

What is the Secret Behind a Quick Judgment in Qatar?

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Indeed, in December 2015 the press reported that the Supreme Judicial Council had removed several court experts from its approved experts list due to the delays in cases assigned to them and further, a few have been referred to the Public Prosecution to be questioned in respect of alleged wrongdoing and dereliction of duty.

This article considers recent litigation which has offered the prospect of quicker access to justice for parties in Qatari litigation disputes.

Historically, the Qatari courts, when faced with matters of a technical nature or a requirement to deal with voluminous documentation as typically associated with construction disputes, will usually issue a preliminary judgment to appoint an expert to meet the parties, study the subject matter and write a report with their findings. At that stage, the parties have the right to object to the report and the court may send the file back once again to the expert if it finds that the objections raised by the parties need to be addressed. Eventually once the court is satisfied with the final report it will rely heavily upon it in making its determination. Furthermore, even in simple and direct monetary claims, the Qatari courts have tended to refer such cases to an expert.

This prolonged process takes approximately 6 to 18 months. As a result, it can financially debilitate businesses due to the uncertainty caused by the overhanging litigation.

However, in two recent cases before the civil and commercial court circuits in Qatar's Court of First Instance, a new and potentially significant approach has developed which has reduced the time taken for the issuance of a judgment.

Both cases involved monetary claims and resulted in the issuance of a judgment within a period of less than four months from the date that the claim was filed. In both cases, the Court reached its decision without the appointment of an expert.

It is necessary to briefly consider each case in order to further analyse this alternative approach taken by the Qatari Courts.

The first case involved a subcontractor's claim for QAR 6 million against a main contractor in respect of unpaid dues arising from the full execution of the contract.

The Court found in favour of the Claimant (the sub-contractor) on three findings:

- The document submitted by the Claimant established a contractual relationship between the parties.
- The Claimant carried out the agreed works as contracted.
- The Respondent admitted the debt in writing.

Further, it should be noted that the Respondent, which had been served duly with the case summons, did not appear to refute the claims.

The second case involved a seller's claim of unpaid instalments (in addition to the remaining purchase price pre-matured due to the buyer's failure). The Court based its judgment on the following findings:

- The document submitted by the Claimant established the contractual relationship between the parties.
- The buyer failed to pay his dues and thus a breach of the contract was established.
- The buyer and guarantor's failure to appear to refute the claim with a sound defence.

In summary, these two claims were both monetary claims and similarities were present as noted by the reasons founded upon by the Court in its respective judgments.

What does the future hold?

As set out, for many parties excessive delay is the most worrisome issue in civil and commercial litigation in Qatar with the preliminary appointment of a court appointed expert appointment being highlighted as one, if not the major exacerbating factor.

The recent case developments give some encouragement to the prospect that the appointment of an expert (and the associated delay) can be avoided at least in some cases.

In order to try and avoid the appointment of an expert, litigants ought to provide all relevant documentation related to the matter to their lawyers for consideration.

It goes without saying that the Court is much more likely to fast track a decision without the reliance of a court appointed expert in circumstances where a claim is supported by clear and convincing evidence and observance with the other governing rules and procedures that the Court requires.

Furthermore, it should be borne in mind that even in complex contractual claims, an explicit or implied admission may be considered as conclusive evidence and a determinative factor. In the event of such an admission, the prospect of the judgment being issued without the appointment of an expert will certainly be increased.

Where possible, it is to be hoped that procedural delays will be avoided and that the Qatari Courts will continue to issue judgments without recourse to court appointed experts.

Our Qatari litigation practice at Al Tamimi can assist with all enquires related to these developments. For further information please do get in touch.