



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 (F) 25**

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

**Date: 4 June 2025**

**CASE NO: CTFIC0071/2023**

**AMBERBERG LIMITED**

**Claimant**

**v**

**PRIME FINANCIAL SOLUTIONS LLC**

**1<sup>st</sup> Defendant**

**AND**

**THOMAS FEWTRELL**

**2<sup>nd</sup> Defendant**

AND

~~NIGEL PERERA~~

3<sup>rd</sup> Defendant

AND

SOUAD NASSER GHAZI

4<sup>th</sup> Defendant

AND

~~REMY ABOUD~~

5<sup>th</sup> Defendant

AND

~~MARC REAIDI~~

6<sup>th</sup> Defendant

AND

INTERNATIONAL BUSINESS DEVELOPMENT GROUP WLL

7<sup>th</sup> Defendant

AND

~~QATAR GENERAL INSURANCE & REINSURANCE COMPANY QPSC~~

8<sup>th</sup> Defendant

Qatar General Insurance & Reinsurance Company QPSC

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## JUDGMENT

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**Before:**

**Justice Fritz Brand**

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### **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.







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*".







