



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: [2021] OIC (F) 19**

**IN THE QATAR INTERNATIONAL COURT  
FIRST INSTANCE CIRCUIT**

**4 August 2021**

**CASE No. CTFIC0012/2021**

**NOBLE CLEAN FUELS LIMITED**

**Applicant**

**v**

**POWERSGLOBE LLC**

**Respondent**

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**JUDGMENT**

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**Before:**

**Justice Arthur Hamilton**

**Justice Rashid Al-Anezi**

**Justice Ali Malek QC**

## **ORDER**

The Court orders that:

1. The Respondent (“the Company”) be wound up by this Court under the provisions of the Insolvency Regulations 2005.
2. Joanne Kim Rolls and Steven John Parker of Opus Restructuring LLP, One Euston Square, 40 Melton Street, London, NW1 2FD, United Kingdom, be appointed as the joint liquidators of the Company (“the Joint Liquidators”), with all the powers and duties of a liquidator as contained in the Insolvency Regulations 2005 and any other applicable legislation, and with further powers and duties as conferred by this order.
3. Any act required or authorised under the Insolvency Regulations 2005, or other applicable legislation or this order, to be done by the Joint Liquidators may be done by either or both of the Joint Liquidators.
4. The Company and its directors shall deliver the Company’s books and records, including a list of its creditors with their names, addresses and amounts owed, to the Joint Liquidators within 14 days of their appointment.
5. The Joint Liquidators may seek directions from the Court, and may make any application as required for the amendment of this order.
6. The costs of the Applicant be paid out of the assets of the Company.

## JUDGMENT

### The Application

1. This is an application by Noble Clean Fuels Limited (“Noble”) seeking to wind up PowerGlobe LLC (“PowerGlobe” or “the Company”) under Article 79 of the Qatar Financial Centre Insolvency Regulations 2005 (“the Insolvency Regulations”) on the ground that PowerGlobe is unable to pay its debts.
2. Noble is represented in these proceedings by Sultan Al-Abdulla & Partners.

### The Parties

3. Noble is a company incorporated in England and Wales. Noble is a supplier of energy products.
4. PowerGlobe is a company established under the laws of the State of Qatar and the Qatar Financial Centre (“the QFC”). It is registered with the QFC under Licence Number 00364 (“the Licence”). Its registered office is at 19<sup>th</sup> Floor, City Tower Marriott, Omar Al Muktar Street, Area 61, Al Dafna, Doha, Qatar. It was established in the QFC on 30 March 2017. The principal nature of PowerGlobe’s business as stated in the Licence, is the provision of professional services. QFC’s public register indicates that the Licence has been withdrawn. PowerGlobe is represented in these proceedings by D&C Legal Services LLC.

## The Claim

5. Noble and PowerGlobe entered into a Master Ex-Ship LNG Sales and Agreement dated 16 November 2019 (“the Master SPA”) as amended by the Specific Order dated 11 September 2020. Under the Master SPA (as amended) Noble supplied and PowerGlobe purchased a single cargo of MMBtu of liquified natural gas (“the LNG Cargo”) for the sum of US 14, 574, 920.92 (“the Purchase Price”).
6. On 16 October 2020 Noble addressed to PowerGlobe its invoice in respect of the price of the LNG Cargo delivered in the amount of the Purchase Price. Payment was due on 3 November 2020.
7. By an email dated 29 October 2020 PowerGlobe acknowledged its liability to Noble for the Purchase Price and requested an extension to make payment until 29 November 2020. Noble declined to agree to this request.
8. In an email dated 16 November 2020, PowerGlobe again acknowledged its liability for the Purchase Price and requested until 22 December 2020 to make payment. Noble did not agree to this request.
9. On 12 January 2021 Noble commenced arbitration proceedings against PowerGlobe under the auspices of the International Chamber of Commerce (“the ICC”) seeking payment of the Purchase Price. In the ICC proceedings PowerGlobe acknowledged its liability to pay the Purchase Price. No defence was advanced by PowerGlobe.
10. On 24 January 2021 Noble sent a written demand notice to PowerGlobe demanding the Purchase Price, and interest, within 3 weeks. PowerGlobe has failed to pay the sums demanded or any part thereof.

## The Proceedings

11. The Winding Up Application is dated 9 April 2021. It is supported by the First Witness Statement of Paul Anthony Skeet (“Mr Skeet”) of the same date. Mr Skeet is a partner in the firm of Reed Smith LLP, solicitors for Noble. His evidence supports the claim (as summarised above) and confirms PowerGlobe’s liability to pay the Purchase Price.
12. The Application Notice is dated 11 April 2021. It is supported by a statement of truth by Sultan M Al-Abdulla who confirmed that the facts stated in the Application Notice are true.
13. On 12 April 2021 the above documents were sent by registered post to the Respondent’s registered office above. The statement of Mr Omar Husain Jamil Qouteshat dated 12 April 2021, an Associate of Sultan Al-Abdulla & Partners, confirms service.
14. On 20 May 2021 PowerGlobe filed a response to Noble’s application to wind up (“the Response”). The Response was supported by a statement of truth from Aurore Deeb of D&C Legal Services LLC.
15. PowerGlobe indicated in the Response that it was not contesting the jurisdiction of the Court. PowerGlobe did not dispute its liability for the Purchase Price. In para 3 of the Response it stated: *“The Respondent expressed its readiness to pay the debt, and the Respondent had offered in good faith on several occasions to re-schedule the payment, however, the Applicant always rejected the Respondent’s offers without proposing any counteroffer, which made things hard for the Respondent to reach agreement with the Applicant”*
16. PowerGlobe resisted the application to wind up by inviting the Court (1) to stay the application to wind up to allow it to reach a settlement with Noble and (2) to allow it to pay the debt in instalments.

17. On 15 June 2021 the Court issued a direction in which it required the parties to make by 29 June any representation in writing as to the appropriateness or otherwise of the Court determining the matter on the papers. The Applicant indicated that it was content for the matter to be so determined; the Respondent did not express a view one way or the other. The Court has accordingly dealt with this Application without the need for an oral hearing.

### Discussion

18. The Court is satisfied that it is appropriate to wind up PowerGlobe.

19. The Court has jurisdiction to hear this matter pursuant to Article 9.3 of the QFC Civil and Commercial Court Regulations and Procedural Rules. As stated above, jurisdiction is not disputed by PowerGlobe.

20. The evidence adduced by Noble clearly indicates, and the Court finds, that it is a creditor of PowerGlobe and is entitled to invoke Article 79 of the Insolvency Regulations. In particular, PowerGlobe has refused to pay the Purchase Price and failed to satisfy the written demand notice to PowerGlobe sent on 24 January 2021.

21. The Court finds that PowerGlobe is deemed unable to pay its debts under Article 78(1)(A) by reason of its failure to pay the sum demanded in the written demand.

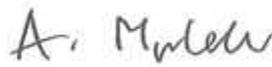
22. Had it been necessary, the Court would have also found that the evidence adduced by Mr Skeet proved that PowerGlobe was unable to pay its debts as they fall due within the meaning of Article 78(1)(B) of the Insolvency Regulations.

23. The fact that PowerGlobe seeks time for negotiations or to make payment of the Purchase Price by instalments is not a defence. PowerGlobe has had ample time to discharge its liability to Noble.

24. The Court therefore makes a compulsory winding up of PowerGlobe pursuant to Article 77(2) of the Insolvency Regulations.

25. Pursuant to Art 83(1) of the Insolvency Regulations, Joanne Kim Rolls and Steven John Parker, both of whom are entered on the Register of the Official Liquidators issued at the QFC, are appointed to act as joint liquidators of PowerGlobe.

By the Court



Justice Ali Malek QC



#### Representation

The Applicant was represented by Mr Thomas Williams, Mr Umang Singh and Mr Ahmed Durrani of Sultan Al-Abdulla & Partners, Doha, Qatar.

The Respondent was represented by D&C Legal Services LLC, QFC, Doha, Qatar.