an Application Notice, submissions, and exhibits. Those exhibits are as follows:

- i. Application Notice.
- ii. Costs submissions.
- iii. The First Instance Circuit judgment (English and Arabic).

- iv. Invoice.
- v. Receipt voucher.
- vi. Timesheet.
- vii. Evidence of service.
- viii. Standard Terms of Business.

11. As highlighted above, the Defendant was served with the costs submissions but did not respond or engage in any way.

12. The Claimant's primary submission is that, under the criteria in *Hammad Shawabkeh v Daman Health Insurance Qatar LLC*, the total sum of QAR 90,000 claimed is reasonable and proportionate. They submitted that the work involved not only the written components (Claim Form, statement of claim, and summary judgment application etc.), but also "*significant*" time studying the Court's precedents and the Regulations and Procedural Rules (**'Rules'**). Typically, time spent on the Court's precedents and Rules is disallowed as lawyers are expected to be familiar with these and it would therefore be unfair to compel the unsuccessful party to meet these costs. I will make a reduction for these items accordingly. The work also included an enforcement application which was necessary as the judgment debt was not satisfied by the Defendant.

13. Looking at the matter in the round, I am of the view that a reasonable and proportionate sum for this piece of litigation, less time spent on the precedents of the Court and the Rules, is QAR 50,000. I also allow QAR 122 claimed for service through Qatar Post.

**By the Court,**



[signed]

**Mr Umar Azmeh, Registrar**

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.