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) 25

IN THE QATAR FINANCIAL CENTRE

CIVIL AND COMMERCIAL COURT

FIRST INSTANCE CIRCUIT

Date: 23 June 2024

CASE NO: CTFIC0073/2023

WAQAR ZAMAN

Claimant

v

MEINHARDT BIM STUDIOS LLC

1st Defendant

AND

MEINHARDT (SINGAPORE) PTE

2nd Defendant

JUDGMENT

Before:

Justice George Arestis

Justice Fritz Brand

Justice Helen Mountfield KC

Order

1. The Claimant's pecuniary claims against the First Defendant succeed. The First Defendant shall pay the Claimant the sum of QAR 612,000 plus 5% interest calculated from 30 November 2022 until the date of payment within 14 days of the date of this judgment.

2. The Claimant's claims for damages caused by stress and distress are dismissed.

3. If the Claimant's name is still contained on formal company documents in relation to either Defendant, the First Defendant must take steps to have it removed forthwith.

4. The First Defendant shall pay the reasonable costs of the Claimant to be assessed by the Registrar if not agreed.

Majority judgment (Justices Arestis and Mountfield KC)

1. This is a claim for unpaid wages and other emoluments and debts arising from a contract of employment between the Claimant and the First Defendant. The Claimant also makes claims for damages for stress and distress, and to have his name removed from official company records in the Qatar Financial Centre ('**QFC**') as having any association or position with the First Defendant.

2. The claim arises in the following way. The Claimant was employed by the Second Defendant from 12 May 2016 until 31 January 2021. His contract was then transferred to the First Defendant, and his contract of employment with the First Defendant continued until 30 November 2022. The Claimant worked in various roles, culminating in becoming a director of a business information modelling ('**BIM**') studio operated by the First Defendant.

3. The First Defendant is a limited liability company which, with effect from 9 August 2020, has been registered and licensed in the QFC. The First Defendant is and was at all material times 100% owned by the Second Defendant, which is not licensed or incorporated in the QFC.

4. It cannot be in dispute that this Court has jurisdiction over the First Defendant, a company registered and licensed in the QFC. At an earlier stage, the Claimant was also employed by Second Defendant, and although the allegations are of breach of contract by the First Defendant, it did appear that the actions of the Second Defendant might be linked with this, and so any claims against the Second Defendant could arise from a contract involving a QFC entity and thus fall within in our jurisdiction. On 14 February 2024, this Court made a preliminary ruling that it had jurisdiction over the entire claim ([2024] QIC (F) 5). In the event, the claims all turn on issues which relate only to the First Defendant, and so we do not need to revisit that jurisdiction decision.

5. When the First Defendant was incorporated in the QFC on 9 August 2020, Mr Mohammad Shahzad was indicated as its sole director while the Claimant was described as "*the person in charge*".

6. The First Defendant's business ran into financial difficulties, and it became difficult for it to meet its liabilities, including to its employees. The Claimant says, and has provided documents to support his claim, that he had not been paid his full agreed contractual salary since September 2021. He also asserts that he received lesser, partial payments in the months that followed, and that other emoluments arising from his contract of employment remain unpaid.

7. On 2 August 2022, the Claimant emailed Mr Shahzad to say that he had decided to resign from his position as director of the First Defendant. The Claimant attached his "*formal resignation*", and said that as per Qatari labour law, he would serve a three-month notice period to facilitate a transition, so that his last working day for the First Defendant would be 31 October 2022. In the event, he says, he continued to offer some work and assistance to the First Defendant beyond that date (his letter of resignation said that he would "*always be at MBS's disposal in any way possible to support the operations if required*").

8. In August 2023, the Second Defendant submitted a criminal complaint against the Claimant in Qatar for forgery and fraud. It is notable that in that complaint, the Second Defendant described the Claimant as "*an authorised signatory*" of the *First* Defendant (which could only mean that he had some contract with the First Defendant at that point in time). The complaint alleged that he had used the similarity of the names of the First and Second Defendants to accumulate debts on behalf of the Second Defendant. It was unclear if there was a continuing criminal investigation; Mr Zaman informed us that there was not. However, the merits of this complaint were not a matter before us.

9. On 30 November 2023, Mr Zaman lodged a civil claim against both companies with this Court, in which he made claims under various heads – for unpaid salary for 11 months until the end of November 2022, for unpaid air tickets, expenses, end of service benefits, compensation, and damages for mental stress, suffering and inconvenience, as well as a declaration to remove his name from company documents and "*removing my SEF status from QFC*". In this claim he did not distinguish between the two Defendants, saying that since the First Defendant was licensed and incorporated in the QFC, and the Second Defendant was a 100% shareholder of the First Defendant, the Court has jurisdiction in both claims.

10. On 31 December 2023, the Defendants lodged a Defence to the claim, making various allegations against the Claimant. However, they also brought a limitation defence (based on Qatari), and a submission that this Court lacked jurisdiction because the claim is against the Second Defendant which is not within the jurisdiction of the QFC.

11. Since this is a claim under QFC law, and not the law as asserted in the defence noted at paragraph 10, it does not appear to us that the limitation defence would avail the Defendants. As we have noted above, we made an interim jurisdiction decision on 14 February 2024, subject to any further arguments on jurisdiction which were put forward at the substantive hearing. Nothing was said at the substantive hearing to challenge our decision to accept jurisdiction.

12. There was, however, a further alleged barrier to the Claimant proceeding with a claim for damages against the Defendants, which is that in their Defence, the Defendants drew

attention to an email which, they said, showed that the Claimant had waived his right to claim against them. We note that the Defendants have never, in any specific terms, denied owing the amounts claimed by the Claimant in principle. They simply allege that he waived his rights.

13. In their Statement of Defence, the Defendants raised the defence of waiver in the following way. In an email of 25 September 2023, so the Defendants contended, the Claimant:

    i. Acknowledged that he had established a company operating in the same field as the Defendants and that that he gave this company a contract with the First Defendant in conflict with the interests of the Defendants.

    ii. Acknowledged in the same email that he had caused losses to the Defendants.

    iii. Pertinently agreed not to demand any amounts from the Defendants as compensation for these losses he had caused.

14. In support of these contentions, the Defendants annexed the Claimant's email of 25 September 2023 addressed to Mr Shahzad. The email refers to a meeting with Mr Ali Abdou of the Defendants during which Mr Abdou confronted the Claimant with a number of allegations against him.

15. In the email the Claimant then concluded with the statement that: "*I would like to suggest the following three options to resolve all these in a family* (sic) *way as you said and I am also on the same page*"; of particular relevance is the third option which was formulated thus by the Claimant (<u>emphasis added</u>):

> *Still, apart from all the above explanation if you feel cutting off all my salaries and end-of-service benefits and GLC payments is fair, I will happily accept and wouldn't complain to you.* <u>*Please prepare and send me any documents I will sign and close this issue*</u>*.*

16. In his email in response, which is also annexed to the Defendants' papers, Mr Shahzad said:

Thank you for your detailed email.

As you are aware, the company has suffered significant losses and has been in a hopeless situation. We have been trying to salvage what we can but MBS is a business saddled with huge debts, liabilities and poor reputation. In many ways the company is beyond repair.

Under these circumstances I am under pressure to take some tough decisions so that this can be a good example for others to look into.

As you know, I would like this matter to be settled amicably. In order for me to justify this approach, I suggest we go for option 3 ….

17. According to the email chain annexed to the Defendants' papers, the Claimant answered this email on 26 September 2023 in the following way (<u>emphasis added</u>):

Dear Omar,

Thank you very much for your response.

I can understand and respect your decision.

<u>Please proceed with the documents and send me for review and sign</u>.

18. In their Defence, the Defendants cited this email exchange and characterised it as constituting a defence to the Claimant's claim. They sought to submit that it was an absolute unilateral waiver by the Claimant of his claims for unpaid wages and other debts which he now says the Defendant owes him.

19. In response to this Defence, the Claimant said that his emails were induced by "*blackmail*" in that Mr Abdou, inter alia, threatened him with legal action by "*a very big firm …*" who prepared a "*very strong case*" against him. The Claimant also referred to a proposed written settlement agreement of compromise which he said was received from the Defendants, but which he found unacceptable and did not sign. He referred to the email he wrote on 22 October 2023 to Mr Abdou and Mr Shahzad in which he objected to the terms of the proposed compromise agreement which appeared to suggest that the Defendants had legitimate claims/complaints against the Claimant which they would withdraw if he did not proceed to claim his unpaid wages from them. To Mr Shahzad, the Claimant wrote that he respected him like an elder brother, and "*would respect his decision*" (not to pay his wages) – but not, it seems, the continuation of

allegations of wrongdoing against him. The crucial part of the email reads as follows (emphasis added):

> *... From my side, there is no requirement for an agreement because it's a single line commitment to you that I will not claim my rights if you don't want to pay, and your team will not play with the legal technicalities.*

20. At the virtual hearing before us on 28 April 2024 no witness evidence was presented by either party. With regard to such evidence, this Court had ordered that witness statements for each witness must be filed and served by 3 April 2024, and this was not done, despite guidance from the Registrar. Accordingly, as the Registrar had informed the parties in correspondence dated 17 April 2024, no witness evidence (including from the Claimant) would be permitted to be led. This meant that the Court had simply to reach the best available interpretation of the documents before it, without the help of oral evidence.

21. As we explained to the Claimant during the hearing, we were unable to consider his allegations of blackmail by the Defendants, because there was no evidence to support them. So, we did not consider the truth or otherwise of this assertion further. Instead, we turn to consider the terms of the email exchange between the parties on 25 and 26 September 2023.

22. We do not accept that, as the Defendants suggest, the proper interpretation of this email exchange is that the Claimant admitted a number of accusations made against him and waived his claims for unpaid wages etc. in the light of this. Rather, it seems to us that the Claimant was saying that he, too, wished to resolve the matter amicably, did not wish to engage in litigation, and so would walk away with his wages unpaid provided that these allegations were not made ("*if your team do not play with the legal technicalities*").

23. It is true that the Defendants say, in paragraph 10 of their Defence, that they filed a criminal complaint against the Claimant with the Public Prosecution Department on 1 August 2023 i.e. some seven weeks before the email of 25 September 2023. But, in that email, the Claimant makes no admissions as to the accusations made by the Defendant except that he gave a contract to his partner. He does not appear to be admitting that

he had done anything wrong, simply saying that he could not and/or would not fight the Defendants for his wages. We note also that despite the criminal complaints and the assertions in documents before us alleging poor conduct by the Claimant, neither Defendant put forward any evidence particularizing such actions, or any alleged damage caused by the Claimant's actions. This was surprising to us. If it was said that the Claimant decided to waive all claims against the Defendants in return for an agreement not to bring a strong counterclaim, one would have expected to see some evidence of such a claim. We had none.

24. It is also worth noting that after they filed the criminal complaint, the Defendants did not offer any evidence to support it and the criminal investigation was dropped, and so there is nothing from which we can draw the inference that the Defendants did or do have a valid counterclaim against the Claimant.

25. Rather, we see the email exchanges of 25 and 26 September 2023 as a negotiation between two parties in dispute as to which was in the wrong and which was responsible for the collapse of the Defendant companies. During the course of the negotiations, the Claimant set out three options for the First Defendant. In the email of 26 September 2023, the First Defendant opted for the third option, by which the Claimant would abandon all his claims, apparently because, "*I don't have any money to face legal action and my family cannot bear this*". It is worth noting that option 3 was unconditional i.e. the Claimant accepted this drop-hands solution in principle, but noted that the terms of the agreement were to be prepared by the Defendant, and then to be reviewed by him before being signed by him, to signify his agreement. That is, the precise terms of the agreement remained to be agreed. This is clear from the exchange of emails on 26 September 2023.

26. However, no such written agreement was ever signed by the Claimant. It seems that the draft agreement which the Defendant prepared for the Claimant's review and signature ultimately proved unacceptable to him, because it included a number of terms and conditions and admissions which were not part of the agreed "*drop hands*" option 3. These included accepting accusations which the Claimant had expressly rejected in an email of 25 September 2023. Indeed, it may be that the Claimant refused to sign precisely because the Defendant was seeking to get him to agree a basis for signature

(various admissions of fault) which he was not prepared to give. As we see it, it was this pressure to admit fault which the Claimant, acting as a litigant-in-person later described as "*blackmail*", but which in any event he refused to accept.

27. The fairest reading of these documents is that the Claimant felt under pressure to sign documents admitting fault, but ultimately declined to do so, and so the in-principle agreement to waive his claim fell away. In his email of 22 October 2023, the Claimant said that he would not sign the proposed agreement because what he had given was (emphasis added) "*a single line commitment to you that I will not claim my rights if you don't want to pay and you will not play with the legal technicalities"*. It seems that the Claimant felt that the Defendants were "*playing with the legal technicalities*" by trying to induce him to admit fault, and so his offer not to claim against the First Defendant was rescinded. He would not sign it.

28. The consequence of this refusal to sign (because the Defendants did put in "*legal technicalities*" which he did not accept) was that the terms of an in-principle agreement for the Claimant not to claim his rights were not agreed and recorded in writing, as – on the basis of the previous email exchanges – they had to be in order to become binding. Consequently, in the view of the majority of the Court, there was never a perfected agreement by which the Claimant waived his right to claim what he described as "*his rights*" under the contract of employment.

29. In those circumstances, we conclude that there was no unconditional waiver of the Claimant's pecuniary rights. Further to this, we underline the fact that, despite the allegations against the Claimant of misconduct which are said to have caused them loss and to have harmed their business – even leading to accusations of committing criminal offences – the First Defendant never terminated the Claimant's contract of employment. It remains uncontested that, as the Claimant stated in paragraphs (a), (b) and (f) of his Reply to the Defence, supported by Appendix 5 to the Reply, even after his resignation they continued to ask him to offer them his services. Although the Claimant gave notice of his resignation in August 2022, he continued working until October 2022, and it took until August 2023 for the Defendant to file a criminal complaint against the Claimant. But all the Defendants' allegations were vague and unsupported, and they never informed the Court of the outcome of the criminal investigations. It was also a curiosity

that the purported draft termination agreement which was prepared for the Claimant to sign (but which he never in fact signed) was intended to be as between the Claimant and the Second Defendant (not the First Defendant), even though the Claimant's employment with the Second Defendant had terminated on 31 January 2021 and had been transferred to the First Defendant. Moreover, the claims of harm appeared to relate to the Second Defendant, and not the First Defendant which was (by the time of the acts alleged) the Claimant's employer. It seems to us, on the balance of probabilities, that the accusations against the Claimant were raised as an afterthought to persuade the Claimant to abandon his claims against the Defendants.

30. No other defence to the claim for unpaid wages and expenses is advanced by the Defendants and accordingly we find the claim for unpaid wages and other emoluments in the amounts set out in the Claim Form to be made out. The employer at all material times when wages were unpaid was the First Defendant, not the Second Defendant, and accordingly it was the First Defendant which was liable for the Claimant's wages.

31. Thus, we find that the First Defendant is liable to the Claimant for:

    i. QAR 440,000 (unpaid salary for 11 months).

    ii. QAR 160,000 (unpaid annual leave for four years).

    iii. QAR 12,000 (unpaid air fare for four years).

32. We dismiss the Claimant's claim for the rest of the amounts claimed as they are not supported by any evidence. We make no award for damages for stress and distress. No legal basis for such a claim was advanced before us.

33. On the above amount (QAR 612,000) there will be interest at the rate of 5% per annum as of the date when the above amounts were due, that is as from 30 November 2022 when the Claimant stopped working with First Defendant, until the date of payment.

34. We note that the First Defendant appears to continue to hold the Claimant out as a director of the First Defendant, which is no longer the case. We order the First Defendant to take all necessary steps forthwith to remove this reference from official registers in the QFC.

35. As to costs, the Claimant's substantive claim against the First Defendant is made out. The Second Defendant's actions were closely linked to that of the First Defendant's and a relevant part of the history, although no proper legal basis for a claim against the Second Defendant was made out. However, since the Defendants were jointly represented, and drew no distinction between themselves in their submissions, and since it was the Second Defendant which brought criminal complaints against the Claimant, we do not consider it was unreasonable for him to name both Defendants in this action; nor is there any evidence that, by doing so, additional costs were incurred. Accordingly, we make no order as to costs between the Claimant and the Second Defendant, but order the First Defendant to pay the Claimant's reasonable costs of this action, if any, to be assessed if not agreed.

36. We should add for completeness that some days after the hearing, the Claimant sought without warning to lodge further submissions. This is not the regular course of Court process, and we would not have considered these without a formal application being made to admit late submissions, explaining the reason for the delay, and without giving the Defendants an opportunity to consider the and to make any submissions in Reply. This sort of ambush is to be deprecated. However, we have reached our conclusion on the documents which had been placed before the Court in advance of the hearing and the submissions lodged at the hearing only, and so we did not need to consider these late submissions. They did not inform our reasoning.

Dissenting judgment (Justice Brand)

37. The practice in this jurisdiction is not to write minority judgments, but rather to endeavour to reconcile differences in reasoning instead. Yet, where the difference between the members of the constitution about the outcome proves to be diametrically opposed, a minority judgment becomes unavoidable. That is what has happened in this case. Although I have not seen the judgment of my colleagues in final form, it became

clear to me during our post hearing discussions and our email exchanges that they are of the view that the Claimant's claim should succeed, while my conclusion is that it should fail.

38. Before I turn to the reasons for my respectful disagreement with the majority view, I find it appropriate to comment on jurisdiction since I took joint responsibility for the interim judgment of 14 February 2024 which dismissed the Second Defendant's jurisdictional challenge. As appears from the majority judgment, it essentially rested on the notional possibility that the Claimant's claim against the Second Defendant could derive from his contract with a QFC entity, that is, the First Defendant, which would trigger the jurisdictional provision. It since transpired that the Claimant's claim against the Second Defendant is not founded on a relationship with the First Defendant, but on a discrete contract between him and the Second Defendant which preceded his contract with First Defendant. In these circumstances, this Court has no jurisdiction over Second Defendant. In the result the claim against that Defendant should in my view be dismissed, as was predicted in paragraph 15 of the jurisdiction judgment.

39. This brings me to my reasons for disagreement. I shall start with the bifurcation. It arises from the Defendants' defence of waiver which is raised in paragraphs 7 – 9 of their Statement of Defence in broadly the following way. In an email of 25 September 2023, so the Defendants, contended, the Claimant:

    i. Acknowledged that he had established a company operating in the same field as the Defendants and that that he had afforded this company a contract with the First Defendant which was in conflict with the interests of the Defendants.

    ii. Acknowledged in the same email that he had caused losses to the Defendants.

    iii. Pertinently agreed not to claim any amounts from the Defendants as compensation for these losses he had caused.

40. In support of these contentions the Defendants annexed the Claimant's email of 25 September 2023 addressed to Mr Shahzad and copied to Mr Abdou of the Meinhardt Group. In this email the Claimant:

    i. Referred to a meeting with Mr Abdou during which Mr Abdouconfronted him with a number of allegations against him.

    ii. Told Mr Shahzad that, "*Meinhardt and especially you have given me huge support throughout my tenure and elevated my career which I cannot pay back in whole my life* (sic)."

    iii. Admitted some of the allegations against him and denied others. Amongst those he seemed to admit, at least by implication, were that he caused financial losses to the company and that he awarded a contract "*to my partner in another company*." With regard to the former admission, he inter alia said, "… *I understand that Meinhardt has gone through losses and that mainly could be because of my bad management, inexperience and wrong decisions."*

    iv. Concluded with the statement that: "*I would like to suggest the following three options to resolve all these in a family way as you said and I am also on the same page".*

41. Of particular relevance is the third option which the Claimant formulated thus:

> *Still, apart from all the above explanation if you feel cutting off all my salaries and end-of-service benefits … is fair, I will happily accept and wouldn't complain to you. Please prepare and send me any documents I will sign and close this issue.*

42. In his responding email of the same date, which is also annexed to the Defendants' papers, by Mr Shahzad said:

> *Thank you for your detailed email.*

> *As you are aware, the company has suffered significant losses and has been in a hopeless situation. We have been trying to salvage what we can but MBS is a business saddled with huge debts, liabilities and poor reputation. In many ways the company is beyond repair.*
>
> *Under these circumstances I am under pressure to take some tough decisions so that this can be a good example for others to look into.*
>
> *As you know, I would like this matter to be settled amicably. In order for me to justify this approach, I suggest we go for option 3 ….*

43. According to the email chain annexed to the Defendants' papers, the Claimant answered this email on 26 September 2023 in the following way:

> *Dear Omar,*
>
> *Thank you very much for your response.*
>
> *I can understand and respect your decision.*
>
> *Please proceed with the documents and send me for review and sign.*

44. In his Statement of Claim, the Claimant did not refer to this email exchange at all. But in his Reply his explanation was that his emails were induced by "*blackmail*" in that Mr Abdou, inter alia, threatened him with legal action by "*a very big firm Al Thani Law Firm*" who prepared a "*very strong case*" against him.

45. In this regard the Claimant also referred to a proposed written agreement of compromise which he received from the Defendants' legal representatives. Apart from the express waiver of all claims the proposed agreement also contained admissions by the Claimant of "*violations and transgressions he committed while managing"* the First Defendant.

46. The Claimant refused to sign the proposed written agreement of compromise. The refusing email, dated 22 October 2023, is annexed to the Reply papers. According to this email the Claimant's objection is mainly directed at what he described as the false allegations which he was asked to admit in terms of the proposed agreement. In the last part of the email, which was expressly directed to Mr Shahzad personally, he inter alia wrote:

> *… From my side, there is no requirement for an agreement because it's a single line commitment to you that I will not claim my rights if you don't want to pay, and your team will not play with the legal technicalities.*

47. At the virtual trial before us on 28 April 2024, no oral evidence was presented by either party. The allegations of waiver relied upon by the Defendants in their Statement of Defence therefore stand uncontradicted by any evidence on behalf of the Claimant who bears the onus to do so. As we explained to the Claimant during the hearing, we were unable to consider his allegations of blackmail by the Defendants because there was no evidence to support it. With regard to such evidence, this Court had ordered that witness statements for each witness must be filed and served by 3 April 2024, and this was not done. Accordingly, as the Registrar had informed the parties before the hearing, they were unable to lead oral evidence. So, we did not consider the truth or otherwise of this assertion further.

48. But in any event, the allegations of blackmail are wholly inconsistent with the tenor of the email exchange between the parties on 25 and 26 September 2023. As I see it, the first email by the Claimant contains what amounts to (i) admissions of his misconduct in managing the affairs of the First Defendant; (ii) pleas in mitigation; and (iii) an offer of settlement by way of three options to the Defendants. In short, it is simply not to be reconciled with an email induced by duress.

49. Similarly, the Claimant's reaction to the proposed settlement agreement is equally inconsistent with being induced by blackmail. According to his email of 22 October 2023, the Claimant reiterated that he need not sign the proposed agreement and the proposed express admissions of guilt because his waiver is "*a single line commitment to you that I will not claim my rights if you don't want to pay*."

50. Some days after the hearing the Claimant, quite irregularly, sought to introduce a new answer to the waiver defence. He did so in terms of an email to the Registrar dated 2 May 2024 which relies on the allegation that he is entitled to discard his commitment not to claim his salary and other benefits because the Defendant had reneged on their waiver agreement. In support of the allegation the Claimant referred to two criminal

charges laid by the Defendant against him on 1 August 2023 and again on 6 March 2024, both of which were dismissed by the Public Prosecutor.

51. But I do not believe that we can allow the Claimant to rely on this new answer. It is simply impermissible for a party to raise an answer to his opponent's case which relies on allegations introduced after the hearing. It is irregular because it is highly prejudicial to the other side who has no opportunity to answer, let alone test, the allegations relied upon. This is particularly so where, as in this case, the allegations are patently introduced because the Claimant felt the shoe pinching at the hearing. Initially the Claimant did not refer to the waiver at all. When it was introduced by the Defendants, he raised the answer of blackmail. During argument at the hearing, it must have become apparent to him that, in the light of his email exchange with Mr Abdou and Mr Shahzad, his blackmail would not stand up to scrutiny. In consequence he sought to change tack by relying on post hearing allegations of breach of the waiver agreement by the Defendants. That is simply impermissible.

52. This brings me to the conclusion reached by the majority that the waiver of 25 September 2023 was not an unconditional waiver. More specifically, so the majority holds, the waiver was subject to being reduced to a written agreement. Since that condition was never fulfilled, so the majority concludes, it does not bind the Claimant. I find myself in respectful disagreement with that construction of the email exchange.

53. Firstly, the construction was never pleaded. On the contrary, the Claimant's only answer to the waiver plea raised in Reply was that it was induced by blackmail. In a belated attempt to salvage the position after the hearing when it must have become plain to the Claimant that the blackmail answer could not be sustained, he sought to avoid the consequences of his waiver by contending that it had been breached, but never did he contend that the waiver was conditional.

54. My second difficulty, aligned to the first, is that the construction of a conditional waiver is not supported by any evidence. Had the Claimant given that evidence it could have been tested and responded to by the Defendant. But it was not. Finally, and perhaps most significantly, the conditional waiver construction is, in my view not supported by the contents of the email exchange itself. It is true that the Claimant's email of 26

September 2023 refers to a document that he will sign. But, that comment is equally reconcilable with the notion for a written memorial of an already binding agreement as opposed to the stipulation of a written agreement as a condition for rendering the agreement binding.

55. What seals the debate against the construction favoured by the majority, as I see it, is the Claimant's reaction to the written agreement proposed by the Defendant's legal representatives in his email of 22 October 2023. In that email his objection is against the admissions of guilt reflected in the proposed agreement. He has no problem with the waiver part of the proposed agreement. On the contrary, he insists that the waiver which he confirms should consist of no more than the one liner already contained in his email of 25 September 2023.

56. For these reasons I would dismiss the Claimant's claims with costs to be assessed by the Registrar if not agreed upon between the parties.

By the Court,

[signed]

Justice Helen Mountfield KC (writing for the majority)

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

Representation

The Claimant was self-represented.

The Defendant was represented by the Al-Thani Law Firm (Doha, Qatar).