



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) 43**

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

**Date: 1 October 2023**

**CASE NO: CTFIC0053/2023**

**QATAR FINANCIAL CENTRE AUTHORITY**

**Claimant**

**v**

**MJ MASHA LLC**

**Defendant**

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**JUDGMENT**

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**Before:**

**Justice Dr Rashid Al-Anezi**

**Justice Fritz Brand**

**Justice Yongjian Zhang**

## **Order**

1. The Defendant is to pay the Claimant forthwith an amount of \$23,000 (comprising unpaid annual fees and financial penalties), together with interest on the said amount calculated at the rate of 5% per annum from the date of this judgment until the date of payment.
2. To the extent that any costs were incurred by the Claimant in pursuing this claim, it is entitled to recover those costs 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 the Qatar Financial Centre Authority ('QFCA'). The Defendant, MJ Masha LLC, is a company established in the Qatar Financial Centre ('QFC'). On 8 April 2018, the Defendant was licenced by the QFCA to conduct the business of "*Management Offices Activities and Professional Services of Advising/Consulting*". That licence was withdrawn by the Claimant on 7 June 2022; but, despite the withdrawal of its licence, the Defendant remains registered in the QFC.
2. Because of the sum involved and the nature of the issues arising, the claim has been allocated by the Registrar to the Small Claims Track of this Court under Practice Direction No. 1 of 2022. In accordance with this Practice Direction, we concluded that it is appropriate to determine the issues in this case on the basis of the written material before us, and without hearing oral evidence or argument.
3. We are satisfied that the Defendant has been duly notified about the claim and served with the documents before us. In adopting the principle established as a general rule in Small Claims Track cases, we decided to approach the matter as an application for summary judgment under article 22. 6 of the Court's Regulations and Procedural Rules, read with Practice Direction No. 2 of 2019, despite the absence of a formal application contemplated by paragraph 4 of that Practice Direction. This in accordance with the view expressed in *Aegis Contracting Services LLC v Diamond Worldwide Trading & Services WLL* [2023] QIC (F) 23 at paragraph 2 that:

*... it is important that [cases allocated to the Small Claims Track] be determined as quickly as possible and efficiently as possible and where, as happened in this case the matter goes undefended, it is in keeping with the Practice Direction for this Court to go on to determine the claim ... without the need for any application for summary judgment to be made. This will ensure the objective of the Practice Direction- to deal with small claims quickly and efficiently- is met.*

4. The claim under consideration is supported by a sworn witness statement by the senior manager in the Claimant's Enforcement Department, Mr Ian Andrew Wilson, which in turn relies on documents annexed to the statement. Proper service of all these documents on the registered address of the Defendant elicited no formal notice of opposition, nor any response by it; hence, the Claimant's version of the facts stands uncontradicted.
  
5. In broad outline, the facts averred by Mr Wilson are as follows:
  - i. In accordance with the terms of its licence, the Defendant was obliged to pay the Claimant an annual fee of \$5,000.
  
  - ii. The Defendant was invoiced for the amount of the annual fee payable by it in respect of 2020, 2021, and 2022, but despite these invoices and numerous subsequent demands, these fees – in an aggregate amount of \$15,000 – remain outstanding.
  
  - iii. The Defendant's failure to pay these annual fees constituted a contravention of the QFC General Rules for which the Claimant imposed a financial penalty of \$1,500 on 8 March 2023, as it was entitled to do in terms of its Rules. Despite being informed of its right to appeal against that decision to the QFC Regulatory Tribunal within 60 days, the Defendant had failed to do so, and in consequence the imposition of the penalty became final.
  
  - iv. In terms of General Rule 8.9 of Part 2 to the QFCA Rules, the Defendant was obliged to submit a report on its Ultimate Beneficial Ownership before 21 December 2021. Its failure to comply with this requirement

constituted another contravention of these Rules for which the Claimant imposed a financial penalty of US\$6,500 on 22 May 2022, as it was empowered to do in terms of its Rules. Again, the Defendant, despite being informed of its right to do so, had failed to lodge an appeal against that decision, in consequence whereof the decision became final after 60 days.

v. Rule 4.2.4 of Part 5 to the QFCA Rules states, “*any penalty that is not paid within the period stipulated by the QFCA may ... be recovered by the QFCA as a debt*”

6. We are satisfied that on the Claimant’s version of the facts, which are uncontroverted, the Defendant has no prospect of successfully defending the claim, and that in consequence the Claimant is entitled to summary judgment (i) in an amount of \$15,000 for annual fees; and (b) an amount of \$8,000 in financial penalties; that is, a total amount of \$23,000 in aggregate.
7. Although no order is sought with regard to interest and costs, we can see no reason why the Defendant should not be liable for interest at 5% on the amount awarded from the date of judgment and for the reasonable costs incurred by the Claimant, if any, in pursuing his claim.

**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 its in-house Legal Department (Doha, Qatar).

The Defendant did not appear and was not represented.