

CONTRACT LAW OF QATAR

As Qatar's aspirations of becoming a key location for international dispute settlement and international trade grow, so too does the importance of understanding private law in Qatar and the Gulf states. In this innovative book, Ilias Bantekas and Ahmed Al-Ahmed provide an original, English-language treatise on the contract law of Qatar. Using an abundance of case law, the authors combine scholarly and practice-oriented expertise to develop a comprehensive treatment of Qatari contract law. The analysis is drawn from a wealth of judgements from the Qatari Court of Cassation and Court of Appeal, much of which was previously inaccessible to readers. Bringing sophisticated, detailed insights on Qatari law to an English-speaking legal audience, this is a vital text for academics, practitioners and students who wish to comprehend this increasingly influential global player. This title is available as Open Access on Cambridge Core.

Ilias Bantekas is Professor of Transnational Law at Hamad bin Khalifa University (Qatar Foundation) and an Adjunct Professor of Law at Georgetown University. He has authored more than 200 articles in leading peer-reviewed journals, as well as 20 books, including *Islamic Contract Law* (co-author, 2023), *Introduction to International Arbitration* (2015), and *Commentary on the UNCITRAL Model Law on International Commercial Arbitration* (2020).

Ahmed Al-Ahmed is a Former Legal Counsel at Qatar Energy and Former Senior Marketer at Qatar Petroleum for the Sale of Petroleum Products Company Limited. He has 15 years of experience in the Oil & Gas industry in commercial operations and trading of crude oil and its by-products. He provided legal advice on Qatar Energy's new business development activities and was responsible for drafting relevant agreements, regulatory approvals and venture setups.

Contract Law of Qatar

ILIAS BANTEKAS

Hamad bin Khalifa University (Qatar Foundation)

AHMED AL-AHMED

Formerly at Qatar Energy



Cambridge University Press & Assessment
978-1-316-51151-0 — Contract Law of Qatar
Ilias Bantekas , Ahmed Al-Ahmed
Frontmatter
[More Information](#)



Shaftesbury Road, Cambridge CB2 8EA, United Kingdom
One Liberty Plaza, 20th Floor, New York, NY 10006, USA
477 Williamstown Road, Port Melbourne, VIC 3207, Australia
314–321, 3rd Floor, Plot 3, Splendor Forum, Jasola District Centre,
New Delhi – 110025, India
103 Penang Road, #05–06/07, Visioncrest Commercial, Singapore 238467

Cambridge University Press is part of Cambridge University Press & Assessment,
a department of the University of Cambridge.

We share the University's mission to contribute to society through the pursuit of
education, learning and research at the highest international levels of excellence.

www.cambridge.org
Information on this title: www.cambridge.org/9781316511510

DOI: 10.1017/9781009052009

© Ilias Bantekas and Ahmed Al-Ahmed 2023

This work is in copyright. It is subject to statutory exceptions and to the provisions
of relevant licensing agreements; with the exception of the Creative Commons version
the link for which is provided below, no reproduction of any part of this work may take
place without the written permission of Cambridge University Press.

An online version of this work is published at doi.org/10.1017/9781009052009 under a
Creative Commons Open Access license CC-BY-NC 4.0 which permits re-use, distribution
and reproduction in any medium for non-commercial purposes providing appropriate
credit to the original work is given and any changes made are indicated. To view a copy
of this license visit <https://creativecommons.org/licenses/by-nc/4.0>

All versions of this work may contain content reproduced under license from third parties.

Permission to reproduce this third-party content must be obtained from these third-parties
directly.

When citing this work, please include a reference to the DOI 10.1017/9781009052009

First published 2023

A catalogue record for this publication is available from the British Library

A Cataloging-in-Publication data record for this book is available from the Library of Congress

ISBN 978-1-316-51151-0 Hardback
ISBN 978-1-009-05599-4 Paperback

Cambridge University Press & Assessment has no responsibility for the persistence
or accuracy of URLs for external or third-party internet websites referred to in this
publication and does not guarantee that any content on such websites is, or will
remain, accurate or appropriate.

Contents

<i>List of Figures</i>	<i>page</i> xi
<i>Preface</i>	xiii
<i>Table of Cases</i>	xv
<i>List of Abbreviations</i>	xxi
1 The Sources of Qatari Contract Law	1
1.1 Introduction	1
1.2 Brief Historical Account of the Development of Qatari Private Law	3
1.3 Regulation of Contract Law in the Civil Code	5
1.4 Other Relevant Legislation	5
1.5 The Role of English Contract Law	5
1.6 The Limited Role of Islamic Law	6
1.7 The Qatar Financial Centre Contract Regulations	8
1.8 The Role of Judicial Precedent	9
1.9 The Development of Contract Law by the Legal Profession	10
2 Contract Formation	12
2.1 Introduction	12
2.2 Obligations in General	13
2.2.1 Definition of Contract	13
2.2.2 Expression of Intention	14
2.2.3 Expression and Manifestation of the Offer	16
2.3 Offer	17
2.3.1 Retraction of Offer	19
2.4 Acceptance	20
2.5 Correspondence of Offer and Acceptance	21
2.5.1 Contract Session	21
2.5.2 Types of Contract Sessions	23

2.5.3	Essential and Non-essential Elements	25
2.5.4	Contracting by Standard Terms	25
2.6	Obligations in Specific Contractual Types	27
2.6.1	Sales Contracts	27
2.6.2	Lease Contracts	28
2.6.3	Employment/Labour Contracts	29
2.6.4	Public or Administrative Contracts	30
3	Intention to Be Bound and Cause	31
3.1	Introduction	31
3.2	Expression of Intention	31
3.2.1	Dissensus	33
3.2.2	The Parties' Common Intention	35
3.2.3	Timing of Intent	36
3.2.4	Evidence to Prove Intent and Common Intent	37
3.3	Intention in Unilateral Contracts and Promises	39
3.3.1	The Position in Islamic Law: In Brief	39
3.3.2	Unilateral Contracts under the CC	41
3.3.3	Promises Giving Rise to Reasonable Reliance	42
3.4	Cause	43
4	Capacity and Authority to Contract	45
4.1	Introduction	45
4.2	Legal Personality	46
4.2.1	Legal Personality and Competence to Contract	46
4.2.2	Age of Majority and Discretion	47
4.3	Capacity of Minors	48
4.4	Partial Competence	49
4.5	Mental Incapacity	51
4.6	Capacity of Juridical/Legal Persons to Enter into Contracts	53
4.7	Agency	54
4.7.1	Agency as a Contract and Power of Attorney	55
4.7.2	The Authority of the Agent	56
4.7.3	Disclosure of the Agency	57
4.7.4	Standard of Care	58
4.7.5	Obligations of the Principal to the Agent	59
4.7.6	Delegation by an Agent to a Sub-agent	60
4.7.7	Multiple Agents	60
4.7.8	Termination of the Agency	60

Contents

vii

4.8	Commercial Agency	61
4.8.1	Contract Agency	64
4.8.2	Commission Agency	65
4.8.3	Distributorship	66
4.8.4	Trade Representative	66
4.8.5	Brokerage	67
5	Formality	68
5.1	Introduction	68
5.2	Reasons for Formalities	69
5.3	Contracts to Be Made by Notarial Deed	70
5.3.1	Gifts and Donations	70
5.3.2	Agency Contracts (Power of Attorney)	73
5.3.3	Immovables (Real-Estate Conveyance and Mortgage)	76
5.3.3.1	Real-Estate Conveyance	76
5.3.3.2	Real-Estate Mortgage	78
5.4	Contracts to Be Made in Writing	80
5.4.1	Company Articles of Association	80
5.5	Contracts to Be Evidenced in Writing	83
5.5.1	Guarantees (Suretyship)	83
6	Interpretation and Gap Filling by the Courts	85
6.1	Introduction	85
6.2	Clarity of Wording	85
6.3	Lack of Clarity	86
6.3.1	Literal Construction	86
6.3.2	The Parties' Common Intention	87
6.3.3	Shared Subjective Understanding	89
6.3.4	Interpretation of Imbalanced Contracts: The <i>Contra Preferentum Maxim</i>	89
6.4	Evidence for Contractual Interpretation	90
6.5	Gap Filling	92
6.5.1	Terms Implied by Fact	93
6.5.2	Terms Implied by Law	93
6.5.2.1	Good Faith	95
6.5.2.2	Public Policy, Custom and the <i>Sharia</i>	95
7	Good Faith and Unfair Terms	98
7.1	Introduction	98
7.2	Good Faith	98
7.2.1	Subjective Good Faith	100
7.2.2	Objective Good Faith	102

7.3	Waiving Good Faith	103
7.4	Unfair Terms in Contracts	105
7.4.1	Exemption Clauses	107
7.4.2	Incorporation	108
7.4.3	Interpretative Rules for Assessing Unfair Terms	109
7.5	Fairness	110
8	Defects of Consent	111
8.1	The General Rule	111
8.2	Mistakes	112
8.3	Fraud	114
8.4	Threat or Coercion	117
8.5	Exploitation	118
8.6	Injustice	119
8.7	Effects of Defective Consent	121
9	Prohibited Contracts	123
9.1	Introduction	123
9.2	Absolute Nullity (Void Contracts)	124
9.2.1	Defective Effects on Consent	125
9.2.2	The Effect of a Defect on the Contract's Subject-Matter	125
9.2.2.1	Existence of Subject-Matter	126
9.2.2.2	Identification of Subject-Matter	126
9.2.2.3	Legality of Subject-Matter	127
9.2.3	The Impact of Defects on Cause	127
9.3	Relative Nullity (Voidable Contracts)	129
9.4	Effects of Nullity	131
9.5	Nullity of Special Contracts	134
9.5.1	Sales Contract	134
9.5.2	Lease Contracts	136
9.5.3	Labour Contracts	137
10	Performance and Damages	139
10.1	Introduction	139
10.2	Compulsory Performance (Including Damages)	140
10.2.1	Determination of Natural Obligations	141
10.2.2	Specific Performance	142
10.2.2.1	Transfer of Ownership	144
10.2.2.2	Reasonableness Test and Statutory Duty of Care	145
10.2.2.3	Performance In-kind Directly by the Obligor	146
10.2.2.4	Disciplinary Penalties	148

10.2.3	Compensatory Performance (Damages)	150
10.2.3.1	Limitation Clauses	151
10.2.3.2	Notifications	151
10.2.3.3	Estimation of Damages and Collateral Damages	153
10.2.3.4	Moral Damages	153
10.2.3.5	Liquidated Damages	154
10.2.3.6	Restitution	154
10.2.3.7	Nature of Damages	156
10.2.3.8	Types of Damages	157
10.2.3.9	Conditions for a Valid Claim of Damages	159
10.3	Performance in Accordance with Special Laws	161
10.3.1	Performance in Sales Contracts	161
10.3.1.1	Delivery and Incoterms Clauses	162
10.3.1.2	Inspection of Sold Goods	163
10.3.1.3	Payments and Financial Securities	163
10.3.1.4	Damages in Sales Contracts	164
10.3.2	Performance in Lease Contracts	165
10.4	Enrichment without Cause	167
10.5	Detrimental Reliance on a Promise	168
11	Termination and Rescission of Contracts	170
11.1	Introduction	170
11.2	Rescission and Termination in the Civil Code	170
11.2.1	The General Rule	170
11.2.2	Notice to Terminate	174
11.2.3	Termination on the Basis of Anticipated Breach	175
11.3	Unilateral Disposition	175
11.4	Discharge	175
11.5	Termination by Reason of Death	176
11.6	Limitations	177
11.7	Termination Based on the Type of Contract	179
11.7.1	Termination of Lease Contracts	179
11.7.2	Termination of Employment Contracts	181
11.7.3	Termination of Insurance Contracts	182
11.7.4	Agency Contracts	183
11.8	Settlement	183
11.8.1	Parties to the Settlement	184
11.8.2	Object of Settlement	185
11.8.3	Settlement with Agreed Consideration	185
11.8.4	Novation	186
11.8.5	Assignment	186

11.8.6	Set-Off	186
11.8.7	Combined Obligations	187
11.9	Force Majeure	187
11.9.1	Impossibility of Fulfilment	190
11.9.2	Unforeseen Circumstances	190
12	Contracts and Third Parties	193
12.1	Introduction	193
12.2	Assignment of Rights and Assignment of Debts	194
12.2.1	Assignment of Rights	195
12.2.2	Novation or Assignment of Obligations	196
12.3	Effects of Contracts on Third Parties	198
12.4	Contracts Explicitly Intended to Confer Rights on Third Parties	200
12.5	Responsibility for Acts of Third Parties	201
12.6	Voidance of a Contract on Account of the Conduct of or Benefit to a Third Party	202
12.7	Termination by Reason of Lawful Third-Party Interference	202
13	The Contract Regulations of the Qatar Financial Centre	204
13.1	Introduction	204
13.2	The Relationship of the QFC Contract Regulations with the Qatari CC	205
13.3	Scope of Application of Contract Regulations	207
13.4	The Common Law and UNIDROIT PICC Imprint on the Contract Regulations	208
13.5	Notable Elements of the Contract Regulations	210
13.5.1	Formation of Contracts	210
13.5.2	Validity of Consent	211
13.5.3	Contractual Interpretation and Contents of a Contract	212
13.5.4	Agency	213
13.5.5	Performance	213
13.5.6	Non-Performance and <i>Force Majeure</i>	214
13.5.7	Remedies	215
13.5.7.1	Limitation Periods for Damage Claims	217
13.5.8	Termination of Contracts	219
13.5.9	Transfer of Rights and Obligations	219
13.5.10	Third-Party Rights	220
	<i>Index</i>	221

Figures

2.1 Contract sessions matrix	<i>page</i> 23
5.1 Pillars of contracts	69
10.1 The obligations pyramid	140

Preface

The regulation of contracts is nowadays a matter of transnational concern. Countries in the Gulf have made great efforts to diversify their economies by, among others, enhancing and transnationalising their legal systems. Qatari contract regulation has gone through several phases of development and modernisation in its relatively short history, starting from its first civil code in the early 1970s that was inspired by the Egyptian civil code of 1948. Although this book focuses on Qatar's current civil code, as well as related legislation, the authors are not oblivious to the fact that a big part of the economy is cross-border in nature and by implication, most of the pertinent contracts are governed by foreign laws or (soft law) principles, such as the UNIDROIT Principles of International Commercial Contracts. There is equally an interplay between the influence, or the remnants, of Egyptian private law and the infusion of Anglo-American law as a result of the influx of foreign law firms in Qatar and their dominance in the market. Still, the regulation of contracts by Qatari law is substantial and most contracts entered by state entities are governed, to one degree or another, by this law. What is more, the sustained growth and investment in Gulf legal systems by GCC nations is slowly contributing to a diverse, pluralistic, rich and user-friendly body of private and commercial law that is attractive for global end-users.

For all these reasons, the authors believed it was compelling that a short, albeit comprehensive, exposition of Qatari contract law in the English language would be an important contribution to the global contract law literature. Practice suggests that foreign courts and arbitral tribunals encountering disputes governed wholly or partially by Qatari private law resort to expert opinions of dubious quality and utility. It is hoped that this book will not only change perceptions about the presumed exotic or esoteric nature of Qatari contract law, showing in the process that it is both transnational and modern in its outlook, but that courts, tribunals and non-Qatari legal experts will no

longer be operating in the dark. Because this book was written as a comprehensive guide for the professional legal market, we assumed that fundamental concepts of contract law were familiar to our audience and so at times we dive in from the deep end. The book is structured in a manner emulating contract law textbooks in the common law and civil law tradition. In order to make the work comprehensive, the first chapter deals with the history and influences of Qatari contract law, whereas the last chapter addresses the very particular circumstances of the regulation of contracts in the Qatar Financial Center (QFC), the country's special economic zone. Although as will become evident Islamic law plays a minuscule role in the regulation of private law in Qatar, the authors nonetheless desired to provide the reader with some Islamic law background to key notions and concepts, even if the courts or litigants no longer refer to such historical background. We do so sparingly and only for the purpose of providing useful insights.

This work would not have been possible without the belief from our commissioning editors that Qatar's private law was worthy of global exposure. Our wholehearted appreciation, therefore, is extended to Finola O'Sullivan and Marianne Nield who were the backbone of the book. We express our gratitude to Safaa Jaber who provided invaluable research tracking down judgments that were inaccessible. Finally, many thanks to colleagues and friends who read and commented on the chapters. They are too many to mention. The authors would like to thank Hamad bin Khalifa University (HBKU) and particularly Susan Karamanian, Dean of the College of Law, who generously agreed to cover all expenses associated with the publication of this book. Despite its relatively short existence, HBKU College of Law has proven to be a leader in legal education not just in Qatar and the GCC, but also one of the top law schools in Asia. The authors welcome comments and suggestions from our readers. Ilias Bantekas wrote Chapters 1, 3, 4, 6–8 and 11–13. Ahmed Al-Ahmed wrote Chapters 2, 5 and 9–10.

Table of Cases

ARBITRATION (AD HOC)

Petroleum Development (Trucial Coasts) Ltd v Sheikh of Abu Dhabi (1951) 18 ILR 144 4
 Ruler of Qatar v Int'l Marine Oil Co. Ltd (1953) 20 ILR 534 4

EGYPT

Court of Cassation

Judgment 755/1959 158
 Judgment 145/1973 161
 Judgment 152/1980 102
 Judgment 4726/2004 102
 Judgment 4733/2004 102
 Judgment 3473/2006 101
 Legal Representative of Interfood Co. v The Legal Representative of RCMA Asia Pte
 Ltd Singapore, Ruling 282/89 (2020) 9

Supreme Administrative Court

Judgment 303/2006 103

Court of Appeal

Judgment 41/114 (1997) 9

ENGLAND AND WALES

Arab Bank Ltd v Barclays Bank [1954] A.C. 495 218
 BP Exploration Co. (Libya) Ltd v Hunt (No. 2) [1979] 1 WLR 783 215
 British Steel Corp v Cleveland Bridge & Engineering Co. Ltd [1984] 1 All ER 504 211

- Burdana v Leeds Teaching Hospitals NHS Trust [2017] EWCA Civ 1980 194
 Chapman v Honig (1963) 2 QB 502 104
 Director General of Fair Trading v First National Bank (2001) UKHL 52 104
 English Hop Growers v Dering (1928) 2 KB 174 217
 In re Russian and Commercial Bank (1955) 1 Ch. 148 218
 International Management Group UK Ltd v Simmonds (2003) EWHC 177 (Comm) 104
 Joachimson v Swiss Bank Corporation [1921] 3 KB 110 218
 Long v Lloyd [1958] EWCA Civ 3 171
 Obrascon Huarte Lain SA et al. v Qatar Foundation [2019] EWHC 2539 (Comm) 174
 Sanghi Polyesters India v The International Investor KCFI (Kuwait) [2000] 1 Lloyd's
 Rep 480 2
 Smith v Hughes (1871) LR 6 QB 597 113, 212
 Spurling Ltd v Bradshaw (1956) 1 WLR 461 109
 Surrendra Overseas Ltd v Government of Sri Lanka [1977] 2 All ER 481 219
 The Investment Dar Co. KSSC v Blom Development Bank S.A.L. [2009] All ER
 (D) 145 2
 Walford v Miles (1992) 2 AC 128 104
 Yam Seng Pte v International Trade Corp Ltd [2013] 1 All E.R. (Comm.) 1321 104

KUWAIT

Court of Cassation

Judgment 908/2013 149

QATAR

Court of Cassation

- | | |
|-----------------------------|--------------------------------|
| Judgment 36/2005 177 | Judgment 112/2008 129 |
| Judgement 62/2006 95 | Judgment 118/2008 30, 120 |
| Judgment 5/2007 81 | Judgment 125/2008 134, 169 |
| Judgment 20/2007 68, 123 | Judgment 24/2009 62 |
| Judgment 110/2007 174, 181 | Judgment 31/2009 41 |
| Judgment 4/2008 24, 51 | Judgment 40/2009 128 |
| Judgment 10/2008 99, 103 | Judgment 46/2009 129 |
| Judgment 21/2008 8, 96 | Judgment 84/2009 55, 62 |
| Judgment 33/2008 85 | Judgment 86/2009 174, 179 |
| Judgment 46/2008 157 | Judgment 114/2009 86, 150, 188 |
| Judgment 49/2008 30, 120 | Judgment 126/2009 67 |
| Judgment 51/2008 150, 188 | Judgment 2/2010 177 |
| Judgment 63/2008 34, 92, 95 | Judgment 3/2010 91 |
| Judgment 86/2008 35, 88 | Judgment 9/2010 17, 38, 91 |
| Judgment 107/2008 128 | Judgment 13/2010 101, 150, 188 |
| Judgment 110/2008 72, 73 | Judgment 18/2010 55, 182 |

Judgment 24/2010	181	Judgment 225/2011	177
Judgment 28/2010	30, 55, 120, 172, 179	Judgment 226/2011	14, 96
Judgment 36/2010	182	Judgment 236/2011	32, 55
Judgment 38/2010	182	Judgment 5/2012	36, 38, 88, 92, 168, 181
Judgment 44/2010	14, 36, 88, 96, 105	Judgment 8/2012	102, 171
Judgment 49/2010	81	Judgment 15/2012	181
Judgment 73/2010	14, 96, 105	Judgment 17/2012	26, 107
Judgment 74/2010	14, 96, 124, 198	Judgment 22/2012	38, 91
Judgment 81/2010	111	Judgment 23/2012	36, 89
Judgment 87/2010	36, 87, 88, 128	Judgment 33/2012	38, 91
Judgment 102/2010	14, 67, 96, 136	Judgment 50/2012	43, 101
Judgment 123/2010	15, 28, 32, 199	Judgment 53/2012	36, 88, 173
Judgment 138/2010	179, 203	Judgment 55/2012	92, 168
Judgment 148/2010	8, 97, 106	Judgment 58/2012	38, 91, 179
Judgment 161/2010	38, 91	Judgment 60/2012	32, 134, 136, 167
Judgment 164/2010	54, 199	Judgment 79/2012	186
Judgment 195/2010	197	Judgment 113/2012	27, 36, 38, 88, 91, 112, 179
Judgment 196/2010	116	Judgment 167/2012	178
Judgment 2/2011	114, 181	Judgment 93/2012	38, 91
Judgment 10/2011	38, 92	Judgment 113/2012	27, 36, 38, 88, 91, 112, 179
Judgment 19/2011	14, 96, 179	Judgment 114/2012	172
Judgment 22/2011	138	Judgment 115/2012	38, 92
Judgment 32/2011	105	Judgment 124/2012	31
Judgment 34/2011	181, 203	Judgment 152/2012	72
Judgment 45/2011	38, 91	Judgment 154/2012	38, 91, 171
Judgment 47/2011	38, 92	Judgment 158/2012	38, 91
Judgment 61/2011	101, 190	Judgment 159/2012	29
Judgment 62/2011	14, 96	Judgment 187/2012	72
Judgment 64/2011	55	Judgment 191/2012	38, 91
Judgment 65/2011	63, 65	Judgment 212/2012	182
Judgment 72/2011	193	Judgment 219/2012	36, 89
Judgment 74/2011	26, 38, 91, 106, 107, 116	Judgment 226/2012	104
Judgment 76/2011	15, 32	Judgment 16/2013	92
Judgment 82/2011	36, 89	Judgment 22/2013	38, 56, 62, 91
Judgment 84/2011	36, 89	Judgment 40/2013	8, 15, 36, 88, 95, 97, 100, 106
Judgment 87/2011	112, 125	Judgment 42/2013	179
Judgment 89/2011	38, 91, 116	Judgment 46/2013	41
Judgment 90/2011	38, 91	Judgment 51/2013	54, 183
Judgment 92/2011	137	Judgment 62/2013	32, 135
Judgment 97/2011	91	Judgment 94/2013	97, 168
Judgment 123/2011	43	Judgment 107/2013	8, 53, 97, 106, 109
Judgment 124/2011	31	Judgment 122/2013	8, 94, 96, 105, 120, 171
Judgment 163/2011	127	Judgment 126/2013	36, 89
Judgment 180/2011	180, 191, 192	Judgment 134/2013	15, 32, 180
Judgment 181/2011	142, 186	Judgment 145/2013	177
Judgment 219/2011	36, 89, 171, 172, 173, 174	Judgment 171/2013	66
Judgment 220/2011	8, 97, 106		

Judgment 236/2013	186	Judgment 348/2015	127
Judgment 26/2014	59	Judgment 392/2015	87
Judgment 32/2014	128, 169	Judgment 394/2015	36, 88, 118
Judgment 35/2014	15, 33	Judgment 401/2015	181
Judgment 37/2014	157	Judgment 8/2016	28, 86
Judgment 63/2014	54	Judgment 19/2016	53, 81
Judgment 66/2014	8, 15, 95, 97, 100, 106	Judgment 29/2016	116
Judgment 67/2014	15, 33	Judgment 36/2016	114, 156
Judgment 98/2014	29, 38, 92	Judgment 42/2016	81, 115
Judgment 120/2014	36, 89	Judgment 49/2016	196
Judgment 131/2014	43	Judgment 60/2016	62
Judgment 139/2014	38, 91, 168	Judgment 63/2016	177
Judgment 140/2014	108	Judgment 73/2016	14, 96
Judgment 176/2014	101	Judgement 89/2016	158
Judgment 181/2014	177	Judgment 92/2016	92
Judgment 208/2014	8, 15, 53, 95, 97, 100, 106	Judgment 95/2016	157
Judgment 221/2014	28, 124, 135, 198	Judgment 99/2016	169
Judgment 246/2014	192	Judgment 100/2016	30, 120, 169, 173
Judgment 261/2014	152	Judgment 124/2016	158
Judgment 284/2014	178	Judgment 138/2016	81
Judgment 323/2014	7, 36, 89, 96	Judgment 163/2016	61, 183, 199
Judgment 369/2014	38, 91	Judgment 167/2016	32, 79, 198
Judgment 371/2014	8, 97, 106, 171	Judgment 175/2016	67
Judgment 11/2015	53, 94, 198	Judgment 182/2016	100
Judgment 18/2015	36, 89	Judgment 184/2016	198
Judgment 26/2015	8, 96, 105	Judgment 222/2016	171
Judgment 32/2015	14, 96, 167, 179	Judgment 224/2016	71
Judgment 36/2015	56, 100	Judgment 242/2016	112, 115
Judgment 55/2015	199	Judgment 258/2016	38, 91, 179
Judgment 80/2015	36, 89, 117	Judgment 275/2016	15, 33
Judgment 91/2015	172	Judgment 335/2016	61, 66, 92, 169
Judgment 98/2015	167	Judgment 352/2016	81
Judgment 104/2015	142	Judgment 86/2017	178
Judgment 108/2015	165	Judgement 122/2017	156
Judgment 109/2015	15, 33, 94, 120	Judgement 390/2017	156
Judgment 115/2015	92	Judgment 420/2017	78
Judgment 127/2015	83	Judgment 443/2017	167
Judgment 134/2015	189	Judgment 449/2017	188
Judgment 141/2015	95, 100, 177	Judgment 142/2018	78
Judgment 167/2015	83	Judgment 152/2018	175, 176
Judgment 180/2015	76	Judgment 174/2018	74
Judgment 209/2015	56, 199	Judgment 257/2018	150, 188, 189, 191
Judgment 227/2015	76	Judgment 437/2018	36, 89
Judgment 242/2015	55	Judgment 62/2019	168
Judgment 274/2015	68, 123	Judgment 260/2019	118
Judgment 347/2015	81	Judgment 283/2019	53, 54

Table of Cases

xix

Court of Appeal

Judgment 94/2008	51	Judgment 268/2018	94
Judgment 241/2010	26, 107	Judgment 339/2018	117
Judgment 347/2015	53	Judgment 483/2018	15, 33
Judgment 1272/2015	106, 182	Judgment 523/2018	187
Judgment 255/2017	193	Judgment 526/2018	15, 33, 97
Judgment 277/2017	46, 193	Judgment 36/2019	199
Judgment 289/2017	54	Judgment 53/2019	54, 193
Judgment 450/2017	186	Judgment 166/2019	121
Judgment 12/2018	53	Judgment 238/2019	54
Judgment 25/2018	56	Judgment 378/2019	102
Judgment 54/2018	110		

Doha Court of First Instance

Judgment 114/2016 106

QFC COURT

Badri and Salim Elmeouchi LLP v Data Managers International Ltd [2020] QIC (F)	1	208, 217
Chedid and Associates Qatar LLC v Said Bou Sayad [2014] QIC (F)	3	206, 212
Chedid and Associates Qatar LLC v Said Bou Sayad, Supplementary Judgment [2014] QIC (F)		209
Daman Health Insurance Qatar Ltd v Al Bawakir Co. Ltd [2017] QIC (F)	2	205, 208
Dentons and Co. (QFC Branch) v Bin Omran Trading and Consulting LLC [2020] QIC (F)	15	216
Khaled Hassan Bahr Ahmed v Doha Bank Assurance Co. LLC [2013] QIC F	1	210, 216
Leonardo Spa v Doha Bank Assurance Co. LLC, Case 3/2019		209
Nasco Qatar LLC v Misr Insurance (Qatar Branch) [2020] QIC (F)	17	206, 211, 212, 218
Obayashi Qatar LLC v Qatar First Bank LLC [2020] QIC (F.)	5	104, 197, 208
Qatar Financial Centre Authority v Silver Leaf Capital Partners LLC [2009] QIC (F)	1	208

UNITED ARAB EMIRATES

Dubai Cassation Court Judgment 898–927/2019 97

Abbreviations

AC	Appeal Court [Reports, Eng]
AHRLJ	<i>African Human Rights Law Journal</i>
All ER	All England Reports
Arab LQ	<i>Arab Law Quarterly</i>
Art	Article
BGB	Bürgerliches Gesetzbuch (German Civil Code)
BIT	Bilateral Investment Treaty
CA	Court of Appeal (England)
CC	Civil Code
CCP	Code of Civil Procedure
CFI	Court of First Instance
chp	chapter
CL	Commercial Law
Colum L Rev	<i>Columbia Law Review</i>
Comm.	Commercial
Comm L World Rev	<i>Common Law World Review</i>
CLR	Commercial Registry Law
CRPD	Convention on the Right of Persons with Disability
Doc	Document
EC	European Communities
ed	editor
EIA	Environmental Impact Assessment
EU	European Union
EWCA	<i>England and Wales Court of Appeal</i>
EWHC	<i>England and Wales High Court</i>
FIDIC	International Federation of Consulting Engineers
FL	Family Law
GCC	Gulf Cooperation Council

H	Hajira
HKLJ	<i>Hong Kong Law Journal</i>
Int'l Surv. Fam. L	<i>International Survey of Family Law</i>
JIDS	<i>Journal of International Dispute Settlement</i>
KB	King's Bench (Eng)
LL	Labour Law
LLC	limited liability company
Louisiana L Rev	<i>Louisiana Law Review</i>
LPL	Lease Property Law
LQR	<i>Law Quarterly Review</i>
LR	<i>Law Reports</i> (1865–1950, Eng)
MENA	Middle East and North Africa
MENA Bus L Rev	<i>MENA Business Law Review</i>
MoCI	Ministry of Commerce and Industry
n.d.	no date
NY Intl L Rev	<i>New York International Law Review</i>
OUP	Oxford University Press
PICC	Principles of International Commercial Contracts
POE	Power of Attorney
QAR	Qatari riyals
QB	Queen's Bench (QB)
QCL	Qatar Companies Law
QFC	Qatar Financial Center
QIC	Qatar International Court [Reports]
SEZ	Special Economic Zone
UAE	United Arab Emirates
UKHL	United Kingdom House of Lords [Reports]
Uniform LR	<i>Uniform Law Review</i>
WLR	<i>Weekly Law Reports</i>