



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: [2023] QIC (F) 31

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

Date: 27 July 2023

CASE NO: CTFIC0028/2023

ACCORD PITCH LLC

Claimant

v

NEW SMART CONTRACTING AND SERVICES WLL

Defendant

JUDGMENT

Before:

Justice Fritz Brand

Justice George Arestis

Justice Yongjian Zhang

Order

1. The Defendant is forthwith to pay the Claimant the sum of QAR 158,610.00, together with interest on the said amount, calculated at the rate of 5% per annum, from 19 December 2022 until the date of payment.
2. The Claimant is entitled to recover the costs incurred by it in pursuing this claim from the Defendant, the reasonableness of such costs to be assessed by the Registrar if not agreed between the parties.

Judgment

1. The Claimant in this matter is Accord Pitch LLC, a company established in the Qatar Financial Centre ('QFC'), where it is licenced to provide various services including planning, consulting and hospitality solutions. The Defendant, New Smart Contracting and Services WLL, is a company established in the State of Qatar, but outside the QFC.
2. On 6 November 2022, the parties entered into a subcontract agreement in terms whereof the Defendant undertook to provide the Claimant with temporary manpower for the execution of the Claimant's obligations in FIFA World Cup 2022 related projects. On 11 December 2022, the Defendant issued an invoice to the Claimant for services rendered by it pursuant to the agreement in an amount of QAR 30,870.00. On 19 December 2022, the Claimant intended to settle this invoice, but by shifting the decimal point in error, it transferred an amount of QAR 308,780.00 into the bank account of the Defendant instead, resulting in an overpayment of QAR 277,910.00.
3. On 24 December 2022, the Defendant submitted its second invoice under the agreement for an amount of QAR 69,300.00, which was set off against the overpayment, reducing the balance thereof to QAR 208,610.00. Thereafter, no further services were rendered and no further invoices issued by Defendant under the agreement.
4. After several demands for repayment, the Defendant, in an email of 2 March 2023, admitted liability for the overpaid amount and committed itself to ensure repayment, but requested to do so by way of QAR 50,000.00 instalments. That offer was accepted by the Claimant. On 6 March 2023, the Defendant honoured its undertaking by paying the first instalment of QAR 50,000.00. Thereafter and despite repeated demands first

by the Claimant itself, and later through its legal representatives, no further payments were made. Instead, the Defendant kept on making promises on several occasions that payment would be forthcoming, but it never did.

5. Eventually the Claimant instituted the current proceedings in this Court on 31 May 2023 for the balance of the overpayment in an amount of QAR 158,610.00 which remains outstanding, but despite proper service on the Defendant, no notice of opposition was filed. Hence the matter is unopposed and the factual allegations in the Claimant's claim stand uncontroverted. In any event, these allegations seem to be well supported by documentary evidence annexed to the claim and duly served on the Defendant.
6. Subsequently, the Claimant brought an application for summary judgment in terms of article 22.6 of the Regulations and Procedural Rules of this Court, read with Practice Direction No.2 of 2019, which was served on the Defendant in accordance with the provisions of that Practice Direction on 9 July 2023. But this application also remains unopposed.
7. For the basis of its claim the Claimant relies on what is known in English common law as unjust enrichment and in continental legal systems as an action for unjustified enrichment, deriving from the *condictio indebiti* in Roman Law. Although no authority has been cited for an action of this kind in a judgment of this Court, we have no doubt that this equitable remedy should be recognised in our jurisdiction. In addition, the Defendant is also liable in contract on the basis of its repeated undertakings to repay the overpaid amount, undertakings which were accepted by the Claimant.
8. In the circumstances we are satisfied, as contemplated by paragraph 4 of Practice Direction No.2 of 2019, that the Defendant has no prospect of successfully defending the claim.
9. In addition, we find that the Claimant is entitled to interest on the balance of the overpaid amount, calculated at the rate of 5% per annum from the date of overpayment, which was 19 December 2022, to date of payment and to the reasonable costs incurred by it in pursuing this claim.

10. These are the reasons for the order that we make.

By the Court,



[signed]

Justice Fritz Brand

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

Representation

The Claimant was represented by John & Wideman LLC (Doha, Qatar).

The Defendant was unrepresented and did not appear.