

Qatar Court of Cassation  
2<sup>nd</sup> Civil Division  
Cassation No. 24-2018  
27 February 2018

Hamad International Airport Expansion Project Steering Committee, representing the Qatar Government

- Appellant

China State Construction Engineering Corporation

- Respondent

It is settled that the trial court has full discretion to interpret contracts, agreements and all writings and disputed terms in a manner that properly reflects the intention of the parties and reveals their mutual intention, while ensuring that its interpretation does not go beyond the plain meaning of such writings, as long as its bases its decision on sound reasons which are supported by evidence. The Court of Appeal held that the order made against the Appellant for compensation and arbitration costs was based on the arbitration agreement which provides that they shall indemnify the Respondent against any cost, loss or damage and that interest was awarded against the Appellant as compensation for their failure to perform their obligation. The Court of Appeal's findings are sound and supported by evidence and constitute a categorical reply to every contrary argument. The Appellant's challenge is but a substantive argument concerning the exercise of the trial court's discretion which has no place before the Court of Cassation. The appeal is entirely bereft of any grounds according to Article 1 of Law No. (12) of 2005 (on the conditions and procedures of appeal by cassation in non-criminal matters) and is therefore dismissed under Article 16 of said law.