



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: [2022] QIC (F) 10**

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

**Date: 13 June 2022**

**CASE NO: CTFIC0003/2022**

**SERIN QFC LLC**

**Claimant/Applicant**

**v**

**NADEEM MOHAMMAD HANIF**

**Defendant/Respondent**

---

**JUDGMENT**

---

**Before:**

**Justice George Arestis  
Justice Rashid Al Anezi  
Justice Fritz Brand**

## **ORDER**

1. The respondent is ordered to pay to the applicant the sum of QAR 611,250.00.
2. If the applicant wishes to proceed with its claim for QAR 250,000.00 in damages, it is to file a notice to this effect within 14 days of this order in which event the Court will issue further directions.

## **JUDGMENT**

1. This is an application for summary judgment under Article 22.6 of the Rules of this Court. The claimant/applicant is Serin QFC LLC, a corporate entity established in the Qatar Financial Centre. The respondent/defendant is Mr Nadeem Mohammad Hanif, a Pakistani national who resides in the State of Qatar. The applicant's claim form with annexures were served on the respondent on 24 January 2022. When the respondent failed to file any defence to this claim, the applicant filed this application for summary judgment which was served on the respondent on 15 April 2022. In terms of the Rules of this Court, the respondent was then afforded an opportunity until 15 May 2022 to file an answer to the application. But until now the respondent has failed to file a defence to the claim or an answer to the summary judgment application in any form.

2. The applicant's case as formulated in its claim form and confirmed under oath in its application for summary judgment can be summarised in the following way:

(a) On 28 July 2020 and in terms of a written agreement of sale, the applicant purchased a used Range Rover Sport from the respondent at a purchase price of QAR 310,000.00. At the time, as at all times relevant hereto, the applicant was represented by its director Mr Christopher Rodia who deposed to the statement in support of this application.

(b) In terms of the agreement of sale the respondent represented that the car was under warranty for four years until August 2024.

(c) Pursuant to the sale the car was delivered to the applicant against payment of the purchase price of QAR 310,000.00 together with insurance of QAR 6,500.00 and other costs of QAR 5,000.00.

(d) On 15 September 2021 and as a result of a car wash the electronics of the car failed and would not turn on again.

(e) Despite initial representations by the respondent that the car was being fixed by the Land Rover dealer, it later turned out that in truth there was a problem with the warranty and that the dealer was not prepared to fix the car.

(f) The applicant claimed repayment of the purchase price whereupon the respondent offered to provide the applicant with a new Range Rover Sport instead against payment of an additional sum of QAR 40,000.00. That was in September 2021.

(g) But by December 2021 the respondent had still failed to render performance under the new deal. He then offered the applicant yet another deal.

(h) Under this third deal the respondent would provide the applicant with a Toyota Land Cruiser VXR by no later than 26 December 2021, against payment of an additional sum of QAR 250,000.00.

(i) Despite payment of these additional sums, the respondent failed to deliver on his undertakings. When by 30 December 2021 the respondent had still failed to perform, Mr Rodia, on behalf of the applicant, claimed repayment of the QAR 611,500.00 it had paid under the three aborted transactions.

(j) When the respondent failed to give effect to the demand of repayment, the applicant commenced the present litigation by filing its claim. In addition to repayment of QAR 611,500.00, the applicant also claims payment of damages in an amount of QAR 250,000.00.

3. A concern arising from the applicant's papers is that the written agreement of sale, dated 28 July 2020, upon which the applicant's claim for QAR 311,500.00 is founded, describes the respondent, Mr Nadeem Hanif, as 'the seller's agent' while the seller is identified as Mr Abdulla Abdulaziz Al-Hajjaj. In this light we raised the following difficulty with the applicant:

*"Is it the claimant's case that the defendant, Mr Nadeem, was acting as agent or principal? In the document dated 28 July 2020 Mr Nadeem appears to be the seller's agent and he signed in that capacity. There is however some points in the pleadings which tend to show that he was acting in his own name."*

4. In response to this query Mr Rodia, on behalf of the applicant, gave the following explanation:

*"Mr Nadeem advised the car was 'his' car however when I asked for the Istimara to draw the Bill of Sale it was in someone else's name.*

*To avoid any issues with title we drafted the contract detailing Mr Nadeem as the Seller's agent – as the simplest way of dealing with this. In reality, I believe it is likely that he may have agreed to buy the car from the seller for a lesser amount than I was paying and was using funds from the sale to fund it and his profit in between. As I had bought a car from Mr Nadeem previously, I felt that the risk was minimal.*

*I believe that the facts stated in this Witness Statement are true in line with Article 27 of the Qatar Financial Centre Civil and Commercial Court Regulations and Procedural Rules."*

5. We are prepared to accept the above explanation in spite of the existence of the written sale agreement dated 28 July 2020. We have decided to do so bearing in mind the following considerations. The applicant's case right from the outset was that the respondent acted in his personal capacity in concluding all three transactions. That was clearly formulated in the claim form, the application for summary judgment and the witness statement by Mr Rodia confirmed

under oath, which were all served on the respondent. In the claim form as well as in the witness statement for summary judgment under oath there are pertinent allegations which tend to show that Mr Nadeem was acting not as agent but in his own personal capacity. In paragraph 5 of the witness statement, it is stated that “he [Mr Nadeem] would file a claim against the dealership for failing to honour the manufacturer’s warranty”. This is evidence that the respondent was to file a claim in order to protect his own interests and not those of the applicant. Likewise, in paragraph 2 it was stated that “Mr Nadeem called Christopher Rodia and advised that he would purchase a 2022 Toyota Land Cruiser VXR for 405,000 QAR”. This again shows that he was dealing in his own name. We would say that in general his behaviour as described by the applicant is evidence that he was serving his own interests and not those of a third party as principal. All these allegations remain uncontradicted.

6. If the respondent’s case is that that he was in fact not the contracting party, he could have denied these allegations without any conceivable difficulty. Absent such denial by the respondent in any shape or form, it can in our view be accepted on the probabilities the respondent did indeed act in his personal capacity and not as agent for a third party. Hence, he is personally liable for repayment of the QAR 611,500.00. At the same time, we can find no basis for the applicant’s damages claim of QAR 250,000.00. No claim is made for costs, presumably because the applicant is not legally represented.

7. These are the reasons for the order we make.

By the Court,

[signed]

Justice Fritz Brand



A signed copy of this Judgment has been filed with the Registry.

Representation:

The Applicant was represented by its Director, Mr. Christopher Rodia.

The Respondent was not represented and did not file any submissions.