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## The Procedural Rules Followed Before the Lease Dispute Settlement Committees and Their Compatibility with the Basic Guarantees and Principles of Litigation in Accordance with Qatari Law

Basel Al-Nawaiseh  

College of Law, Qatar University, Doha, Qatar

 Corresponding email: [bnawaiseh@qu.edu.qa](mailto:bnawaiseh@qu.edu.qa)

**Abstract** *Due to the increase in dealing with lease contracts in the State of Qatar, attention to these contracts and the resulting disputes has been one of the most important priorities of the Qatari lawmaker, especially with regard to the speedy resolution of these disputes, which has a significant impact on achieving justice and stability of transactions within the community. In order to prevent prolonging the litigation period in lease disputes, Law No. (4) of (2008) regarding renting real estate came and established a new phase of litigation procedures in relation to lease disputes through Article (21) thereof, which provided for the establishment of a*

*specialized committee to look into lease disputes called Lease Dispute Settlement Committee. This committee is headed by a judge with the rank of chief from the Court of First Instance chosen by the Supreme Judicial Council. In implementation of this, Cabinet Resolution No (37) of 2008 was issued regarding the rules and procedures to be followed before the lease dispute settlement committees. This study came to clarify these rules and procedures and their role in resolving lease disputes and their reflection on the speed of litigation and their compatibility with the guarantees and basic principles of litigation in accordance with Qatari law.*

**Keywords:** Qatari Law, Lease Disputes, The Lease Disputes Committee, Civil Procedure Law, Principles of Litigation

## 1. Introduction

The lease contract is one of the widespread contracts in the field of dealing between people, most of whom are either renters or tenants. The lease relationship and its development are a reflection of the economic, political and social changes taking place in society, which are embodied in disputes between landlords and tenants, as the interests of both parties to the contract are often conflicting. This is what pushes rent disputes to the top of the most prevalent disputes in the corridors of the courts. It is no secret to us that the increase in these disputes before the judiciary burdens the judge who is restricted by litigation procedures that may require a considerable time to resolve these disputes. This would be reflected on the role entrusted to him to achieve justice, which is often embodied in the speed of settling these disputes in order to preserve the stability of economic and investment life in the state without losing sight of the social role played by these

disputes between the groups of society that are divided between landlord and tenant.

This explains the interest of the Qatari lawmaker in this type of contract and the resulting disputes. In order to prevent prolonging the litigation period, the Qatari lawmaker has deliberately developed an alternative means of resolving real estate lease disputes and established a new phase of litigation procedures through Law No. (4) of (2008). This Law provides for the establishment of a committee specialized in looking into lease disputes, called the “Lease Dispute Resolution Committee,” to be headed by a judge with the rank of chief at the Court of First Instance, to be chosen by the Supreme Judicial Council. This committee is competent to resolve all disputes that arise from the lease relationship between the landlord and the tenant as a matter of urgency.

Consequently, the lawmaker has assigned this committee a judicial function and a precluding jurisdiction over these requests, thereby removing the original jurisdiction of the ordinary judiciary in these disputes. In implementation of this, Cabinet Resolution No (37) of (2008) was issued regarding the rules and procedures to be followed before the lease dispute settlement committees. The Resolution included the procedures for considering the lease dispute request and applying the rules of jurisdiction in this regard. It explained the mechanism for submitting the request and its attachments, including evidence and means of proof, notifying the parties to the dispute, exchanging statements, and how to appear and represent before the committee. The Resolution also indicated the stages of consideration of the dispute since the secretariat of the committee received the requests of the concerned persons, accompanied by the supporting documents and the prescribed fee. Then, it records them in the register prepared for this purpose even the decisions issued by the committee and the date on which

the stakeholders were informed about it in the register specified for, as well as following up on the implementation of the decisions issued by the committee.

By reviewing these procedures, we must not overlook the basic and essential principles of litigation guarantees that must be guaranteed to the parties to the dispute before the Lease Dispute Resolution Committee, given that its competence to consider these disputes is an exception to the original. This exception took away the original jurisdiction of the judiciary, before which the litigation provides guarantees that preserve the litigants' rights and enable them to access them in accordance with the provisions of the law and with the highest levels of justice. Also, by reviewing the extent to which these principles are respected before the Lease Dispute Resolution Committee, we find that the procedures followed before this committee respected some guarantees and squandered others. This contributed to the disruption of the opponents' positions before it, which in turn may hinder the achievement of the purpose for which this committee was established.

The importance of this study stems from the necessity of clarifying the procedural rules followed before the lease dispute settlement committees. This will be done by identifying the nature of this committee in terms of its formation, competencies and legal nature, as well as the procedures followed from the time of resorting to it until the issuance of the decision and its appeal. The compatibility of these rules and procedures with the basic guarantees and principles of litigation in accordance with Qatari law will be examined as well.

## **2. Method**

The study relied on the descriptive-analytical approach to identify the legal texts related to the issue of resolving rent disputes as a new way to settle such type

of disputes and analyze these texts to identify their implications and compatibility with general rules, judicial discretions and relevant jurisprudence opinions, particularly with regard to the extent to which the basic principles of litigation are observed.

### **3. Results & Discussion**

#### **A. Litigation procedures before the lease dispute settlement committees**

The Qatari lawmaker sought, through the creation of lease dispute settlement committees, to reduce the burden on the judiciary on the one hand and expedite the settlement of lease disputes on the other, with the shortest time and least effort. These committees are specialized in this field and seek to simplify litigation procedures, which contributes to the opponents' access to their rights through simplified procedures for defense guarantees and its basic principles. This leads to the achievement of speedy justice that obviates the parties to the dispute from resorting to the judiciary.

In order to find out about these procedures, it is necessary to address the nature of the lease dispute settlement committees and the procedures for considering the lease dispute request in the following two sections.

#### **1) Nature of the lease dispute settlement committees**

In this section, we will present the formation and functions of the Lease Dispute Resolution Committee and the legal nature of the work of these committees, as follows:

## *First, Formation and functions of committees*

Law No. (4) of (2008) regarding leasing real estate and its amendments stipulated the establishment of one or more committees in the Ministry of Municipality and Environment called the “Lease Dispute Resolution Committee” headed by a judge with the rank of chief at the Court of First Instance chosen by the Supreme Judicial Council. A resolution of the Council of Ministers is issued to form it and determine its pay<sup>1</sup>.

Although the law specified the capacity of the committee's chairman, it did not address the rest of its members or their number, leaving that to the decisions of the Council of Ministers. In this regard, Cabinet Resolution No (54) of 2013 was issued to form committees for the settlement of lease disputes. This decision indicated the formation of five committees for the resolution of lease disputes in the Ministry of Municipality and Urban Planning. These committees later became the Ministry of Municipality and Environment, each headed by a judge with the rank of chief in the Court of First Instance chosen by the Supreme Judicial Council and the membership of two representatives from the ministry. The decision also indicated that the nomination of the heads and members of the committees is issued by a decision of the Minister of Municipality and Environment<sup>2</sup>.

To avoid any apparent contradiction between Article (21) of Law No (4) of (2008) regarding the lease of real estate, which indicated that the head of the committee is chosen by the Supreme Judicial Council and Article (1) of Cabinet Resolution No. (54) of (2013) regarding the formation of committees for settling lease disputes, which indicated that the heads and members of the committees are named by a decision of the Minister of Municipality and Environment. It must be

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<sup>1</sup> Article (21) of Law No. (4) of (2008) regarding the lease of real estate, as amended, published in the Official Gazette No. (2) dated (19/3/2008) page (5).

<sup>2</sup> Article (1) of Cabinet Resolution No. (54) of (2013) to form committees for settling lease disputes, published in the Official Gazette No. (19) dated (12/30/2013) page (155).

said that there is no real conflict between the two previous texts, because the role of the Supreme Judicial Council is limited to assigning the names of judges to the Minister of Municipality and Environment who hold the rank of chief in the Court of First Instance, so that the decision to form committees is issued by the Minister of Municipality and Environment, who has the power to choose representatives from the ministry. Accordingly, the minister's authority is restricted with regard to the head of the committee who is determined by the Supreme Judicial Council. As for the members of the committee from among the ministry's employees, the minister shall specify them within criteria that fall within his powers.

It should be noted that each lease dispute resolution committee has a secretariat consisting of one or more employees of the Ministry of Municipality and Environment. A decision shall be issued by the Minister assigning them to the secretariat, as well as determining their remuneration<sup>3</sup>.

With regard to the scope of the committees' competence, especially the qualitative competence, the Qatari lawmaker stipulated that these committees urgently resolve all disputes arising from the lease relationship between the landlord and tenant in relation to lease contracts to which the provisions of Law No. (4) of 2008 regarding leasing real estate and its amendments apply<sup>4</sup>. The lease contracts subject to the provisions of this law must be concluded in writing and must be registered with the Real Estate Lease Contracts Registry<sup>5</sup>. The Qatari Court of Cassation confirmed that (no requests submitted by the landlord to the Lease Dispute Resolution Committee arising from the lease contract shall not be

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<sup>3</sup> Article (2) of Cabinet Resolution No. (36) of (2008) to form committees for settling lease disputes, published in the Official Gazette No. (11) dated (23/11/2008) page (55).

<sup>4</sup> Article (1) of Cabinet Resolution No. (37) of (2008) regarding the rules and procedures to be followed before the lease dispute resolution committees, published in the Official Gazette No. (11) dated (23/11/2008) page (58).

<sup>5</sup> See Article (20) of Cabinet Resolution No. (36) of (2008) forming lease dispute settlement committees.

heard unless the contract is registered in the aforementioned office, and the registration shall be within thirty days from the date of its conclusion. If the landlord does not register during the previous period, the registration fee shall be increased at increasing rates for every month that passes since the failure to register. This means that the failure to hear the landlord's requests before the Lease Dispute Resolution Committee or the judiciary is the effect of not registering the contract in the aforementioned office before submitting the requests before the committee or the judiciary. As for the delay in registration to after the expiry of the thirty days following the conclusion of the contract, it only entails an increase in the registration fee collected by the office without this preventing the landlord's requests from being heard before the committee as long as the registration has already been submitted to it because the lesson is in the pre-registration of the contract before the landlord submits his requests to the committee)<sup>6</sup>.

Accordingly, this committee specializes in settling disputes related to lease contracts of places and parts of places of all kinds, whether intended for housing, commercial or industrial purposes, or for other purposes, and furnished units whose lease period exceeds one month, whether the tenant is a natural or legal person<sup>7</sup>. In this context, the Qatari Court of Cassation confirmed that the qualitative competence of the committee is the occurrence of the dispute during

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<sup>6</sup> Qatari Court of Cassation Decision No. (42/2013) dated (7/5/2013), Civil and Commercial Department, Al Mezan website publications.

<sup>7</sup> See Article (2) of Law No. (4) of (2008) regarding leasing real estate, as amended. This Article provides for exceptions that fall outside the authority of the Committee, which are:

- 1- Public and private state property.
- 2- Agricultural land.
- 3- Space lands.
- 4- Lands of support services (industrial).
- 5- Apartments and hotel and tourist units.
- 6- Housing units allocated by the state or by various companies for employees and workers on the occasion of their work with them.



the validity of the contract and its connection with it. There is no consideration in that at the time of filing the lawsuit or the expiry of the contract at the time of the claim<sup>8</sup>.

Although the secretariat of the lease dispute settlement committees is not part of the committee's formation, the role entrusted to it is important and decisive in the committee's work, as the secretariat carries out tasks that play a key role in enabling the committees to carry out their duties to the fullest. The Secretariat is responsible for receiving requests from stakeholders, preparing a summary of the request and the attached documents, recording the minutes and dates of the sessions, the decisions issued by the committee and following up on the implementation of those decisions. Also, the secretariat prepares and controls a record of the requests submitted to the committee and keeps the originals of the decisions issued by it<sup>9</sup>. It shall also notify the requester and the other party of the request and its attachments, as soon as the session is scheduled, at least seven days before the date of its convening<sup>10</sup>.

## *Second, the legal nature of the rental dispute settlement committees*

Determining the legal nature of the lease dispute settlement committees is a very important issue. Examining this nature plays an important role in defining the applicable procedural rules, the right to defense and clarifying the nature of the decisions issued by these committees, whether they are administrative or judicial decisions. Determining this nature enables us to know the means of its work and the means of persuading it.

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<sup>8</sup> Qatari Court of Cassation Decision No. (17/2013) dated (2/4/2013), Civil and Commercial Department, Al Mezan website publications.

<sup>9</sup> Article (3) of Cabinet Resolution No. (37) of (2008).

<sup>10</sup> Article (5) of Cabinet Resolution No. (37) of (2008).

It should be noted that the Qatari lawmaker did not expressly specify the legal nature of these committees, so it is our responsibility to try to determine this nature. To review the relevant legal texts in the formation of committees for the settlement of rental disputes, especially Article (21) of Law No (4) of (2008) regarding the lease of real estate and the articles of Cabinet Resolution No. (37) of (2008) regarding the rules and procedures to be followed before the resolution committees lease disputes, we find that these committees came to have the authority and competence to look into lease disputes, after the judiciary was the one with the authority to do so. Therefore, the question remains to what extent these committees are considered judicial or administrative. In order to answer this question, the following must be noted:

- 1) The lease dispute settlement committees are not composed of judges, but rather include three members, the president of which is a judge, and the other two members are representatives of the Ministry of Municipality and Environment.
- 2) The decision to form these committees shall be issued by the Minister of Municipality and Environment, and the appointment of the head of the committee shall be the judge by the Supreme Judicial Council<sup>11</sup>.
- 3) The impartiality of all members of the commission, the chairperson (judge) and members (staff) shall be assumed, as the lawmaker sought to provide them with guarantees of validity<sup>12</sup>.
- 4) The committee issues decisions, not recommendations, as these decisions derive their binding force from the law. The lawmaker took these decisions

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<sup>11</sup> See the text of Article (21) of Law No. (4) of (2008) regarding leasing real estate, as amended, and Article (1) of Cabinet Resolution No. (54) of (2013) forming committees for settling lease disputes.

<sup>12</sup> Article (19) of Cabinet Resolution No. (37) of (2008), as amended.

with special consideration, as he obliged the committees to write the decisions, sign them from all members of the committee and make them include all the data that must be available in the judicial rulings, such as the names of the members of the committee, the parties to the dispute and their capacities, a summary of the subject matter of the dispute, the litigants' requests, pleas, and defenses, the supporting documents, as well as the evidence of the decision and content<sup>13</sup>.

- 5) The decisions issued by these committees shall have the force of the executive authority stipulated in Article (362) of the Civil and Commercial Procedures Law<sup>14</sup>. These decisions shall be subject to expedited enforcement<sup>15</sup>.
- 6) These committees are considered the first degree of litigation regarding lease disputes. The Qatari lawmaker permits those concerned to appeal against the decisions issued by the committee before the competent court of appeal within fifteen days starting from the date of the committee's decision, if its decision was in presence, or from the day following the announcement of the decision if its decision was in absentia<sup>16</sup>.
- 7) The meeting place for these committees shall be at the Ministry of Municipality and Environment<sup>17</sup>.
- 8) The committee considers requests without being bound by the procedures and deadlines stipulated in the Civil and Commercial Procedures Law, except for those related to the guarantees and basic principles of litigation, such as

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<sup>13</sup> Article (16) of Cabinet Resolution No. (37) of (2008), as amended.

<sup>14</sup> See the text of Article (23) of Law No. (4) of (2008).

<sup>15</sup> See the text of Article (25) of Law No. (4) of (2008).

<sup>16</sup> See the text of Article (24) of Law No. (4) of (2008).

<sup>17</sup> See the text of Article (2) of Cabinet Resolution No. (37) of (2008), as amended.

hearing witnesses, electing experts, investigation procedures, and other guarantees<sup>18</sup>.

- 9) The committee's sessions are public, its deliberations are secret, and its decisions are issued by the majority of the opinions of its members<sup>19</sup>.
- 10) It is not correct to re-present the same dispute between the same litigants without changing their capacities when it relates to the same right in subject and cause before the judiciary, because this dispute is outside the jurisdiction of the judiciary firstly, and secondly, because the matter has already been decided upon based on the authority of judicial rulings<sup>20</sup>.

Based on the foregoing, we can say that the work of these committees and pleading before them does not deviate from the role assigned to the courts. Its work supports the idea of having a judge at the head of this committee, which gives its work and decisions the prestige that is before the judiciary. The requests are recorded, documents are confirmed, the litigants and their agents are present, and the minutes of the sessions have the official status, as it is organized by the secretariat of the committee that carries out its tasks in accordance with the provisions of the law. Therefore, we find that the lease dispute settlement committees are administrative of a judicial nature. Although it is headed by a judge and exercises judicial work in substance, it is surrounded by a formation that is predominantly administrative in nature. Two of its members are employees of the Ministry of Municipality and Environment. The secretariat, which also exercises the role of the clerk's office in the courts, has an administrative character.

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<sup>18</sup> See the text of Article (8) of Cabinet Resolution No. (37) of (2008), as amended.

<sup>19</sup> See the text of Article (16) of Cabinet Resolution No. (37) of (2008), as amended.

<sup>20</sup> See in this regard the decision of the Qatari Court of Cassation No. (134/2013) dated (18/6/2013), Civil and Commercial Department, Al Mezan website publications.

This is what was confirmed by the Qatari Court of Cassation in one of its decisions which stated: (The Committee for the Settlement of Lease Disputes in this way and according to its formation of three members is considered an independent judicial body in some matter that the lawmaker singled it out for consideration. Its decisions are considered by their nature as judicial not administrative) <sup>21</sup>.

## **B. Procedures of consideration of dispute request**

The Qatari lawmaker addressed the litigation procedures before the lease dispute settlement committees in terms of submitting the request, examining and adjudicating it, through Cabinet Resolution No. 37 of (2008) regarding the rules and procedures to be followed before the lease dispute resolution committees, which was issued in accordance with the provisions of Article (22) of Law No. (4) of (2008) regarding leasing real estate. We will be addressing this section through three points as follows:

### ***First, submission of the request***

In accordance with the provisions of Article (4) of Cabinet Resolution No (37) of (2008) “The requester for adjudication of the dispute shall submit a written request to the Secretariat, after paying the prescribed fee. The request must include data related to the requester and the other party to the dispute, their capacity, nationality, place of residence, the subject of the request and its grounds. The request must also be accompanied by an explanatory memorandum, a portfolio of documents, a number of copies according to the number of the parties to the

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<sup>21</sup> Qatar Court of Cassation Decision No. (175/2011) dated 10/1/2012, Civil and Commercial Department, Al-Mizan website publications: See the same content, Qatari Court of Cassation Decision No. (33/2012) dated (1/5/2012), Department Civil and Commercial Publications, Al-Mizan website.

dispute, and a copy deposited with the secretariat of the committee. Any document written in a foreign language must be accompanied by a certified translation into Arabic". Based on the previous text, we find that the jurisdiction of the Committee for the Settlement of Lease Disputes begins with a request from one of the litigants in the dispute, and this request must be submitted in writing, either from the stakeholder or his agent at the Committee's secretariat after paying the prescribed fee of (100) riyals<sup>22</sup>.

The request also includes a statement of its subject and the grounds on which it relies, accompanied by an explanatory note and a folder of documents. It should be noted that Article (4) referred to above, included the basic data of the lawsuit sheet referred to in Article (31) of the Civil and Commercial Procedures Law.

The secretariat of the committee shall prepare a table to record the requests for settlement of lease disputes submitted with serial numbers, including a statement of the date of submission of the request, the subject of the dispute and its parties. The secretariat shall also collect the required fees for each request from the concerned parties<sup>23</sup>.

Submitting the request before the Lease Disputes Settlement Committee results in two conclusions: The first is the interruption of the periods prescribed for the extinguishment and prescription of rights or the filing of a lawsuit for them, the second is the necessity of deciding on the request, meaning that the committee is not allowed to deny justice and leave the request without deciding on the issue of the dispute between the parties.

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<sup>22</sup> See the text of Article (20) of Cabinet Resolution No. (37) of (2008), as amended.

<sup>23</sup> See the text of Article (3) of Cabinet Resolution No. (37) of (2008), as amended.

## *Second, consideration of the request*

The secretariat of the committee presents the file of the request after it has been submitted to it and the required fee has been paid to the head of the committee to set the date for the first session to start looking into the dispute. It shall notify the requester and the other party of the request and its attachments as soon as the session is scheduled and at least seven days before the date of its convening. The notification shall be by registered letter, or by any other means, including electronic means of communication or affixing to the property in dispute<sup>24</sup>. The lawmaker did well when he expanded the scope of the notification methods and did not limit them, which contributes to expediting the litigation procedures before the Lease Dispute Resolution Committee.

The Qatari lawmaker grants the Chairman of the Committee the power to instruct any of the parties to the dispute to provide what he deems necessary of clarifications or documents before the session set for examining the request and during the consideration of the dispute. The Committee also has the power to fine the instructed party an amount not exceeding (500) five hundred riyals if he does not carry out what it assigned him to do<sup>25</sup>. Noting that the power to set a date for the session and to assign an inquiry was specifically granted to the chair of the committee, and not to the committee, since the chair of the committee is a judge and can estimate the productivity of any documents or clarifications, he deems necessary to settle the dispute.

With regard to appearing before the committee, the two parties to the dispute may appear in person or through an agent in the litigation. It is the responsibility of the committee chairman to ascertain the capacity of the attending litigants or

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<sup>24</sup> See the text of Article (5) of Cabinet Resolution No. (37) of (2008), as amended.

<sup>25</sup> See the text of Article (6) of Cabinet Resolution No. (37) of (2008), as amended.

their agents<sup>26</sup>. The committee considers requests without being bound by the procedures and deadlines stipulated in the Civil and Commercial Procedures Law, except for those related to the guarantees and basic principles of litigation<sup>27</sup>. This authority is granted to the committee to work on settling the dispute away from the deadlines, which are often considered a limitation in the speed of settlement of such disputes. In this regard, the lawmaker prevented the consideration of the request from being postponed more than once for the same reason.

The committee examines the request and looks at the memoranda of the parties and the documents they submitted<sup>28</sup>. It has the right to hear their statements and request those whom it deems necessary to hear their testimonies<sup>29</sup>. The committee can also seek the assistance of the experienced engineers working in the municipality in whose jurisdiction the property in question is located<sup>30</sup>, given that the dispute may include technical issues that are difficult for the committee to be familiar with, which may necessitate resorting to specialists in this field. The secretariat of the committee is responsible for writing the minutes of the public sessions<sup>31</sup> in which the presence or absence of the litigants and their agents is proven. The committee may cancel the request if the requester or his representative does not attend any of the sessions after verifying the validity of his notification of the first session. It may also continue to consider the request and decide on it in the absence of the requester or the other party on its own or at the

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<sup>26</sup> See the text of Article (7) of Cabinet Resolution No. (37) of (2008), as amended.

<sup>27</sup> See the text of Article (8) of Cabinet Resolution No. (37) of (2008), as amended.

<sup>28</sup> See in this regard the decision of the Qatari Court of Cassation No. (175/2011) dated (10/1/2012), Civil and Commercial Department, Al Mezan website publications.

<sup>29</sup> See the text of Article (10) of Cabinet Resolution No. (37) of (2008), as amended.

<sup>30</sup> See the text of Article (9) of Cabinet Resolution No. (37) of (2008), as amended.

<sup>31</sup> See the text of Article (16) of Cabinet Resolution No. (37) of (2008), as amended.



request of the present one of them<sup>32</sup>. The committee may decide to establish the abandonment of the litigation, at the request of the requester, unless the other party requests to continue to consider the dispute<sup>33</sup>.

The Qatari lawmaker granted the committee the same authority granted to the judge in the court in terms of the possibility of joining the submitted requests if the litigants united and the cause and subject of the dispute were the same, to decide on them by one decision<sup>34</sup>. The lawmaker also granted the committee the power to conciliate between the parties to the dispute, as it may invite the parties to negotiate for a settlement of their dispute. If they respond, the committee decides to stop the procedures for a period to be determined in order to allow them to negotiate and reconcile<sup>35</sup>.

### *Third, deciding on the request*

After the committee completes all its procedures through public sessions, in terms of allowing the requester to present the subject of the dispute and submit his documents and enabling the person against whom the request is submitted to attend and present his documents, the committee issues its decision by a majority of the opinions of its members after the deliberation that the lawmaker stipulated to be confidential. The decision must also be in writing and signed by the head of the committee and the members, as well as it includes the names of the chairman and members of the committee that issued it, the place and date of its issuance, the names of the parties to the dispute and their capacities, a summary of the subject

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<sup>32</sup> See the text of Article (12) of Cabinet Resolution No. (37) of (2008), as amended.

<sup>33</sup> See the text of Article (13) of Cabinet Resolution No. (37) of (2008), as amended.

<sup>34</sup> See the text of Article (11) of Cabinet Resolution No. (37) of (2008), as amended.

<sup>35</sup> See the text of Article (14) of Cabinet Resolution No. (37) of (2008), as amended.

matter of the dispute, the litigants' requests, pleas, defenses, the supporting documents, and the reasons and text of the decision<sup>36</sup>.

It should be noted that the Committee may, at any stage of the dispute consideration, invite the parties to negotiate a settlement of their dispute. If they respond, the committee will decide to stop the procedures for a period to be determined, and if they reach a settlement of their dispute among themselves, the committee will issue a decision on the outcome of the settlement they agreed upon. Its decision in this regard shall be final. In the event of not agreeing to a settlement, the committee shall return to considering the dispute from where it stopped in the request procedures.<sup>37</sup>

It is prohibited for the litigants, after the request has been reserved for the decision, to amend their requests or submit new requests or submit any documents or defense memoranda after the request has been reserved for the decision, unless the committee declares that on a date it specifies for this purpose.<sup>38</sup>

The Qatari lawmaker granted the committee, within the framework of its judicial work, the power to correct material and arithmetic errors in its decisions. The committee exercises this authority at the request of the concerned parties or on its own, provided that the correction is made on the original copy of the decision and is signed by the chairman and members of the committee. The parties to the dispute may request an explanation of any ambiguity in the decision, and this interpretation is considered an integral part of the decision<sup>39</sup>.

In order to achieve the goal of the Qatari lawmaker in creating the work of the Committee for the Settlement of Rental Disputes, he stressed the need to

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<sup>36</sup> See the text of Article (16) of Cabinet Resolution No. (37) of (2008), as amended.

<sup>37</sup> See the text of Article (14) of Cabinet Resolution No. (37) of (2008), as amended.

<sup>38</sup> See the text of Article (15) of Cabinet Resolution No. (37) of (2008), as amended.

<sup>39</sup> See the text of Article (18) of Cabinet Resolution No. (37) of (2008) and its amendments: See in this regard, Qatar Court of Cassation Resolution No. (113/2012) dated (6/11/2012), Civil and Commercial Department, Al Mezan website publications

resolve disputes as a matter of urgency, so that the committee's decision on the request is issued within three months from the date of receipt of the dispute request by the Secretariat. For reasons related to the nature of the dispute, the time limit may be extended for an additional period, provided that it does not in total exceed six months from the date of receipt of the request by the Secretariat. The lawmaker also granted the committee the power to extend the specified period required for expert work<sup>40</sup>. It is noted that the Qatari lawmaker did not have any legal effect on the committee exceeding the previous periods during its consideration of the dispute, which forces us to say that the periods mentioned in Article (17) of Cabinet Resolution No. (37) for the year (2008) are organizational periods whose purpose is to urge the committee to resolve the dispute as a matter of urgency. The work of the Committee shall not be invalidated after the expiry of the periods stipulated in Article (17) referred to above.

It should be noted that the decision issued by the Committee for the Settlement of Lease Disputes in the dispute before it is subject to appeal by the concerned parties before the competent Court of Appeal within fifteen days starting from the date of the issuance of the committee's decision if it was in presence, or from the day following the announcement of the decision if it was in absentia<sup>41</sup>.

### **C. Compatibility of procedural rules with the basic principles of litigation**

Article (8) of Cabinet Resolution No. 37 of 2008 stipulated that the committee consider requests without being bound by the procedures and deadlines stipulated in the Civil and Commercial Procedures Law, except for those related

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<sup>40</sup> See the text of Article (17) of Cabinet Resolution No. (37) of (2008), as amended.

<sup>41</sup> See the text of Article (24) of Law No. (4) of (2008) regarding leaseing real estate, as amended.

to guarantees and basic principles of litigation, such as hearing witnesses, deputizing experts, investigation procedures and other guarantees. Thus, we find that the Qatari lawmaker has sought to surround the procedural rules followed before the Committee for the Settlement of Lease Disputes with the basic guarantees and principles of litigation, since the natural way to resolve these disputes between individuals is to resort to the ordinary judiciary; Because litigation before the state judiciary provides guarantees that litigants preserve their rights and enable them to access their substantive rights in accordance with legal frameworks<sup>42</sup>.

In an attempt from us to determine the extent to which the Qatari lawmaker is aware of the procedural rules with the basic litigation guarantees contained in Cabinet Resolution No. (37) of (2008), we will review these guarantees and basic principles as follows:

## **1) Basic principles relating to the commission and its work**

The basic principles related to the committee and its work are those duties entrusted to the party looking into the dispute, as it is custodian of the interests of the parties to the conflict who resort to it to seek judicial protection and implement the will of the lawmaker. Therefore, these principles and guarantees refer to the litigants' right to sue before an authority empowered by law with the judiciary function and the authority to settle disputes, while they are assured of the impartiality, independence, and impartiality of this entity to one over the other. If there are any circumstances that undermine this reassurance or confidence, the

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<sup>42</sup> Magazi A. "Equality and Access to Justice", *Journal of Middle East Research* 47 (2018): 284-310.

effectiveness of these basic principles will appear. We will be addressing these basic principles as follows:

### ***First, invalidity of committee members and their disqualification***

The principle of the judge's impartiality is one of the most important guarantees that the lawmaker guarantees to the litigants, so that the judge appears before the opponents with the highest levels of impartiality in order to preserve the confidence in the litigants who wish to place their requests and defenses in the hands of a judge who always seeks to implement the law away from personal interests and private whims. To this end, the lawmaker created controls that govern the judge's authority to adjudicate the dispute through the idea of invalidity and disqualification in the Civil and Commercial Procedures Law<sup>43</sup>.

The lawmaker was also keen on this in Cabinet Resolution No. (37) for the year (2008), where it was stated in Article (19) "It is not permissible for the chairman of the committee or any member of its members to attend or participate in its work when discussing a dispute in which he previously expressed an opinion or was a party to it, or has a direct or indirect interest in it, or if he is a relative of one of the parties by lineage or affinity up to the fourth degree, or an agent for one of the litigants in his private business, or his legal representative, custodian or guardian."

The judge's invalidity to consider the case means: "the inadmissibility of considering it by him or taking any action in it by removing him from it and assigning another judge<sup>44</sup>." It is forbidden for a judge who has any of the cases of

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<sup>43</sup> Articles (98 - 116) of the Qatari Civil and Commercial Procedures Law No. (13) of 1990 and its amendments dealt with the issue of judges' incompetence, their dismissal and removal.

<sup>44</sup> Al-Zoubi, Awad Ahmed, *Al-Wajeez in the Jordanian Civil Procedure Procedures*, 4th edition, (Amman, 2019), p. 72.

invalidity specified in the law to hear the case because he is not fit to hear it even if one of the litigants does not want him<sup>45</sup>.

Subject to the system of invalidity whoever is granted by the lawmaker a judicial function, or the jurisdiction of the judiciary, i.e. gives him by law the authority to settle disputes, because the invalidity is related to public order, so it is not permissible to be exempted from the application of its provisions except with a special and explicit provision of the lawmaker. Therefore, members of the Committee for the Resolution of Lease Disputes are subject to the provisions of invalidity regulated by the Qatari lawmaker in Cabinet Resolution No. (37) of (2008) in Article (19), which restricted it to the following cases.

Therefore, members of the Committee for the Resolution of Lease Disputes are subject to the provisions of invalidity regulated by the Qatari lawmaker in Cabinet Resolution No. (37) of (2008) in Article (19), which restricted it to the following cases:

- 1) Expressing a prior opinion in the dispute, or being a party to it.
- 2) Having a direct or indirect interest in the dispute for any of the committee members.
- 3) Being a relative of one of the parties by lineage or affinity up to the fourth degree.
- 4) Being an agent for one of the litigants in his private business, or his legal representative, custodian or guardian.

Therefore, the text was wrong when the lawmaker restricted the cases of invalidity of members of the Lease Dispute Settlement Committee to these cases only, because this violated the guarantees of the litigants before the committee, especially since Law No. (4) of (2008) regarding leasing real estate and Cabinet Resolution No. (37) of (2008) regarding the rules and procedures to be followed

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<sup>45</sup> Article (98) of the Qatari Civil and Commercial Procedures Law No. (13) of 1990, as amended.

before the committees for the settlement of leasing disputes, it is not referred to the rules and provisions of the Civil and Commercial Procedures Law without a text. Without this explicit text on the referral, there is no room to implement the cases of invalidity contained in that law. Among the cases of invalidity that the text omitted are the following:

- 1) **If his wife has an existing litigation with one of the litigants in the case or with his wife:** If a member of the committee, its chairperson, or the delegated expert has an existing litigation with one of the parties to the request or with his spouse, this matter undoubtedly confirms the invalidity of the member of the committee to consider the request and decide on it, for the same reasons and causes for the invalidity of the committee member in this case, because the litigation, especially the actual litigation before a court, would generate grudges and a desire for revenge.
- 2) **If there is a suspicion of inheritance:** The suspicion that a member of the committee inherits one of the parties to the dispute is a compelling and urgent reason for invalidity, especially the nature of the committee's work related to real estate and lease contracts. If it is possible that one of the members of the committee or the delegated expert will inherit one of the parties to the request, even if there is someone withholding him, since the reason for withholding may be removed before the dispute is resolved<sup>46</sup>, then it must be a reason for the lack of validity that requires the lawmaker to intervene and stipulate it. As long as this reason necessitates the invalidity of the judge despite his supposed

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<sup>46</sup> Al-Nimr, Amina, *Laws of Pleadings, Book One*. (Mansha'at Al-Maaref, Alexandria, 1982), p. 104; Al-Zoubi, Awad Ahmed, *Al-Wajeez in the Jordanian Civil Procedure Procedures*, 4th edition, (Amman, 2019, p. 75.

integrity, impartiality and neutrality, it is more appropriate for the invalidity of a member of the Lease Disputes Settlement Committee.

- 3) **If his wife has an interest in the existing case:** In this case, we find that the text of Article (19) of the Cabinet Resolution referred to above did not indicate the case of a realistic interest for the wife or husband of a member of the Lease Dispute Resolution Committee. It is not correct to say that the aforementioned text prevented any of the members of the committee from having a direct or indirect interest in the dispute, because the prohibition in this case was expressly related to the member's own interest and this cannot be measured against his spouse.
- 4) **If the head of the committee and a member of the committee or its members, or the representative of one of the litigants or his defender, has a blood relationship or affinity up to the fourth degree:** we find that the lawmaker has considered this case in the Qatari Civil and Commercial Procedures Law as a case of invalidity. The justification for this is that the kinship relationship between the members of the committee may make one of them be affected by the opinion of the other, which negatively affects the role of the committee in achieving justice. The same applies if there is a kinship relationship between the representative of one of the litigants or his defender with any of the members of the committee. In the absence of a provision for this case of invalidity in Cabinet Resolution No (37) of (2008), if this incident is realized in one of the committees, it is necessary to activate Article (2) of the same resolution, which stated: (The chairperson of any committee or any member of a committee may replace any chairperson or member of another committee, if necessary, in coordination between the committee chairpersons).

With regard to the response of the Chairman and members of the Lease Dispute Resolution Committee, we did not find a provision for that in Cabinet



Resolution No. (37) of (2008). It is assumed that anyone who practices judicial work, be it a judge, an arbitrator, a body or a committee with judicial jurisdiction, should be subject to this idea. In other words, whoever is authorized by the lawmaker with a judicial function by granting him the authority to settle the dispute, or whoever performs the work of judicial assistants, or justice assistants, such as experts who are used by the committee during the consideration of the dispute. The Qatari lawmaker provided for the judges' disqualification in the Code of Civil and Commercial Procedures in Articles (100-116).

The lawmaker distinguished between the reasons for the judges' invalidity and the reasons for their disqualification, by deeming the judge unfit to hear the case by force of law, and this resulted in the invalidity of his work and judgment, even if he was not aware of the reason for the invalidity in him, even if this was done by the agreement of the litigants, while he did not make such an effect on the availability of the reasons for the disqualification, but rather made it dependent on the request of any of the litigants. The cause for this is that the reasons for invalidity affect more the self and push the judge to be biased, unlike the reasons for the disqualification, which have less impact, which prompted the lawmaker to suspend their effect on the realization of their existence before the case is considered<sup>47</sup>.

The failure to state the reasons for the disqualification in the above Cabinet decision opens the door wide for the parties to the request to further raise doubts about the impartiality, independence, neutrality and bias of the committee's chairman and members, which may destabilize the purpose for which the disqualification system was established. This also contradicts the practice of the Qatari lawmaker in determining the reasons for the judges' disqualification in the

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<sup>47</sup> Sawi, Ahmed El-Sayed, *The Mediator in Explaining the Civil and Commercial Procedures Law*, (Cairo University Press and the University Book, Cairo, 1990), p. 113.

Civil and Commercial Procedures Law, by following a flexible inventory of the reasons for the disqualification.

We find that in light of the failure to provide for several cases of invalidity, and the failure to provide for the disqualification of the Chairman and members of the Lease Dispute Settlement Committee in Cabinet Resolution No. 37 of (2008), the only way for the litigant affected by the decision of the Committee for the Settlement of Lease Disputes, in which the reason for the invalidity or disqualification was in one of its members, is to resort to the competent court (the Court of Appeal) to challenge the committee's decision in accordance with the provisions of Article (24) of Law No. (4) of (2008) regarding the lease of real estate. This article states: "People concerned may appeal the decisions issued by the committee before the competent court of appeal, within fifteen days starting from the date of the committee's decision, if its decision was in presence, or from the day following the announcement of the decision if its decision was in absentia." In the same regard, we note that the text of Article (19) of Cabinet Resolution No. (37) of (2008) did not indicate the legal effect of the availability of cases of invalidity referred to in the text, which calls for the need for the lawmaker to intervene by amending the text of the article and declaring the committee's work invalid, if any of the cases referred to in Article (19) are present.

### *Second, dismissal and replacement of a committee member*

The importance of the two guarantees of removal and replacement for members of the Lease Dispute Resolution Committee is the possibility of redressing cases in which the reasons for the invalidity or the reasons for the disqualification do not exist. The litigants do not stand perplexed by realistic or legal circumstances that may delay the decision on the request or waste their time

and effort due to the failure of the members of the committee to perform their role to the fullest extent, for any reason<sup>48</sup>.

Dismissal is when the competent authority appoints or nominates the chairman or member of the committee, removing him from its membership for any reason other than the reasons for invalidity and disqualification. Thus, the dismissal differs from the obligatory stepping down in the event of cases of invalidity and from the permissible stepping down in the event of embarrassment, which was provided for by the Qatari lawmaker in Articles (101-102) of the Civil and Commercial Procedures Law. The Cabinet Resolution No (37) of (2008) stipulating the rules and procedures to be followed before the committee did not address the explicit text of the state of dismissal. Therefore, it was suggested to the Qatari lawmaker to stipulate a case of dismissal of a committee member based on a written request from one or all of the parties in cases where the reason for the request is not related to invalidity, if any member of the committee is unable for a realistic or legal reason to perform his task or has stopped performing it without an acceptable excuse, which harms the parties to the dispute.

As for the replacement of the committee member, it is the appointment of a replacement for the member due to the termination of the membership or the absence of the committee member from attending the sessions, whether for justified reasons or for a legal or realistic obstacle, or for any reason, due to the importance of taking into account the speed of settlement of lease disputes, especially since the committee meeting is valid only in its full formation<sup>49</sup>. The Qatari lawmaker has stipulated in Cabinet Resolution No. (37) of (2008) the case of replacing a member in Article (2) thereof, which states: "The head of any

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<sup>48</sup> Nawaiseh B. "Litigation Guarantees before the Real Estate Common Removal Committee". *Faculty of Sharia and Law Review. Tfhna ElAshraf, Al- Azhar University* 22, No. 1 (2020): 702-742.

<sup>49</sup> See Article (2) of Cabinet Resolution No. (37) of (2008).

committee or any member of a committee may replace any chairman or member of another committee, if necessary, in coordination between the heads of the committees. It is noted on this text that the lawmaker did not specify the scope of the case of necessity that calls for replacement, but rather left it in the hands of the committee chairpersons themselves, and the text did not indicate whether the replacement was temporary or permanent. Therefore, we hope that the lawmaker will intervene to amend the text to determine cases of necessity, such as the member's absence from attending the committee's sessions, whether with or without an excuse, whether it is due to a sick condition of the member or because of his transfer from his workplace in the Ministry of Municipality and Environment to any other place of work, given that the member of the committee must be an employee of the Ministry of Municipality and Environment in accordance with Article (1) of Cabinet Resolution No. (54) of ( 2013) to form committees for settling lease disputes.

## **2) Basic principles relating to litigants**

Although the Lease Dispute Resolution Committee consists of a judge headed by it and two employees of the Ministry of Municipality and Environment, the work of the Committee is judicial in the legal sense. Therefore, the basic principles and guarantees in litigation must be observed by its members during the performance of their job, because these guarantees are related to public order. It is not permissible to agree to exempt the committee from them and the committee may not violate them. Otherwise, its work will be flawed by the defect of violating the basic principles and guarantees of litigation, which are represented by the principle of request and the principle of equality between opponents. This is what we will cover as follows:

## *First, the principle of request and the principle of equality of opponents*

The principle of request is necessary to enable the judiciary to carry out its work. The same applies to any party that undertakes judicial work, such as the Lease Dispute Resolution Committee. The dispute cannot be considered without a request from one of the litigants<sup>50</sup>. Although the Qatari lawmaker has granted the Lease Disputes Settlement Committee a specific jurisdiction to look into disputes related to real estate lease contracts. The committee does not have the right to initiate consideration of any dispute on its own without a request from the stakeholders.

The Qatari lawmaker emphasized this principle in Law No. (4) of (2008) regarding the lease of real estate. It stipulated that “the committee, in addition to the other competencies stipulated in this law, shall have the power to resolve as a matter of urgency all disputes arising from the lease relationship between the lessor and the lessee, in relation to the lease contracts to which this law apply<sup>51</sup>. Council of Ministers Resolution No (37) of (2008) also affirmed this principle through the text of Article (4) in which it was stated, “The requester for adjudication of the dispute shall submit a written request to the Secretariat...” as well as Article (5) in which it was stated “The committee chair sets the date for the hearing of the request....”

The importance of the request seems to be that it sets the limits of the authority of the Lease Dispute Resolution Committee with regard to the requests submitted. The committee has no right to overstep the limits of these requests by creating new ones, changing the content of the original requests, or ruling against

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<sup>50</sup> Wali, Fathi. *Arbitration in National and International Commercial Disputes in Science and Action, 1st Edition, Volume 1*, (Mansha’at al-Maaref, Alexandria, 2014), p. 398.

<sup>51</sup> Article (22) of Law No. (4) of (2008) regarding leasing real estate, and in the same direction Article (1) of Cabinet Resolution No. (37) of (2008) went.

someone who is not a party to the request, or for the committee's decision to be based on a reason other than the one on which the requester relied in his request, nor to judge for an opponent with what he did not request, even if it was supplementary or related to the request, even if the opponent deserves it based on the facts and documents of the dispute as long as he did not request it<sup>52</sup>.

The question that arises regarding the principle of request is the extent of the importance of the continued effectiveness of this principle during litigation procedures, as for the committee, meaning is the availability of this principle necessary only to activate the mechanism of the judiciary? Or does the continuation of this mechanism require the persistence of this principle throughout the litigation procedures before the Lease Dispute Resolution Committee? By reviewing the provisions of Articles of Cabinet Resolution No (37) of (2008), we find that Article (12) stipulates the following: "The committee may cancel the request if the requester or his representative does not attend any of the sessions after verifying the validity of his announcement to the first session. It may also continue to consider and decide on the request in the absence of the requester or the other party, on its own initiative or at the request of the present party.

Article (13) states, "The committee may decide to prove that the requester has left the litigation, at his request, unless the other party requests to continue hearing the dispute." Therefore, we conclude from the above two texts that it is not required that the principle of the request that the litigation arose out of persist until a decision is issued in the request by the committee, as the Committee may continue to consider the dispute despite the absence of its two parties or the presence of the party against whom the request is made and the absence of the requester. The committee also has the right to continue examining the dispute even though the

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<sup>52</sup> Wali, Fathi, p. 399.

requester has left the litigation as long as the party against whom the request is made wishes to continue examining the dispute.

With regard to the principle of equality between litigants before the judiciary, it means that all citizens of the state, without discrimination based on gender, color, language, creed, or personal opinions, have the right to sue before the courts, that the procedures that apply to the trial are the same no matter how different persons litigating, that the applicable law does not differ according to their differences<sup>53</sup>. This principle stipulates that the judicial authority that handles the dispute should give equal opportunities to the litigants to express their requests, defenses and pleadings, whether related to the dates of submission of requests and documents, permitting their submission, accepting them or rejecting them<sup>54</sup>.

The principle of equality between the litigants does not mean a restriction of the discretionary power of the committee in assessing the evidence submitted by the parties to the dispute, because this principle aims at procedural equality by giving each of the litigation parties an opportunity equal to the opportunity of his opponent in submitting his requests, defenses, and documents. It does not prejudice this principle if the committee rejects a request from one of the litigants for lack of seriousness or for submitting it late after the case is ready for judgment. Its acceptance of a request or a document from the other party was very clear about its importance and its productivity in resolving the issue of the dispute<sup>55</sup>.

On the other hand, the committee does not have the right to grant one of the parties more time to submit his evidence and documents than it grants to his opponent, or allows one of the parties to seek the assistance of a witness without granting his opponent the same right, or grants one of the parties the right to

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<sup>53</sup> Abdullah, Abdel Ghani, Bassiouni, *The Principle of Equality before the Judiciary and Ensuring the Right to Litigation*, (Alexandria Knowledge Foundation, 1983), p. 16.

<sup>54</sup> Al-Zoubi, Awad Ahmed, pp. 47-48.

<sup>55</sup> Wali, Fathi, p. 400.

discuss the witness or expert or see the expert report or the litigant's documents<sup>56</sup>, without allowing this to the other litigant. If it did so, the decision issued by it would be defective by violating the principle of equality between the litigants, without prejudice to her discretionary authority in evaluating the litigants' evidence and the extent of the seriousness and productivity of their requests in the request.

Although it was not expressly stated that the principle of equality between litigants must be observed in Cabinet Resolution No. 37 of 2008, the committee is obligated to respect this principle as it relates to public order, it is not permissible to deviate from it even with the agreement of the litigants. In this regard, Article (8) of the above decision stipulates that "the committee considers requests without being bound by the procedures and deadlines stipulated in the Civil and Commercial Procedures Law, except for those related to the guarantees and basic principles of litigation, such as hearing witnesses, deputizing experts, investigation procedures, and other guarantees."

## *Second, the principle of confrontation and the principle of the right of defense*

The correlation between the principles of confrontation and respect for the right to defense is obvious. Respecting the principle of confrontation must lead to respect for the right of defense. The use of the right of defense may not be achieved without implementing the principle of confrontation. The principle means the right of each opponent to be fully informed, at a useful time, of all litigation procedures, the realistic and legal elements they contain, which can be essential in

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<sup>56</sup> See in this regard the decision of the Qatari Court of Cassation No. (221/2010) dated (1/3/2011), Civil and Commercial Department, Al Mezan website publications.



forming the conviction of the judge<sup>57</sup>. Meaning, the right of each opponent to be enabled to know or see the documents and means of his opponent's defense, be given sufficient and appropriate time for that, and to submit motions, allegations, and defenses in the face of the opponent<sup>58</sup>.

The principle of confrontation aims to inform the litigant of the motions and documents submitted during the procedures for considering the dispute. The confrontation between the litigants is the best way to enable the litigant to express his objections to his opponent's claims and discuss them, so that each of the parties to the dispute is aware of the papers and documents submitted by his opponent in support of his claim and therefore, enabling him to respond to them and refute them in a timely manner.

The requirements of the principle of confrontation require the Lease Dispute Settlement Committee, during the consideration of the dispute, to take into account this principle from the formal point of view of informing the parties to the dispute of the dates of the sessions and inviting them to attend, to enable them to exercise their right to peruse any documents or papers submitted by the other opponent, and to give them an adequate opportunity to answer them. The committee does not have the right to hear a defense from one of the litigants without inviting the other litigant, and to ensure, in his absence, that he was notified of the date of the hearing. It is also forbidden to invite one of the parties without the other, or to accept from him means of defense or documents outside the session, of which his opponent is not aware, in order to be able to submit his objections and documents to respond to them.

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<sup>57</sup> Al-Qassas, Eid Muhammad, *The Judge's Commitment to Respect the Principle of Confrontation, A Comparative Analytical Study in the Egyptian and French Pleadings Law*, (Dar Al-Nahda Al-Arabiya, Cairo, 1994), p. 18.

<sup>58</sup> Al-Mansour, Anis, *Explanation of the Provisions of the Jordanian Evidence Law, 1st Edition*, (Ithraa for Publishing and Distribution, Amman, 2011), p. 36.

The principle of confrontation requires that you appear before the Lease Dispute Resolution Committee, which must take all measures to verify the validity of the declaration of the parties to the dispute to attend the sessions before it. The Qatari lawmaker affirmed this in Article (5) of Cabinet Resolution No. (37) of (2008) which stated: "The committee chairperson sets the date of the hearing of the request, the secretariat informs the requester of it, as well as informs the other party of the request and its attachments. Immediately upon fixing the session and at least seven days before the date of its convening, the notification shall be by registered letter, or by any other means of knowledge, including electronic means of communication, or affixing to the property in dispute."

The decision of the Council of Ministers above regarding the rules and procedures to be followed before the lease dispute settlement committees did not address the principle of confrontation except in the previous text. Consequently, the lawmaker has neglected many aspects of the confrontation principle that he was keen to emphasize in the Civil and Commercial Procedures Law. As the committee's observance of the principle of confrontation is not limited to informing the litigants of the date of the hearings, but rather it must extend to the investigation sessions and the various evidentiary procedures, whether with regard to hearing the litigants' own statements or the litigants' discussion of witnesses or the expert.

The Committee's obligation to respect the principle of confrontation extends to the decision in the dispute. It is not permissible for it to base this decision on papers, documents or means of defense that one of the litigants has not been able to view and discuss and express his response and objections to. On the other hand, the principle of confrontation has been achieved as soon as the opponent has seen these documents and papers and given him a sufficient period to respond to them.

As for his actual response and discussion, the committee has nothing to do with him, and the committee will not bear the burden of his failure or negligence<sup>59</sup>.

With regard to the principle of the right of defense, it means that “each party to the judicial litigation must be able to present his defense, respond to the defense of his opponent, submit his documents, review the memoranda or documents submitted by his opponent, and give him the time sufficient to respond to these memoranda or documents<sup>60</sup>.” The principle of the right of defense shall be established for whoever is proven to be an opponent in the request, whether the requester, the requested, or an intervening person. This right can be upheld at any stage of litigation, whether before the committee or before the court of appeal or cassation because it is related to public order. The lawmaker's regulation of the dates of defense procedures does not prejudice the idea of public order, as this is considered regulating by the lawmaker to use this right without prejudice to its essence.

The requirements of this principle require that the committee should not accept a document or evidence from one party without enabling the other party to express its defense regarding it, nor should it ignore a fundamental defense held by one of the parties or turn away from it without checking it. The committee must also take into account the rule that the defendant is the last person to speak, whether the defendant is a defendant with an original request or a counter. The committee shall also not issue its final decision in the dispute without enabling the litigant to express his defense on the documents or papers submitted by the other litigant in support of his allegations<sup>61</sup>.

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<sup>59</sup> Tammam, Mr. Abdel Aal, *The Principle of Confrontation in Arbitration Dispute*, (Dar Al-Nahda Al-Arabiya, Cairo, 2000), p. 24.

<sup>60</sup> Wali, Fathi, p. 403.

<sup>61</sup> See Al-Faziri, Amal, *Guarantees of Litigation, Analytical Comparative Study*, (Mansha'at Al-Maaref, Alexandria, 1990), pp. 80-81.

Although the Qatari lawmaker in Cabinet Resolution No. 37 of 2008 did not expressly state this principle, we find that it indicated the need for the committee to respect the guarantees and basic principles of litigation in general, including the principle of the right of defense, such as hearing witnesses, delegating experts, and investigation procedures<sup>62</sup>. The lawmaker emphasized that the committee considers requests without being bound by the procedures and deadlines stipulated in the Civil and Commercial Procedures Law. This requires the committee to set dates for the parties to present their defense. It may also reject any defense presented after the period specified by it, as long as it has taken into account equal opportunities and deadlines between the litigants.

## 4. Conclusion

In this study, we dealt with the subject of the procedural rules followed before the lease dispute settlement committees and their compatibility with the basic guarantees and principles of litigation in accordance with Qatari law. This was done in two main topics, the first: what are the committees for settling lease disputes in terms of the formation of the committees, their jurisdiction and procedures for considering the request for dispute, the second: the extent to which the procedural rules are compatible with the basic principles of litigation, whether the basic principles related to committees and their work or those related to litigants. As a result, we concluded a number of conclusions and recommendations as follows:

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<sup>62</sup> See Article (8) of Cabinet Resolution No. (37) of (2008).

- 1) The Qatari lawmaker established a new phase of litigation procedures regarding lease disputes through Law No. (4) of (2008). The lawmaker entrusted this committee with a judicial function and a jurisdiction these requests, thereby stripping the original jurisdiction of the ordinary judiciary in these disputes, giving the committee the power to consider those disputes and issuing decisions as a degree of litigation. Its decisions are subject to appeal before the Court of Appeal.
- 2) The committee's competence begins with submitting a written request to the secretariat, fulfilling the conditions. The submission of the request before the committee for the Settlement of Lease Disputes has two results: the first is the interruption of the periods prescribed for the extinguishment and prescription of rights or the filing of a lawsuit, the second result is the necessity of adjudicating the request as a matter of urgency.
- 3) The committee considers requests without being bound by the procedures and deadlines stipulated in the Civil and Commercial Procedures Law, except for those related to the guarantees and basic principles of litigation, without specifying these guarantees or providing for them expressly, but leaving the committee the authority to observe them in accordance with the general rules, such as the guarantee of the request and equality between the litigants and the principle of confrontation and defense.
- 4) In Cabinet Resolution No. (37) of (2008), the lawmaker organized a guarantee that the members of the committee were not eligible to consider the request but limited it to the cases mentioned in Article (19) of the decision and neglected other cases that were stipulated in the Civil and Commercial Procedures Law. The lawmaker also did not address the guarantee of the committee members' disqualification.

The necessity for the Qatari lawmaker to introduce amendments to Cabinet Resolution No (37) of (2008) regarding the rules and procedures to be followed before the lease dispute settlement committees, which is the procedural umbrella for the litigation procedures before the committee. Therefore, we suggest the following modifications:

- 1) Considering the request for settling the lease dispute before the committee as an urgent request and not a request for urgency. Therefore, there is a necessity of restricting the committee to specific periods for the exercise of its work and imposing a legal effect on exceeding these periods.
- 2) It is necessary for the committee to consider the requests while adhering to the procedures and dates set by the cabinet decision that take into account the state of urgency so that they are relatively short deadlines that contribute to not prolonging the litigation period.
- 3) It is necessary to stipulate all cases of invalidity and the judge's disqualification contained in the Civil and Commercial Procedures Law.
- 4) A provision for referring to the Civil and Commercial Procedures Law in matters that are not mentioned in Cabinet Resolution No. (37) of (2008) regarding the rules and procedures to be followed before the committees for the settlement of lease disputes.

## **5. Declaration of Conflicting Interests**

The authors declare there is no conflict of interest in the publication of this article.

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## Author(s) Biography

Dr. Basel Al-Nawaiseh holds a doctorate in civil law (civil responsibility) from the French University of Rouen and has been working for more than ten years in the Faculty of Law at Mutah University (Jordan). Dr. Nawaiseh held some academic administrative positions at the Faculty of Law, at Mutah University, from Assistant Dean, Head of Private Law Department, Vice Dean, and Dean of the College of Law. He is currently a professor in the Private Law Department at the College of Law - Qatar University since of 2021. Dr. Al-Nawaiseh has many books and research in the private law field, and is active in the field of scientific research, as he supervised many postgraduate students including master's and doctoral degrees, and also has conducted viva voce discussions for many master's and doctoral theses. He has also been practicing the legal profession as a lawyer for more than 20 years.

 <https://orcid.org/0000-0002-5965-7002>

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