

Arbitration 2021

<i>Type</i>	Questions and Answers
<i>Date</i>	23 avr. 2021
<i>Source</i>	GCC - Middle East Corporate Counsel Advisor
<i>Jurisdiction</i>	Qatar, Qatar Financial Centre, Qatar Free Zone Authority, Qatar Media City, Qatar Science and Technology Park, Umm Al Houl Free Zone

Document link: https://www.lexismiddleeast.com/pg/gcc/Qatar_Arbitration_2021



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1. Has the country signed up to any international treaties?

Qatar has signed up to the following international treaties:

- Convention on the Recognition and Enforcement of Foreign Arbitral Awards 1958 (**New York Convention**);
- Convention on the International Centre for Settlement of Investment Disputes 1966 (**ICSID Convention**);
- Convention on Judicial Cooperation between States of the Arab League 1983 (**Riyadh Convention**);
- GCC Convention for the Execution of Judgments, Delegations and Judicial Notifications 1996 (**GCC Convention**); and
- United Nations Convention on International Settlement Agreements Resulting from Mediation 2018 (**Singapore Convention**).

Additionally, Qatar is party to 55 bilateral treaties (23 of which are in force) and further 12 treaties with investment provisions (6 of which are in force).

2. How does the way arbitration works in your country differ from other international jurisdictions?

The Qatari Government issued the Law of Arbitration, Qatar Law No. 2/2017 (**Arbitration Law**), which regulates the ongoing and future arbitration disputes in Qatar. The Arbitration Law is based on the UNCITRAL Model Law on International Commercial Arbitration and therefore the way arbitration works does not differ much from other jurisdictions.

3. What are the main Arbitration bodies in this jurisdiction - what laws/type of laws do they operate under?

The Qatar International Centre for Conciliation and Arbitration (**QICCA**) is the only permanent arbitration institution in Qatar, administering arbitrations under (i) the QICCA Rules, which are based on / inspired by the UNCITRAL Arbitration Rules, and (ii) the UNCITRAL Arbitration Rules (or providing some administrative services). The QICCA also acts as appointing authority under the UNCITRAL Arbitration Rules. The Qatar International Court and Dispute Resolution Centre (**QICDRC**) and the Chartered Institute of Arbitrators (**CIArb**), both based in the Qatar Financial Centre (**QFC**), also market arbitration as a form of dispute resolution pursuant to, respectively, the QFC Arbitration Regulations and the CIArb Arbitration Rules; however, neither of them formally administers arbitrations within Qatar itself.

4. Do people in this jurisdiction generally use local arbitration bodies or bodies in other locations. If so which route is most common - and does this vary with different types of transaction?

Parties in Qatar most often choose arbitration under the International Chamber of Commerce (**ICC**) Rules.

5. How does recognition of foreign awards work in this jurisdiction?

The Arbitration Law, alongside the New York Convention, provides for the procedural rules for recognition and enforcement of arbitral awards in Qatar. Qatar is also party to the ICSID Convention, as well as 55 bilateral investment treaties (23 of which are in force), and additional 12 treaties with investment provisions (6 of which are in force), in addition to the Riyadh Convention and the GCC Convention. Further, although it is not concerned with arbitration, Qatar is also a party to the Singapore Convention on Mediation, which may speak to Qatar's willingness to embrace the enforcement of foreign awards / decisions / settlements in Qatar. Depending on where the award is made, it may be recognized under a different international treaty or the Arbitration Law. Having said that, given its geographical reach, most foreign awards are recognised and enforced under the New York Convention.

An application for enforcement must be brought before the competent judge, accompanied by a copy of the arbitration agreement, an original copy of the arbitral award or a signed copy thereof in the language of issuance and a certified Arabic translation of the arbitral award, in case of a non-Arabic arbitral award.

6. Is there a difference in the way foreign arbitration decisions and foreign court decisions are recognised?

For recognition of foreign arbitral awards, see question 5. For recognition of foreign court judgments, see questions 35 and 36.

7. Are there specific situations where awards are not enforceable?

The grounds for refusal of enforcement under the Arbitration Law mirror those provided under Article V of the New York Convention. In addition to the grounds for refusal of enforcement which must be proven by the opposing party, the arbitral awards are unenforceable ab initio if the subject matter of the dispute cannot be settled by arbitration under the laws of Qatar or recognition or enforcement violates the public order of Qatar.

Enforcement of an award may be refused upon a request made by the party against whom the award is invoked, if it is brought before the competent judge to whom the application of recognition or enforcement has been submitted, together with proof of one of the following grounds:

- one party to the arbitration agreement, at the time of the conclusion of that agreement, was incompetent or under some incapacity under the law, or the arbitration agreement is invalid under the law to which the parties have agreed to apply to the arbitration agreement or under the law of the country where the award was made, if the parties had failed to agree on that;
- the party against whom the enforcement is sought was not duly notified of the appointment of the arbitrator or of the arbitral proceedings, or was unable to present its defence for any reason beyond its control;
- the award has decided matters that fall outside the scope of the arbitration agreement, or in excess of the arbitration agreement. However, if it is possible to separate parts of the awards relating to the arbitration from the parts not relating to the arbitration, it is allowed to recognise or enforce the award deciding matters within the scope of the arbitration agreement or the matters that did not exceed the agreement;
- the composition of the arbitral tribunal, appointment of arbitrators, or the arbitral proceedings was in contradiction of the law or the agreement of the parties, or, in the absence of an agreement, was in contradiction of the law of the country where the arbitration took place; or
- the arbitral award is no longer binding to the parties or has been set aside, or enforcement of the award has been stayed by a court of the country in which the award was issued or in accordance with the law thereof.

8. Are there differences in freezones or secondary jurisdictions?

There are differences in free zones and secondary jurisdictions in the State of Qatar. As of date, there are three free zones in Qatar: the Qatar Science and Technology Park (“QSTP”), Ras Bufontas Free Zone, and Umm Al Houl Free Zone – the latter two being overseen by the Qatar Free Zones Authority.

The Qatar Financial Centre is a secondary jurisdiction with a common law judicial structure and procedures. Under the Arbitration Law, the Court of First Instance of the Civil and Commercial Court of the Qatar Financial Centre may be a competent court to settle arbitration matters, subject to the agreement of the parties. Legal entities governed by the QFC are guided under the QFC regulations, although it is not strictly a free zone.

9. Are there any types of dispute that cannot use arbitration as a vehicle?

The Arbitration Law provides that in respect of administrative contracts, the approval of the Prime Minister (or the Prime Minister’s delegate) is required before the parties can agree to settle their disputes through arbitration.

Furthermore, the Arbitration Law provides that arbitration is not permitted in matters in which conciliation is not permitted.

10. Are there any mandatory procedures that have to be followed?

There are various mandatory procedures stipulated under the Arbitration Law. The Arbitration Law allows parties to select applicable procedures in specific situations. The formal procedure requires that the award must be issued in writing and signed by the arbitrator or, if more than one arbitrator, by the majority of the arbitrators, unless agreed otherwise by the parties, provided that the reason for any omitted signatures is stated in the award. The number of arbitrators should be one or more and if it is more than one, it should be an odd number.

The award must state the reasons upon which the decision is based, unless the parties agree otherwise or if the applicable law does not require it, or if the award is made upon the parties’ settlement. It must also state the name of the parties and their addresses, nationalities, names, capacity of the arbitrators, a copy of the arbitration agreement, the date of issuance of the award and the seat of arbitration. The award must state the costs and fees of the arbitration, the party responsible for paying costs, and the procedures for payment, unless agreed otherwise by the parties.

By law, all documents submitted to the court must be in Arabic or translated into Arabic by a translator licensed by the Qatari Ministry of Commerce and Industry (MoCI). All documents translated into Arabic must be certified by licensed translators. There are no sworn translators in Qatar; however, there are translation companies licensed to operate by the MoCI.

Practitioners in Qatar have had different views as to whether, with the enactment of the Arbitration Law, there is still a requirement for the Qatar-seated arbitral awards to be issued in the name of His Royal Highness, the Emir of the State of Qatar. Although there is no explicit legal requirement under the abolished arbitration law or any other law, or in the Constitution of Qatar (“Constitution”), there were several court decisions which ruled that Qatar-seated arbitral awards must be issued in the name of His Highness the Emir. Those judgments cited Article 69 of the Civil and Commercial Procedural Code (Law 13 of 1990) (“Procedural Code”) as creating the legal basis on which arbitral awards had to be issued in the name of His Highness the Emir. Whilst the Arbitration Law repealed the articles in the Procedural Code dealing with arbitration (Articles 190 - 210), the Arbitration Law did not repeal Article 69. With a judgment issued in July 2020, the Court of Appeal has clarified much of the previous uncertainty around this issue, by dismissing a challenge against an arbitral award that was not issued in the name of His Highness the Emir.

11. Are there specific features required in an arbitration agreement?

An arbitration agreement is the agreement between the parties who have legal capacity to enter into such agreement. It may be an independent agreement or may be in the form of an arbitration clause within an agreement. Under the Arbitration Law, Qatar Law No. 2/2017:

- the arbitration agreement must be in writing, otherwise it is invalid. The arbitration agreement is considered in writing if it is contained in a document signed by the parties, or it is in the form of paper or electronic correspondence, or by any other means of communication which allows for written proof of receipt.
- the arbitration agreement is considered to fulfil the requirement of being in writing if one of the parties claims that such agreement exists in the statement of claim or the statement of defense, provided that the other party does not deny such existence in its defence.
- a reference in a contract to a document that contains an arbitration clause is considered to be an arbitration agreement, provided that the said reference clearly makes that clause part of the contract.

12. Can third parties be bound by an arbitration agreement?

Normally, third parties are not bound by arbitration agreements. But under the Arbitration Law, in case of death of a party, the agreement shall not expire and may be executed by or against persons representing the deceased party's estate. This is subject to the agreement of the parties and without prejudice to the relevant legislative provisions excluding such rights. The authors note that this is an issue which is often addressed by the parties' adoption of institutional arbitration rules, which is something that frequently happens in Qatar.

13. Are arbitration decisions domestically binding?

Unless they are set aside, arbitral awards rendered in Qatar are domestically binding.

14. Who can act as an arbitrator?

Under the Arbitration Law, an arbitrator can be any person who:

- (i) has full capacity;
- (ii) has not been convicted in a final judgment of felony or a misdemeanour involving moral turpitude or breach of public trust, even if he has been rehabilitated; and
- (iii) is of good reputation and conduct.

There is no condition that the arbitrator should be of any nationality unless the parties agree otherwise or the law requires otherwise.

The Arbitration Law provides that a register will be established at the Ministry of Justice to record arbitrators approved by a decision of the Minister. Minister of Justice shall issue decisions to determine the conditions and rules for registering and striking off arbitrators in the aforementioned register. We are not aware of any such decision having been issued yet; however, we understand that the relevant department at the Ministry of Justice has been informally compiling names of arbitrators.

15. In what circumstances can an existing arbitrator lose their status?

Under the Arbitration Law, an arbitrator cannot be removed unless reasonable doubts arise as to their independence and impartiality. Arbitrators may be replaced in case they lack the qualifications agreed upon by the parties. The request for replacement shall be presented in writing to the arbitral tribunal, stating the underlying grounds and reasons. If the arbitrator against whom the challenge is brought fails to withdraw or if the other party objects to the challenge, the challenge shall be referred to the authority designated by the parties in the arbitration agreement or the competent court, as applicable. Again, if parties have adopted specific institutional arbitral rules, this issue will often be addressed in the relevant rules.

The arbitrator may also be removed when he is unable to or fails to carry out his mandate, or drops out from participating in the arbitration, leading to unjustified delay in arbitration proceedings, and yet fails to withdraw voluntarily and the two parties do not agree to removal of the arbitrator. In such circumstances, the authority designated by the parties in the arbitration agreement or the competent court, as applicable, may decide to terminate the arbitrator's appointment upon the request of either party.

16. Do the arbitrators have any potential liabilities?

Under the Arbitration Law, arbitrators shall not be held liable for exercising their tasks, unless they have done so in bad faith, collusion or gross negligence.

17. How does the cost of arbitration vary with other jurisdictions?

The cost of arbitration in Qatar is slightly cheaper than other jurisdictions, particularly when it comes to the cost of venue hire, where the QICDRC offer competitive deals for parties who wish to use their facilities and the QICCA allows parties to use their facilities free of charge.

18. How does the cost of arbitration vary with the cost of litigation in this jurisdiction?

The cost of arbitration is generally more expensive than the cost of litigation in Qatar.

While local courts have the power to determine and allocate legal costs, they tend only to make nominal awards. Therefore, each party bears its own costs. With their discretion to allocated legal costs, arbitrators can and often do award costs to the winning party.

19. Are any important specific time limits to be aware of in the arbitration procedure?

There are certain time limits to be aware of in the arbitration procedure. Some of the important time limits are as follows:

- Unless otherwise agreed, if the parties fail to agree on one arbitrator or the two arbitrators fail to appoint the third within 30 days, any of the parties may ask the authority designated in the arbitration agreement or the competent court, as applicable, to appoint the arbitrator.
- Unless otherwise agreed, a demand to dismiss an arbitrator shall be submitted to the arbitral tribunal 15 days from the date of the parties' knowledge of the formation of the arbitral tribunal.
- An arbitral award shall be issued within the timeline agreed upon or within one month from the date of the closing hearing. Unless otherwise agreed by the parties, such period may be extended for only another one month.
- An official copy of the arbitral award shall be served to each party within 15 days from the date of issuance of the award.
- An electronic copy of the arbitral award shall be served to the Ministry of Justice within 2 weeks from issuance.
- Unless otherwise agreed by the parties, each party can request the arbitral tribunal to correct or explain the arbitral award within 7 days from the receipt of the award.
- The arbitral award may not be contested by any means of appeal except by annulment action within, unless otherwise agreed by the parties, 30 days from the date of receipt of the date of issuance of the correction, explanation/ interpretation or supplemental award.

20. How is the arbitration process started?

Under the Arbitration Law, arbitration proceedings commence on the day on which the respondent receives the request for referral of the dispute to arbitration, unless the parties agreed otherwise - for example, by having agreed to a particular set of institutional rules.

21. Do parties have to be physically present?

Under the Arbitration Law, each party to the dispute may authorise one or more attorneys to represent them, and may engage experts or translators. The arbitral tribunal may, at any time, require any party to submit proof of capacity granted to the legal representative in accordance with the form required by law or defined by the arbitral tribunal.

22. Are formal hearings normal?

The Arbitration Law provides that the arbitral tribunal shall hold hearing sessions to enable the parties to explain the subject of the case and to present their arguments and evidence or to hear their statements, unless the arbitral tribunal deems it sufficient to submit the written memorandums and documents or the parties agree otherwise.

The tribunal shall give the parties advance notice of the timings of pleading sessions or hearing of statements, inspections, and examination of documents that are set by the arbitral tribunal, unless the parties have agreed on a specific date and time for such notification.

In our experience, "document only" arbitrations are rare in Qatar, and it is therefore normal to have a formal hearing.

23. How do the evidential rules work in such cases?

The parties can agree on certain arbitration procedures, including evidence rules, which must be followed by the arbitral tribunal. It is possible to seek assistance from the competent court to obtain evidence. In accordance with the relevant provisions, the tribunal shall hear witnesses and experts without taking an oath. Copies of memoranda, documents or other papers filed by one party and copies of expert reports and other evidence are sent to the other party.

Moreover, the tribunal or any of the parties may, after approval of the arbitral tribunal, seek assistance from the competent court to get the evidence including the technical expert's work and examination of evidence. If the arbitral tribunal finds that the requested assistance is necessary to adjudicate the subject of the dispute, the tribunal may suspend the arbitration procedures till this aid is obtained. This shall result in suspension of the time scheduled for rendering the arbitral award.

The competent court may accept the request for assistance within its authority in accordance with the applicable rules for collecting evidence, including judicial summoning or sentencing for the non-appearance or non-response of witnesses to adequate penalties set forth in Articles 278 and 279 of the Procedural Code.

24. In what circumstances can an arbitration case be referred to national courts?

Provided parties have first complied with the procedures laid down in any institutional rules which may have been agreed - and which may be determinative of the issue in question - an arbitration case can usually be referred to national courts in situations where:

- an arbitral tribunal with one arbitrator and the parties fail to agree on the second arbitrator within 30 days from the date of the notice of dispute to the respondent party;
- a three-person arbitral tribunal and the arbitrators appointed by the parties fail to appoint the third arbitrator within 30 days from the later dates of their appointment;
- there is a challenge to the arbitrators' nomination or appointment;

- there is termination of an arbitrators' appointment, as a result of their failure to carry out their mandate or resign their appointment;
- to appeal the arbitral tribunal's decision on dismissing the challenges to the tribunal's jurisdiction, within 30 days from notification of the dismissal;
- to seek assistance in obtaining evidence;
- to challenge the arbitral award by annulment action;
- to appeal a ruling ordering enforcement or determining non-enforcement of an arbitral award; and
- to seek interim or precautionary measures where the tribunal does not have jurisdiction or is incapable to act effectively at the time.

25. Are interim measures possible?

In situations where the arbitral tribunal, or any other person to whom the parties have granted certain authority, does not have jurisdiction, or is incapable to act effectively at the time, the competent judge, on the application of one of the parties, may order interim measures, either before the commencement of or during the arbitral proceedings.

Additionally, unless the parties agree otherwise, the arbitral tribunal may on the application of either party, issue interim measures that are dictated by the nature of the dispute, or for the purpose of preventing irreparable harm.

26. What majority is needed for a decision?

The issued decisions, orders and awards of an arbitral tribunal comprising more than one arbitrator shall be based on the opinion of the majority, unless the parties agree otherwise. However, decisions may be issued on procedural issues by the president of the tribunal if the parties, or all members of the tribunal, give the president the permission to do so. The panel will always comprise of an odd number of arbitrators or a single arbitrator. If one arbitrator refuses to sign an award, this will not prevent an award from being validly made, provided that the reasons for the lack of signature is stated in the arbitral award.

27. What types of award are available?

Arbitration awards are generally an award of damages. Awards for specific performance are permissible at law, but anecdotally, few are made.

There are several types of arbitration award: interim award, partial award, consent award, final award and additional award.

28. Is there a time limit for providing an award?

An arbitral award should be issued within the timeline agreed upon or if there is no such agreement, within one month from the conclusion of the proceedings. In all cases, the arbitral tribunal may extend the time limit on its own motion for only an additional month, unless the parties agree otherwise.

29. What remedies do you have when awards are not forthcoming?

There are a few remedies in case an award is not forthcoming. A party may make an application to court to ask it to decide the dispute, to grant the arbitrator more time or to appoint a new arbitration panel. Qatar Law No. 2/2017 states that a party may apply to the court to terminate the arbitrator's appointment and to replace him with a substitute arbitrator.

30. What are the methods for challenging awards?

The grounds for refusal of enforcement under Qatar Law No. 2/2017 mirror those provided under Article V of the New York Convention. In addition to the grounds for refusal of enforcement which must be proven by the opposing party, the arbitral awards are unenforceable ab initio if the subject matter of the dispute cannot be settled by arbitration under the laws of Qatar or recognition or enforcement violates the public order of Qatar.

Enforcement of an award may be refused upon a request made by the party against whom the award is invoked, if it is brought before the competent judge to whom the application of recognition or enforcement has been submitted, together with proof of one of the following grounds:

- one party to the arbitration agreement, at the time of the conclusion of that agreement, was incompetent or under some incapacity under the law, or the arbitration agreement is invalid under the law to which the parties have agreed to apply to the arbitration agreement or under the law of the country where the award was made, if the parties had failed to agree on that;
- the party against whom the enforcement is sought was not duly notified of the appointment of the arbitrator or of the arbitral proceedings, or was unable to present its defence for any reason beyond its control;
- the award has decided matters that fall outside the scope of the arbitration agreement, or in excess of the arbitration agreement. However, if it is possible to separate parts of the awards relating to the arbitration from the parts not relating to the arbitration, it is allowed to recognise or enforce the award deciding matters within the scope of the arbitration agreement or the matters that did not exceed the agreement;

- the composition of the arbitral tribunal, appointment of arbitrators, or the arbitral proceedings was in contradiction of the law or the agreement of the parties, or, in the absence of an agreement, was in contradiction of the law of the country where the arbitration took place; or
- the arbitral award is no longer binding to the parties or has been set aside, or enforcement of the award has been stayed by a court of the country in which the award was issued or in accordance with the law thereof.

31. Can interest be applied for delays - if so how?

For claims relating to the recovery of debts/money owed, financing charges can be applied on the outstanding payments at a rate and for a period that an arbitrator may determine, provided that the successful party can submit evidence of the financing charges it incurred.

It was the common understanding that interest is not available as a remedy to the tribunal as it was considered as contrary to the State's public policy – unless the parties' arbitration agreement expressly contemplated the rate and periods at which interest would be paid. However, recent jurisprudence shows that interest for delay of payment is not violation of the public policy.

32. How are costs awarded?

Depending on the applicable arbitral rules (e.g. ICC, QICCA), arbitrators are usually given the power to award the winning party its costs, partially or fully. However, costs (at a conceptual level) are invariably not awarded in litigation in Qatar - for instance, local courts usually only award nominal costs. As a result, unless the arbitrator specifically has power and discretion to award a party its costs under the applicable arbitral rules, there is no presumption under the *lex locii* that an arbitrator will award costs.

The arbitral award should state the costs and fees of arbitration, the party to whom it is charged and the corresponding payment procedure.

33. Is any preference given to parties who are nationals?

The Constitution provides that the rule of law applies equally to all people, irrespective of nationality, race and gender.

34. Where a foreign court judgment has been provided - do the foreign or domestic statutes of limitation/time limits apply? If domestic what are they?

In general terms and on the assumption a foreign judgment is recognised by the Qatari courts, it is understood a judgment (for money) is treated as a debt and any action for enforcement must be brought within the domestic prescription periods; being 15 years for a general debt or five years if the underlying debt relates to professional fees.

35. What is the domestic procedure for enforcing a foreign court judgment?

Enforcement of foreign court judgments will be initiated by a writ of execution issued in a local court. The Court of Execution hears cases for recognition and enforcement of foreign court judgments. The decisions of the Court of Execution can be appealed to the Court of Appeal and the Court of Cassation.

The writ of execution will need to follow the basic requirements set out in Articles 379-383 of the Procedural Code - see Question 36 below - and will only be valid after it has been confirmed that:

- the foreign court had correct jurisdiction to issue the judgment;
- the judgment was rendered pursuant to the rules of international judicial jurisdiction; and
- the judgment does not contravene rules of public order.

The authors note that different rules apply to foreign arbitral awards (where the New York Convention applies), and also to judgments issued in states that are co-signatories to the Riyadh Convention or GCC Convention on the enforcement of foreign court judgments with the member states of those conventions.

36. Are there any basic requirements for enforcing a foreign court judgment?

The basic requirements for enforcing a foreign court judgment under Articles 379 to 383 of the Civil and Commercial Procedure Law are:

- Reciprocity: the foreign state in question must have laws relating to enforcement in its state in respect of Qatari judgments;
- The decision should not contradict a previous Qatari court decision;
- The litigants must have been correctly instructed to appear and be represented in that jurisdiction;
- The decision must have obtained the status of *res judicata* in line with the laws of the issuing court.; and
- The decision does not contravene rules of public order of Qatar.

37. How does Islamic law impact the enforcement of foreign court judgments?

Islamic law has very little direct bearing on the enforcement of foreign court judgments save for when a foreign judgment is contrary to principles of public morality, in which case, any breach of those principles will preclude enforcement of the judgments. Article 1 of the Qatar Civil Code expressly provides that '1- The legislative provisions will apply to such matters as these provisions address in either their express or implied sense. 2- If no legislative provision is given, the judge will issue a ruling in accordance with Islamic Shari'ah law and, in the absence of that, he will rule in accordance with custom, otherwise in accordance with the principles of justice'. Hence Islamic Shari'ah law only applies in the absence of any provisions in the civil codes.

38. Will it be relevant to consider if the foreign court had personal jurisdiction over the parties?

Enforcement of foreign judgments will require that the foreign court had proper jurisdiction to hear the case and render a decision. This must be considered before a writ of execution is issued. As per the Procedural Code, no foreign judgment may be recognised unless the foreign court exercised proper jurisdiction over the matter. The authors observe that GCC Convention and Riyadh Convention rules (and any other relevant bilateral or multilateral rules and conventions to which Qatar is a party) should also be considered if and when relevant.

39. Will the local party have to have been served with any specific notifications before the case for a foreign court judgment to be enforceable?

A debtor must be served with a notice of the application for the enforcement of the respective foreign judgment.

40. Are judgments from some jurisdictions, e.g. other GCC states given greater deference - if so which ones and how?

The Riyadh Convention and the GCC Convention have enabled GCC judgments to be directly enforceable in other GCC jurisdictions. These Conventions provide that judgments of signatory states can be enforced in any other signatory state, given that the court rendering the judgments had proper jurisdiction, and that the dispute has come to a final settlement.

Notwithstanding, these Conventions also allow the court to refuse enforcement if, among other reasons, the foreign GCC judgment is contrary to Sharia Law, the Constitution or public order of the jurisdiction where enforcement is sought.

41. Will domestic authorities ever only recognise part or limit awards?

There is no specific distinction regarding partial awards. However, the Arbitration Law - mirroring the New York Convention - allows partial recognition or enforcement of arbitral awards. Similarly, recognition of partial awards is not prohibited under the laws of Qatar and thus it is safe to assert that the Qatari courts would recognise and enforce partial awards.

If parts of an award can be separated from other parts of an award (which may be void or unenforceable in Qatar), it may theoretically be possible for parts of the arbitral award to be enforced.

42. Will damages in a foreign judgment need to be paid in local currency/using local interest rates?

There is no legislative provision concerning the mandatory use of a particular currency for the purpose of damages payments. Accordingly, a tribunal may order the payment of a sum of money in any currency. However, courts may only issue damages in Qatari Riyals.

43. If a foreign judgment is recognised how is it enforced?

If a foreign judgment is recognised, it is enforced via a writ of execution. This writ of execution must be applied for before the competent judge.

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Description

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- Solicitor in England and Wales (with Higher Rights of Audience in Civil and Criminal Courts)

Biography

- Matthew, a partner in the Doha and London offices of K&L Gates, focuses his practice in construction law and dispute resolution. He has acted as advocate and counsel in ICC arbitrations in Qatar, the UAE, Saudi Arabia, Turkey, India and the United Kingdom, as well as in the Qatar International Court, the High Court of England and Wales, and an international adjudication on a gas facility in Tanzania. He has acted as sole arbitrator in a QICCA arbitration, in which he issued a final award, and has been appointed to QICCA's panel of arbitrators. He is a Fellow of the Chartered Institute of Arbitrators, a Fellow of the Chartered Institute of Building and has been accredited as a mediator by the Royal Institute of Chartered Surveyors.
- He also gives non-contentious construction advice, particularly in the rail sector. He has undertaken secondments to Qatar Rail and London Underground. He has advised on procurement for Doha Metro and has drafted construction contracts (including FIDIC, NEC, JCT, ACE, RIBA and bespoke forms) on construction projects of varying size and complexity. He has also been listed in Who's Who Legal 2015-2019 as one of the six leading construction lawyers currently working in Qatar.



Burak Eryigit
Associate, K&L Gates LLP (Doha, Qatar)
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Areas of expertise

Construction and Infrastructure; International Arbitration

Education

- LL.M., Queen Mary University of London - School of Law, London, UK
- LL.B., Bilkent University, Ankara, Turkey

Memberships

Bar of Istanbul

Biography

- Burak focuses his practice on international arbitration, energy & infrastructure projects and construction matters, and also advises clients on general Qatar, English and Turkish law issues relating to international arbitration, dispute resolution, and energy & infrastructure projects.
- Throughout his professional career, Burak has obtained extensive legal experience in commercial arbitration, construction arbitration, investor-state arbitration, gas price review arbitration, as well as energy & infrastructure projects – on top of his specialized education focusing on the same areas.
- Burak has worked as a visiting foreign lawyer and a foreign lawyer providing Turkish Law/Language assistance at two leading US/global law firms specializing in international arbitration, having previously worked as an associate for a highly-respected law firm in Turkey handling dispute resolution and international arbitration matters, as well as energy & infrastructure projects.

Reine Haidar

Paralegal , K&L Gates LLP

Areas of expertise

- Construction and Infrastructure
- Alternative Dispute Resolution
- Complex Commercial Litigation and Disputes
- International Arbitration
- Corporate and M&A Transactions

Biography

Reine Haidar is a bilingual paralegal in the firm's Doha office. Reine is a member of the firm's corporate and dispute resolution practice groups. Ms. Haidar has experience in legal matters relating to English, Qatar and Qatar Financial Centre laws.

Prior to joining the firm, Ms. Haidar worked at a multi-service law firm based in the UK where she gained experience in commercial disputes and international law. Ms. Haidar also worked at a law firm based in Qatar where she was involved in advising local and international clients on the laws of Qatar and the Qatar Financial Centre. During such employment, she was involved in drafting due diligence reports and legal opinions for governmental bodies and private corporations. Reine also has experience in drafting and reviewing different types of agreements such as NDA's, Articles of Association, Memoranda of Understanding, Settlement Agreements, etc.

Claudia El Hage

Partner, Rashed R al Marri Law Office

Areas of expertise

- Construction and Infrastructure
- Alternative Dispute Resolution
- Complex Commercial Litigation and Disputes
- International Arbitration
- Oil, Gas & Resources

Biography

Claudia El Hage is a Lebanese national. She has a Bachelor's Degree and a Masters in Law from Saint Joseph University, Beirut- Lebanon and she is a member of the Beirut Bar Association and admitted before the Qatari national Courts and QFC Qatar International Court and Dispute Resolution Center.

Claudia has practiced Law for over 25 years (out of which over 14 years in Qatar). In 2012, she partnered with Advocate Rashed Raja Al Marri under Al Marri & El Hage Law Office and she has been the managing partner of the Law Office since.

Al Marri & El Hage Law Office has a team of 13 specialized lawyers acting as legal counsels and/or litigators. The Law Office has established a solid reputation in Qatar and has many correspondent offices among international Law Firms licensed in Qatar or law firms abroad (UAE- Lebanon- Paris). It also has an international distinguished clientele of various nationalities and working in different fields.

Claudia works mostly in the following practice areas: Construction, Contracting, Engineering Consultancy, Corporate; Commercial; M&A; Property, Real Estate, Arbitration and Litigation. She advises international and local firms regarding their Projects in Qatar and all legal aspects pertaining thereto. She has advised clients and acted for them whether in litigation or arbitration or annulment recourses with regards to major projects in Qatar such as the Pearl Island, Qatalum, New Doha International Airport, QRail, Musheireb Properties Projects, Public Works Authority (Ashghal) Projects, Private Engineering Office Projects, as well as on setting foreign companies in Qatar.

Claudia also advises on all aspects of corporate and commercial matters and she has an international law practice essentially in providing legal counsel to many construction and commercial companies and corporations and in arbitration mainly under ICC Rules, QICCA Rules or ad hoc. Claudia also advises firms to set up with Qatar Financial Centre on commercial, corporate and compliance matters.

She has participated in debating and drafting the project of the Consumer Protection law and the Competition Act in Lebanon.

Claudia is fluent in Arabic, English and French.