



2nd Defendant

AND

~~NIGEL PERERA~~

~~3rd Defendant~~

AND

SOUAD NASSER GHAZI

~~4th Defendant~~

AND

~~REMY ABBOUD~~

~~5th Defendant~~

AND

~~MARC REAIDI~~

~~6th Defendant~~

AND

INTERNATIONAL BUSINESS DEVELOPMENT GROUP WLL

~~7th Defendant~~

AND

~~QATAR GENERAL INSURANCE & REINSURANCE COMPANY QPSC~~

~~8th Defendant~~

JUDGMENT

Before:

Justice Fritz Brand

Order

1. The Claimant's application to amend its Statement of Claim is granted with no order as to costs.
2. The First Defendant is ordered to pay the following amounts to the Claimant:
 - i. QAR 1,561,205.
 - ii. QAR 493,418.
 - iii. QAR 361,188.
3. The First Defendant is to pay the costs incurred by the Claimant in pursuing its claim for payment of these amounts, to be determined by the Registrar if not agreed upon between the parties.
4. The Claimant's application for leave to discontinue the proceedings against the fourth and the seventh Defendants is hereby granted with no order as to costs.

Judgment

1. The Claimant in this matter, Amberberg Limited, is a company incorporated in the British Virgin Islands. The first Defendant, Prime Financial Solutions LLC ('**Prime**'), is a corporate entity established and licenced to do business in the Qatar Financial Centre ('**QFC**'). Proceedings in this matter started on 11 November 2023 when the Claimant instituted action against eight Defendants. In its original rendition, the Statement of Claim ran over 49 pages. It related to disputes between the Claimant and the various Defendants arising from the Claimant's acquisition of the shares and substantial investments in Prime between November 2019 and August 2022.

2. From the start, the Statement of Claim was convoluted, repetitive, and difficult to understand. In addition, it bears the scars of subsequent amendments which renders the document virtually incomprehensible. But, as it turned out, the present dispute is confined to claims against Prime only, resting on grounds formulated in a simplified amended Statement of Claim. In consequence, the background facts can be confined to those which are strictly necessary for a proper understanding of my conclusion with regard to these remaining disputes.

Background

3. According to the Statement of Claim in its original form, the basis of the Claimant's case against the eight Defendants was in sum:
 - i. At all times relevant hereto, Prime was authorised by licence to conduct business as an insurance broker in the QFC. Accordingly, it was subject to the regulations and requirements of the QFC Regulatory Authority (the '**QFCRA**') in general, and those pertaining to insurance mediators or brokers in particular.
 - ii. Mr Rudolfs Veiss is the sole shareholder of the Claimant who at all times acted on its behalf. On 12 December 2019, Mr Veiss, acting on behalf of the Claimant, entered into a Share Purchase Agreement (the '**SPA**') in terms whereof the Claimant agreed to acquire 100% of the issued shareholding in Prime. Prime itself was not a party to the SPA.
 - iii. During negotiations preceding the SPA, Prime was represented by the third Defendant, Mr Thomas Perera who made representations to Mr Veiss regarding the financial position of the first Defendant and its relationship with the QFCRA.
 - iv. These representations turned out to be false in that Mr Perera did not disclose a debt by Prime to Ms Aycan Richards in an amount of GBP 100,000, and that the company was in fact subject to legal action by Ms Richards. Nor did Mr Perera disclose to Mr Veiss that, as the CEO of Prime, he was investigated and subsequently fined by the QFCRA for money laundering and anti-terrorist financing issues.

- v. The Claimant's representative, Mr Veiss, was induced by these material misrepresentations to enter into the SPA; to lend and advance substantial sums of money to Prime both before and after entering into the SPA; and to make a substantial capital investment in Prime.
 - vi. In addition, and apart from these misrepresentations, Prime owed a duty of care to the Claimant as an investor and shareholder to comply with the QFCRA regulations. The second to sixth Defendants as directors and senior employees of Prime were under statutory duties and therefore owed a similar duty of care to the Claimant as an investor and shareholder to comply with the QFCRA regulations.
 - vii. Prime and the second to sixth Defendants acted in breach of these duties. As a result, the Claimant suffered a loss which he sought to recover from the first to sixth Defendants, jointly and severally.
 - viii. As to the seventh Defendant, the Claimant's case was that as the parent company of Prime, it has given an undertaking to honour the commitments of Prime. The eighth Defendant was sued for the liabilities of Prime in its capacity as a professional indemnity insurer of the latter.
4. The procedural history of the matter shows that in the interim, the claims against the individual Defendants were dismissed, one by one, on different grounds. So, the claims against the second and third Defendants were dismissed for the Claimant's failure to comply with an order by this Court to put up security for these Defendants' costs; the claims against the fifth and sixth Defendants were dismissed for lack of jurisdiction; and the claim against the eighth Defendant was dismissed pursuant to a summary judgment application on the basis that the Claimant had no prospect of succeeding with its claim.
5. Accordingly, when the matter was eventually enrolled for a remote hearing on Sunday 25 May 2025, there were only three Defendants left. They were Prime, as the first Defendant, Ms Souad Nasser Ghazi, the fourth Defendant, and International Development Business Group WLL, as the seventh Defendant. But shortly before the hearing, the Claimant brought an application to amend its Statement of Claim, inter alia

by withdrawing its case against the fourth and seventh Defendants. Since these two Defendants never entered a proper appearance to defend, I could not find any reason why the order sought, to withdraw the claims against them with no order as to costs, should not be granted.

6. Before the hearing, the Claimant was represented in these proceedings by Mr Veiss personally. Meaning no disrespect, the fact that he has no legal training is plain from the convoluted and confusing way in which he sought to present the Claimant's case in its Statement of Claim. At the hearing, the Claimant was represented for the first time by counsel, Mr Oliver McEntee, who was instructed by Eversheds Sutherland (International) LLP (Doha, Qatar). Apart from abandoning the claims against the fourth and seventh Defendants, the amendment sought was clearly aimed, first, at clarifying the Claimant's causes of action against Prime and, second, at motivating the contention that this Court has jurisdiction to grant the relief claimed against Prime. Despite the lateness of the amendment application, I decided that it should be granted. First, because Prime never entered an appearance to defend and can therefore hardly be heard to plead prejudice. Second, because I think the elements of the case now relied on by the Claimant can be found in the Statement of Claim as it stands, albeit that they were formulated in a confused and round-about way.
7. In support of its case, the Claimant relies on a Witness Statement deposed to by Mr Rudolf Veiss. Because there is no appearance and hence no counter version presented by Prime, the matter is approached on the basis that Mr Veiss' version of the facts is to be accepted unless it is so untenable as to be rejected out of hand.
8. The first part of the claim is for the repayment of two amounts of QAR 493,418 and QAR 361,188, allegedly advanced to Prime so as to enable it to settle its debts. Although no allegation is made in the Statement of Claim or the Witness Statement by Mr Veiss, that Prime undertook to repay these advances, such undertaking can in my view be implied pursuant to article 53 of the QFC Contract Regulations 2005, thus establishing an agreement of a loan. Moreover, I believe it can be accepted with confidence that this Court has jurisdiction to grant an order for repayment of these loans, since it flows from a contractual dispute, arising from the loan agreements, where one of the parties to the contract is an entity established in the QFC (Prime), as

envisaged by article 8.3c/3 of the QFC Law No. 7 of 2005 read in conjunction with article 9.1.3 of the Court's Regulations and Procedural Rules (the '**Rules**').

9. The second part of the claim is for the recovery of the Claimant's capital contribution to Prime in an amount of QAR 1,561,205. It is not a claim based on contract. It is a claim formulated in tort. There is no QFC code on tort. Yet, the Court derives the authority to deal with matters of this kind from article 10.3 of the Rules which provides that "*The Court may grant all such relief and make such orders as may be appropriate and just, in accordance with the overriding objective in Section 4 above.*"
10. On the evidence presented by Prime which stands uncontroverted, the intentional misleading statements and non-disclosure by Mr Perera amounted to fraud which self-evidently constitutes an actionable wrong. The further allegations relied upon by the Claimant is that the Claimant, represented by Mr Veiss, was induced by these fraudulent acts of misstatements and non-disclosure to make capital contributions to Prime in an aggregate amount of QAR 1,561,205 which it has now lost.
11. The Claimant's further allegation is that, at all material times Mr Perera was an employee of Prime who committed these wrongs within the course and scope of that employment. All these allegations of fact are equally uncontroverted. It follows that, as a matter of law, Prime is vicariously liable for these losses resulting from Mr Perera's wrongful conduct by virtue of article 11(1) of the QFC Employment Regulations (as amended) which provides that "*An Employer is liable for any act of an Employee done in the course of employment.*"
12. On the undisputed facts I am therefore satisfied that the Claimant has established a claim against Prime for the recovery of its capital contributions. The problem lies with jurisdiction. As this Court explained on a number of occasions, it is a creature of statute. Accordingly, it has no inherent jurisdiction. Its jurisdiction is confined by the terms of its creating statute, which is to be found in article 8.3 c of the QFC Law. As the basis for its contention that this Court has jurisdiction to grant its claim against Prime which the claim founded in tort, the Claimant relied on article 8.3 c/3. This article, as we know, confers jurisdiction on the Court in relation to "*Civil and commercial disputes arising between entities established in the QFC and contractors therewith or employees thereof*" unless the parties otherwise agree".

13. But this contention is immediately confronted by the apparent difficulty that, although Prime is an entity established in the QFC, the claim does not arise from a contract between the parties. While conceding that this is so, the argument on behalf of the Claimant was that on a proper interpretation of article 8.3 c/3 this is not required. The requirement is, so the argument went, is not that the claim arises from a contract between the parties. What is required, according to the Claimant's argument, is (i) a contractual relationship between the QFC entity and the other party to the dispute; and (ii) a link between that contractual relationship and the dispute.
14. In support of its argument, the Claimant sought to rely on the following dicta by Lord Hamilton on behalf of this Court in *Abdullah Jasim Al-Tamimi v Qatar Financial Centre Authority and Qatar Finance and Business Academy LLC* [2018] QIC (F) 9 at paragraph 10 where he said with reference to the meaning of article 8.3 c/3:

It is not disputed that QFBA is an 'entity established in the QFC' and that the claimant is an employee of it. Mr Jaffrey contends that the expression "Civil and commercial disputes" within that sub-clause is restricted to contractual disputes. The sub-clause itself imposes no such restriction. As a matter of ordinary language a civil dispute between an employer and employee could arise otherwise than by reason of an alleged breach of contract or an alleged entitlement under a contract, albeit that the contractual relationship might well be the context in which the dispute arose. Further, article 8.3 c/1 and c/4 provide for civil and commercial disputes, in each with a restriction on the source of the dispute - in c/1 "arising from transactions, contracts arrangements or incidences ..." and in c/4 "arising transactions contracts and arrangements". Each of these restrictions is wider than "contracts"; and in the case of c/3 there are no words of restriction. Although QFC jurisprudence may not, at least as yet, have developed so as to clearly identify what non-contractual disputes between employer and employee might be within the Court's jurisdiction under c/3, we are not persuaded that the language of the Law imposes the restriction argued for.

15. The contractual relationship between the parties relied upon by the Claimant, arises from Prime's Articles of Association which provides, following article 51(1) of the QFC Companies Regulations 2005, that:

Subject to the provisions of these Regulations, the articles of association when registered with the CRO bind an LLC and its Members to the same extent as if they had been executed by the LLC and by each Member and contained

covenants on the part of the LLC and each Member to observe all the provisions of the articles of association.

16. On the face of it and absent any argument to the contrary, I think it is right to say that Prime's Articles of Association constituted a deemed contract between the company and the Claimants, its shareholders. I also agree with the argument that on the authority of the *Al-Tamimi* case, with which I find myself in respectful agreement, article 8.3/c of the QFC Law is not confined to disputes arising from a contract between the parties. On the other hand, I do not believe that the mere existence of a contractual relationship between the parties will afford jurisdiction on the Court to determine a dispute arising from a cause wholly unrelated to that contract, such as a motor vehicle accident. As I see it, the dispute must arise, as was said in the *Al-Tamimi* case, in the context of the contractual relationship. Whether or not a particular dispute is sufficiently connected to the contract so as to justify the exercise of jurisdiction will probably have to be decided on a case-by-case basis.
17. On the facts of this case I find, again without the benefit of any counter argument, that the Claimant is right in saying that the causal link between the contractual relationship relied upon and the dispute is sufficiently close to afford jurisdiction on the Court under article 8.3 c/3. On the undisputed facts the Claimant was induced to enter into the deemed contract relied upon and to make the capital contribution that it seeks to recover by the fraudulent misrepresentation which forms the basis of its claim. In the circumstances, I find that this Court has jurisdiction to grant the relief sought.
18. A further claim for QAR 365,000 is motivated by Mr Veiss in his Witness Statement on the following grounds:

Due to all operational issues in the Defendant's business, I as the Claimant's officer was not permitted to leave the State of Qatar. The Defendant's officers requested 'security deposit' to be issued to Defendant's Director to ensure that I return back in the company in the State of Qatar. Amberberg made a payment in sum of QAR 365,000 as a security deposit payment to Mr Al Tawil (Annex 21) who allegedly afterwards said that he placed the monies in the company's account through a 3rd party upon shareholders change in August 2021. These funds were never returned (either myself or Amberberg).

19. As I see it, and as was fairly conceded by the Claimant's Counsel in argument, these allegations, even uncontested as they are, do not even come close to establish a sufficient basis for judgment. Hence it will be refused.

20. Finally, there is a claim for legal costs in an aggregate amount of QAR 974,053, which is motivated by Mr Veiss in his Witness Statement on the following grounds:

The matters surrounding Defendant's affairs were not only messy but systematically discoveries were made that accurate disclosures of critical and material information were not made to me at all. The Claimant was required to take a legal action against the sellers. During these proceedings it was also discovered that the Defendant's SPA was executed by the Defendant where one of shareholder signatures (Mr Ivinson) was inserted by other Defendant's corporate governance member to facilitate this transaction. While the Claimant was successful for nominal damages to establish the breach of contract, the Claimant incurred entirely avoidable legal costs in relation to the Defendant's employees misrepresentation at first place. By way of summary the legal expenses that can be set out as follows:

- a. QAR 230,000 - Jurisdictional Proceedings;*
- b. QAR 290,100 – Liability Proceedings;*
- c. QAR 219,797 – Quantum Proceeding – Expert Report;*
- d. QAR 118,838.50 – Interim Orders (Freezing/ Cost Orders)*
- e. QAR 3,737 – Payment Order to Defendant's shareholder (GBP 676.00)*
- f. QAR 111 581 Appeal related legal costs.*

The total damage through legal expenses constitutes QAR 974,053.

21. Again, I find the motivation insufficient to justify the judgment sought. Accordingly, it will also be refused.

22. As to the costs of these proceeding, I can see no reason why the general principle formulated in article 33.2 of the Court's rules, namely that the successful party is entitled to its costs, should not apply. Although the Claimant was not successful in all its claims, I think its overall success had been established.

23. These are the reasons for the order I propose to 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 Mr Oliver McEntee of Counsel (King's Chambers, Manchester, UK), instructed by Eversheds Sutherland (International) LLP (Doha, Qatar).

The Defendants were not represented and did not appear.