



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: [2025] QIC (C) 1

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

Date: 3 March 2025

CASE NO: CTFIC0039/2024

INTERNATIONAL LAW CHAMBERS LLC

Claimant

V

ANVIN INFOSYSTEMS WLL

Defendant

JUDGMENT

Before:

Mr Umar Azmeh, Registrar

Order

1. The Defendant is to pay the Claimant the sum of **QAR 2,250** forthwith.

Judgment

Introduction

1. On 24 October 2024, the First Instance Circuit issued a judgment ([2024] QIC (F) 44) awarding the Claimant (the Respondent upon the application for permission to appeal) the sum of QAR 68,425 by way of unpaid legal fees, plus interest. I assessed the Claimant's reasonable costs as QAR 6,425 in a judgment issued on 17 December 2024 ([2024] QIC (C) 17). Both sums have been satisfied by the Defendant (the Applicant upon the application for permission to appeal).
2. The Defendant applied for permission to appeal the judgment of the First Instance Circuit. That application was dismissed by the Appellate Division on 4 February 2025 ([2025] QIC (A) 3). The Appellate Division noted in paragraph 2 of its order that the Applicant was to "pay the costs incurred by the Respondents" to be determined by me if not agreed. Unhappily, as with the costs before the First Instance Circuit, the sum has not been agreed and it therefore falls to me to make an order.

Approach to costs assessment

3. 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.

4. 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.

5. *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.

6. 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.*”
7. It is also established in this Court that self-represented law firms are entitled, as a matter of principle, to recover professional costs incurred in furtherance of bringing a claim, provided the costs claims are reasonable (see *Pinsent Masons LLP (QFC Branch) v Al-Qamra Holding Group* [2018] QIC (C) 2018 at paragraphs 18-29, *Dentons & Co (QFC Branch) v Bin Omran Trading & Contracting LLC* [2020] QIC (C) 3 at paragraph 9, *Whitepencil LLC v Ahmed Barakat* [2024] QIC (C) 3 at paragraph 18, *Eversheds Sutherland (International) LLP v Harinsa Contracting Company (Qatar) WLL* [2024] QIC (C) 5 at paragraphs 14 and 18, and *Eversheds Sutherland (International) LLP v Gulf Beach Trading & Contracting WLL* [2024] QIC (C) 12).
8. The relevant principles from the caselaw are now codified into Practice Direction No. 2 of 2024 (Costs).

Submissions of the parties

9. The Claimant/Respondent filed and served a ledger that discloses 5 hours of work at QAR 750 per hour. This was provided to the Defendant/Applicant on 12 February 2025 for agreement.
10. On 23 February 2025, the Defendant/Applicant wrote to the Court, inter alia, as follows:

We would like to mention that such legal fees requested by ILC should have been a part of the claim as every case filed for damages and contract breach includes clauses on the lines of “payment of administrative expenses “so such additional payment shouldn’t be requested after final judgment of the esteemed court of QICDRC.
11. Other parts of that communication have not been included in this judgment as they are not pertinent to my assessment. Following a further query from the Court, the Defendant/Applicant stated that it was content for me to assess the proper amount forthwith, and did not respond to a further query from me as to whether it had anything further to add.

Analysis

12. The only point that the Defendant/Applicant has made is that these costs should have been part of the original claim, and that additional expenses should not be sought after the final judgment of the Court.
13. However, this argument is misconceived. The Claimant/Respondent was successful in its case. The First Instance Circuit awarded it the judgment debt, plus interests, and costs. I then assessed those costs. Those costs related to the costs of the proceedings before the First Instance Circuit culminating in the judgment issued on 24 October 2024.
14. The costs that now fall to be assessed relate to the proceedings before the Appellate Division. The Defendant/Applicant applied for permission to appeal against the judgment of the First Instance Circuit of 24 October 2024. The Court directed that the Claimant/Respondent provide a written response to the Defendant/Applicant's grounds of appeal. It duly provided one. It is those costs that were incurred in compiling that written response that the Claimant/Respondent is entitled to recoup pursuant to the Appellate Division's order.
15. The hourly rate claimed is at the low end of the broad market rate within Doha for law firms (see by way of examples the rates claimed), and I am also of the view that 5 hours is a reasonable time to spend having drafted the written response. That response was a comprehensive document spanning some 5 ½ pages and responded to the points that were raised by the Defendant/Applicant.
16. As I noted in the previous costs judgment for this matter, this Court will seldom allow "*research*". There are two hours that have been allocated to "Legal research". I disallow these.
17. This leaves 3 hours equating to QRA 2,250. This is plainly reasonable in my view, both in amount and reasonably incurred. The compiling of the written response within 3 hours is perfectly reasonable, and indeed is on the fast side. The total sum is also clearly proportionate when set against the matters in paragraph 5, and this was a response that was ordered by the Appellate Division from the Claimant/Respondent. The

Claimant/Respondent was also entirely successful in that the application was dismissed by the Appellate Division.

18. This was, given the sum involved, clearly a matter that ought to have been settled without expending judicial resource. Parties should, the Court hopes, be mature and with sufficient insight to agree where appropriate, and this was one of those situations quite clearly.

19. The Defendant/Applicant must pay the Claimant/Respondent **QAR 2,250** forthwith.

By the Court,



[signed]

Mr Umar Azmeh, Registrar

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

Representation

The Claimant was self-represented.

The Defendant was self-represented.