

# Employee privacy violations and their consequences

**Aldana Bakhit Alnaimi**

State lawyer - Ministry of Justice/ head of appeal cases  
[alnaimi.aldana@hotmail.com](mailto:alnaimi.aldana@hotmail.com)

**Abstract:** The subject of the study is important because it represents the worker as the cornerstone of the production process in various fields and fields, and because of this status that he enjoys, research in the guarantees and rights that must be enjoyed by a very important research requirement, the study is based on the assertion of violations to which the worker is exposed in his privacy and the consequent effects. As the analytical and comparative technique was used to solve this topic, the primary question is what are the violations to which the worker is exposed in his privacy and their consequences?

The study was divided into two sections to accomplish its goals. The first dealt with compensation through contractual liability, through which the type of worker's injury, the scope and limits of compensation, the extent of its mandatory requirements, and the availability of elements of work injury and their requirements were discussed. Then we went on to the second section, which was about compensation through missive responsibility, where we talked about the pictures of the worker being assaulted before the contract was signed and the Qatari legislator's opinion on these violations. The researcher ultimately came to a number of conclusions, the most significant of which was that the harm may affect both the physical and moral entity of the person, meaning that the worker's injury may be material or moral or both. The researcher also came to a number of recommendations, the most significant of which was the amendment of the Labor Law by stipulating the images of violations of rights and freedoms in detail and singling them out with a separate chapter so that the employer is not arbitrarily in that.

**Keywords:** Labor law, employee, privacy violation, rights of labour, Compensation, Employment injury

## Introduction:

The violation constitutes a breach of the individual's or worker's tranquility and threatens his tranquility and stability, and because privacy is a right of the worker that cannot be waived, we also record that any harm or violation of the worker must be addressed in several ways. The French Civil Code, in particular, article 9 of it, which declares that everyone has the right to respect for his personal life, refers to a number of ways to stop the injury to the person who is being harmed. We point out that the Court has the authority to compel the end of any aggression against an individual in article 9's second paragraph. This is in addition to giving him just recompense, as though the French court had mandated this as a preventative measure to avoid things going worse.

Given the significance of the order, which is to end the assault par excellence, this is one of the cases where the court rules without the requirement for a victim's request. If the employee violates his privacy, he has the right to request an end to the assault immediately, and doing so is not regarded as waiving that right. He also has the right to sue the aggressor for damages because this is a worker's right. The Qatari legislator claims that compensation is calculated in accordance with the guidelines of Article 199 of the Civil Code, which states: "Any mistake that results in harm to others shall require the person who did it to recompense.<sup>1</sup>"

We discover that the existence or absence of fault determines responsibility, demonstrating that if the fault and subsequent damage are identified and are causally related, compensation will be provided. Compared to the majority of the laws that have lately undergone revisions, including the Jordanian law, which was mentioned in the text of Article 256 of it as any damage caused by any person who is obligated to compensate and did not address the error because the actions could cause damage and if they were not errors, why did he link them to that and rob the right holder of his right? By applying this principle to the current research, we

---

<sup>1</sup> Text of Article 199 of the Qatari Civil Code - Official Gazette, Issue 9, Publication Date: 06/07/2004 corresponding to 19/05/1425 AH.

find that This approach does not require linking the error to compensation because the worker is the one who made the mistake.

### **Problem of the study:**

A worker cannot be denied compensation for a right or for a disability he or she produced as a result of a mistake if it is not significant relative to the degree of the harm done and the cause (if it weren't for the work, the injury would not have occurred). The primary concern is what privacy violations the worker is subject to and the results of those violations since even if his liability differs—whether contractual or negligent—he can still initiate a civil lawsuit to seek compensation. In order to respond to this query, the following questions must be addressed:

1. What does it mean when an employee is unable to work due to illness or disability?
2. What are the limitations and scope of compensation, as well as the scope of its obligation?
3. What are the elements of availability and mandatory work injury?
4. What are the different types of assaults on the worker's private life before the contract is signed?
5. What is the Qatari legislator's attitude on violations of the worker's life prior to the contract's conclusion?

### **The significance of the study:**

The significance of the study is derived from the significance of the topic because it represents the worker as the cornerstone of the production process in various fields, and because of this status, research on the rights and guarantees that must be enjoyed has become a crucial research requirement. Given that it is one of the conditions for ensuring the continuity and stability of work on the one hand, and further evaluating the legal mechanisms and controls set in Qatari law and others in order to preserve its human dignity and job status from any arbitrariness or violation inflicted on it by the employer on the other.

### **Objectives of the study:**

The study is based on a statement of the violations to which the worker is subjected in his privacy and the consequences, and in order to accomplish this, various objectives must be met, as follows:

1. A definition of what is intended by the worker's illness or disability while performing his job.
2. Investigate the scope and boundaries of compensation, as well as the extent of its responsibility.
3. Emphasize the availability and mandatory aspects of workplace injury.
4. Extending the types of assault on the worker's private life prior to the contract's termination.
5. Before signing the contract, determine the Qatari legislator's opinion on worker safety violation.

### **Limitations of the study:**

The researcher encountered difficulties in presenting the majority of the special laws related to the protection of the worker's life, particularly because she used a comparative approach between all of these laws, such as Qatari, Egyptian, and French labor law, in order to find texts that protect the worker from any abuse he may be subjected to by his superiors. The research additionally necessitated the presentation of international conventions on workers, which is a gap in public law, so it linked all of these conventions to what adapts to the subject of the thesis and with private law, and Qatari law was reviewed and compared with other laws, and the strengths and weaknesses of all laws were monitored.

### **Study Methodology:**

The paper used the analytical method, analyzing Qatari legal texts and other laws connected to the subject of the research, an analysis that would clarify all of the articles and dimensions that it wants, as well as the protection it provides, even if it is implicit. The comparative approach was also used, which included comparing texts from various countries and legislations with the position of the Qatari legislator and judiciary, identifying and strengthening strengths, identifying weaknesses and developing remedies for those points, and answering questions throughout the research.

### **Structure of the study:**

1. Compensation through contractual liability.
  - 1.1. The nature of the worker's illness or disability during the performance of his work.
  - 1.2. The limits and scope of compensation and the extent of its obligation.
  - 1.3. The availability and mandatory elements of the work injury.
2. Compensation through missive responsibility
  - 2.1. Copies of the assault on the worker's private life before concluding the contract.

2.2. The position of the Qatari legislator on violations on the life of the worker before the conclusion of the contract.

**1. Compensation through contractual liability:**

One of the most important rights that an individual affirms in society is the protection from any intrusions on his private life. He works tirelessly to impose this protection for himself from the interference of other people and society, and he has complete freedom to take or leave something in order to win a quiet life free of any issues and free from the publication and public<sup>2</sup>.

Therefore, if the employee is the victim of any violations in his public life, the offender is required to provide restitution. However, this raises the question: What if the victim and the aggressor have a contractual relationship?

There is no doubt that the contractual relationship is the bond that unites the employer and the worker, whereby the latter becomes dependent on the employer, putting him under the authority of the employer, so the freedom of the worker is restricted after the conclusion of the employment contract, but this restriction does not constitute a waiver of his freedom and rights, but rather the waiver is limited only to certain things that help the worker's proper functioning.

Especially since a supervisor may accept things that could jeopardize the worker's origin and safety, yet he does it for two reasons: First, the employer will watch the worker while he is performing his job and whether or not he is productive, which is possibly the most significant thing that the employer seeks.

The second is to study the worker's life and personal affairs to determine if he is unsuitable for work or if he is one of the people with court precedents, in order to ensure that contracts are not signed with incompetent people. As a result, as long as the reasons are for the common benefit, it is neither a violation nor an infringement on the worker's life.

This section will cover compensation in the event that a worker sustains harm that compromises the security and stability of his personal life while carrying out his duties. We will thoroughly explain the issue and demonstrate the significance of compensation and the existing contractual liability because it will undoubtedly be beneficial to the worker in the event of a work injury or to his family after his passing, and this is the best assurance for his life<sup>3</sup>.

As a result, the Qatari Labor Law protects the worker's life, particularly when it offers financial compensation. We also draw attention to the fact that the law makes a distinction between cases of death and disability; in the former, the legal blood money, as defined by Islamic law, is estimated to be worth 200,000 riyals, whereas in the latter, it is calculated in accordance with a schedule established and included with the Labor Law. In this case, the legislator has regulated every system that would guarantee the worker's life.

The Social Insurance Law, in particular, article 66 thereof<sup>4</sup>, states that the concerned authority is required to meet all the rights of injured workers, even if this responsibility is shared between them and another person. Egyptian law also refers to the need to grant the worker compensation for the damage caused to him. This means that the employee may seek reimbursement from the Public Authority for Social Insurance or from his or her employer. He is also allowed to combine the two compensations, one from the employer and one from the General Insurance Authority, if the Authority does not reimburse for damage. Furthermore, it should be noted that French law adopted this concept when it established the necessity of compensating the worker for any accidents and damages that may affect him, including occupational diseases, in application of the principle of fines for sheep, which accords the worker compensation for any damage that may result from

---

<sup>2</sup> Pauline, Antonios Ayoub, *Legal Protection of Personal Life in the Field of Informatics*, Lebanon, Al-Halabi Human Rights Publications, 2009, p. 40.

<sup>3</sup> Article 110 of the Labor Law states: The heirs of a worker who dies due to work and a worker who suffers a work injury resulting in permanent or partial total disability shall have the right to compensation. The amount of compensation in the event of death due to work is calculated in accordance with the provisions of Islamic Sharia. A work injury resulting in permanent total disability shall be deemed to have died.

The ratio of partial disability to the ratio of permanent total disability shall be determined in accordance with Table (2) attached to this Law. The amount of compensation in this case shall be calculated on the basis of this ratio of the amount of compensation provided for in the preceding paragraph - previous reference.

<sup>4</sup> Qatari Labor Law No. 14 of 2004 - Article 110 thereof - Official Gazette, Issue 9, Publication Date: 06/07/2004 corresponding to 19/05/1425 AH.

occupational accidents, whether for him or his heirs. As a result, the researcher monitors an agreement between Egyptian and French laws that if the compensation assigned to the worker by the General Authority for Insurance is insufficient, the employer must pay the difference until the compensation becomes paid for the damage because they complement each other, but only if the worker requests it<sup>5</sup>.

The creation of a body capable of paying compensation alongside the employer is a good notion to ensure the protection of the worker's rights and life. There is little doubt that if the employer is insolvent or on the verge of bankruptcy, the worker's right is guaranteed because the State is a full legal person and so accrues to the employer.

Furthermore, a body that pays workers' compensation would alleviate the burden on businesses, particularly those who operate large enterprises with a significant number of employees. Because many workers purposefully suffer self-harm in order to receive compensation, the existence of this body is critical for the two parties to the employment contract, whether the worker or the employer.

Because of this, and in the course of the interview with Mr. Ibrahim Al-Maadeed at the Employment Department, he explained that there is a special department for research and follow-up at the Ministry of Interior that performs work similar to that of the Public Authority for Insurance - even though the authorities and tasks differ - because in the event that the employer refuses to pay the amount of the domestic employee's travel ticket, the Public Authority for Insurance will step in to handle the situation. It gives the employee a ticket, goes back to get the money from him, stops him from leaving the country, and also stops him from hiring another worker until the money is paid. When looking for a body that works to safeguard a worker's rights and the employer alone is not simply accountable, we find that this approach is comparable to the positions of the French and Egyptian legislators.

In this scenario, a question arises: how is the value of compensation determined in the event of a worker contracting COVID-19? Compensation is based on the worker's impairment caused by this disease as a result of accident or death. However, because this disease is new and it is not possible to limit the symptoms that it may cause to the worker specifically, we notice that the Corona virus may cause some symptoms, such as blood clots, shortness of breath, blood vessel damage, or many infections in the respiratory and nervous systems, by referring to specialized recent studies. It can also cause entire or relative damage to the neurological system, liver, or lungs. There is no doubt that some symptoms may be delayed in appearing; that is, they require more time to appear on the worker; however, this does not mean that he is not entitled to compensation, and he or his family may seek it from the employer after his death, with the amount of compensation based on contractual or tort liability. Furthermore, he may be asked to answer questions depending on his follower's culpability for his follower's behavior if he is infected by another worker<sup>6</sup>.

### **1.1. The nature of the worker's illness or disability during the performance of his work.**

First off, the Qatari Labor Law defines a work injury in its first article as any injury that occurs due to or during work, or when a worker contracts one of the diseases listed in the table attached to the Labor Law. This definition also includes all times when the worker leaves for work or returns from work, provided that there are no external factors preventing him from doing so, such as if he has diverted from the path or stopped for a particular reason or something else<sup>7</sup>.

There is no doubt that harm may impact both a person's material and moral entity, so it is important to distinguish between the two. The worker's injury may be either material or moral, or both. The term "material damage" refers to harm that the worker sustains to his or her person or property, such as death, amputation of a limb, or skin burns. The Qatari Court of Cassation believes that compensation for moral damage should be

---

<sup>5</sup> Ruini, Najwa, A Comparison in the Foundations of Contract Formation, Electronic Journal of Legal Research, No. 3, 2019 - Page 6.

<sup>6</sup> Al-Hathal, Sami Mutarad, The Problem of Adapting the Worker's Infection with the Emerging Corona Virus: A Study in the Kuwaiti and Qatari Laws, Dar Al-Manzouma, Volume 9, Number 4, 2020, p. 346.

<sup>7</sup> Article 1 of the Qatari Labor Law stipulates in paragraph 19 on the statement of work injury: the injury of the worker with one of the occupational diseases stipulated in Table (1) attached to this law, or with any injury resulting from an accident that occurs to him during the performance of work or because of it, or during the period of his going to or returning from work, provided that the going and returning without stopping, defaulting or deviating from the normal road - previous reference.



taken into account when compensating the victim if the worker loses his memory completely or partially, or if he becomes insane and has a nervous breakdown as a result of what he does at work<sup>8</sup>.

### **1.2. The limits and scope of compensation and the extent of its obligation:**

The word "or the like" was introduced into Qatari law to reflect parties who share the same legal position as the worker and was limited to injuries suffered by the worker alone. On the other hand, we should point out that those who are not regarded employees are not entitled to any compensation in the event of an injury; as a result, whether compensation is given to a student who is undergoing training to become a worker or to a craftsman in training, they are not considered to be covered.

On the other hand, the French law indicated that the work injury is compensated in favor of the worker if it was on the occasion of work, in contrast to the Egyptian, Kuwaiti, and Qatari law, which was less comprehensive than the French law. The French law issued the first law on compensation for work injury on April 9, 1989, and since that time the law has gradually expanded.

The difference in this case is the causal relationship, as the legislator did not stipulate that there must be a causal connection between them in the broad interpretation of French law, whereas the other laws stipulate that the four conditions must be met: contract, damage, fault, and causation. This is due to the fact that we are not bound by direct material causality, but only by emerging causation. 'If it hadn't been for the effort, the injury would not have happened,' said the elite of the time<sup>9</sup>.

### **1.3. The availability and mandatory elements of the work injury:**

When a worker is injured at work, most laws require certain elements to be present, the most important of which is the damage that must occur as a result of the injury; if the opposite occurs or it is proven that the damage occurred prior to the injury, the worker is not entitled to compensation. As a result, in order for the worker to be compensated, he must not have caused the damage alone or with intention; if it is proven that the worker intentionally harmed himself, he is not entitled to compensation<sup>10</sup>.

There is no question that a causal link exists between the injury and the damage caused to the worker, hence it is not worth compensating for it if the cause of the injury is different. Finally, all parts must be available together, which is what is debated with the concerned authorities first - represented by the State of Qatar in occupational safety and health - all the way up to the Labor Disputes Settlement Committee, or the equivalent in other countries.

We observe that the Qatari legislator has regulated compensation in Chapter XI of the Act, which is to his credit, because he has listed several conditions: first, he must notify the employer promptly upon the injury and notify the police of all information connected to the accident.

In the event of a disagreement between the employer and the employee over the worker's injury, the competent department shall delegate jurisdiction to an authorized medical authority to report the damage. The law also requires the company to pay the worker's compensation for the injury within fifteen days.

If the worker dies as a result of the injury, the amount of death, i.e. compensation for the worker's life for the same duration of injury, must be deposited with the court treasury within fifteen days, which is the body in charge of distributing the heirs. In the event of a disagreement between a worker and his or her employer, this competent authority steps in to mediate the matter before resorting to the courts<sup>11</sup>.

---

<sup>8</sup> See: Court of Cassation - Civil & Trade Division - Number: 190/2010; Court of Cassation - Civil and Trade Division - Number: 89/2016.

<sup>9</sup> Judgment of the Qatari Court of Cassation No. 100 of 2016 dated 26/4/2016.

<sup>10</sup> Article 111 of the Labour Code stipulates: The provisions of the preceding two articles shall not apply if any of the following is proved:

- 1- The worker deliberately injured himself.
2. The worker was under the influence of narcotic drugs or alcohol at the time of the injury or death, and this influence was the cause of the injury or death.
3. The worker deliberately violated the employer's instructions regarding the maintenance of occupational health and safety or grossly negligent in the implementation of these instructions.

<sup>11</sup> On work injuries and compensation therefor in Law No. (14) of 2004 promulgating the Labor Law. Article 113 stipulates that: 'The right to claim compensation for disability or death shall lapse upon the lapse of one year from the date of the final medical report containing the occurrence of disability resulting from the injury, or confirmation of the occurrence of disability as a result of one of the occupational diseases listed in Table 1 attached to this Law, or from the date of the worker's death. 114 stipulates that the employer shall pay compensation for disability within a period not exceeding fifteen days from the date on which the

## 2. Compensation through missive responsibility:

Missive responsibility results in the existence of a breach of a legal obligation that is independent of the terms of the contract, and it always exists in the event that third parties are damaged. The law serves as the link in all such circumstances, regardless of how substantial the harm is to third parties. The opposite of a contract-based arrangement where the contract is the primary factor. If someone causes harm to another, that person is responsible for making restitution to the victim for their losses. Unlike the aforementioned contractual liability, damage that results in compensation includes harm to a person's soul, property, or even moral matters like reputation. In addition, compensation for the injured party's lost profits and losses is also due. Because the current study is concerned with the worker and the damage that may result from his labor, it is worth noting that the worker is always employed under an employment contract, and so the provisions of contractual liability apply to him.

However, there is space for missive responsibility to be imposed on the worker in certain cases, which we will address in this section, as we will show the types of attacks to which the worker who is applying for a specific job - that is, before the contract is concluded - and thus the contractual relationship is not available. We will go over two critical points with this section: First, the types of attacks and manifestations to which the worker may be subjected prior to the contract's termination. Second, the repercussions of such attacks should be identified, notably in terms of compensation.

### 2.1. Copies of the assault on the worker's private life before concluding the contract:

When a worker searching for a job performs an interview, nomination, or application on his own website electronically, it is clear that he is speaking for himself and alone to determine whether or not he is qualified for this profession. The employer shall perform such investigations as are permissible by law to determine if the candidate is competent or deserving of employment in this position, as well as to ascertain the availability of good behavior and other factors.

The French Constitutional Council affirmed this principle by allowing the employer to choose workers freely and by establishing the principle of free choice in order to preserve his work, but taking into consideration respect for the privacy of the worker. These circumstances would allow the exchange of information between the employer and the worker, and since the employer is free to choose the workers subject to him, he is obliged to respect the privacy of the worker.

The obligation of the employer before and after the employment contract must therefore be a contractual and missive responsibility, according to some legislation, we discover. While some other legislation, which was contractual in nature, only allowed liability after the end of the employment contract. Only contractual liability is applicable in Qatari law, although under basic principles and in the case that the contract is not executed, its parties are regarded as being unrelated.

Missive responsibility is established in accordance with the Civil Code's provisions, as it was stated in the National Human Rights Committee's book "The Pocket of the Worker" that the worker must take care not to abide by the oral agreement that they had before they arrived in the country and is not considered binding. The Committee also warned the workers that they must adhere to the contract and be eager to come to a conclusion<sup>12</sup>. Images of assault can be distinguished in three ways: by the employer spying on the applicant while applying for a job, by leaking private information about the application process, or by disclosing details about a worker's medical tests to determine his suitability for the position. It is customary for job applicants to include a brief description of their personal lives in their applications, and they may even be required to supply some personal information. However, there are situations when the worker may be wronged while looking for a job, whether it be during a face-to-face interview with the employer or in terms of the question program created by the business.

---

worker's disability is established or from the date of announcing the result of investigations supporting the occurrence of disability due to work. The employer shall deposit the death compensation in the treasury of the competent court within a period not exceeding fifteen days from the date of death or from the date of announcing the result of the investigations supporting the occurrence of death due to work. The court distributes the death compensation to the heirs of the deceased worker in accordance with the provisions of Islamic Sharia or the personal status law in force in the country of the deceased. The compensation shall devolve to the General Treasury of the State if three years have elapsed without specifying who is entitled to it.'

<sup>12</sup> National Human Rights Committee, Worker's Pocket Book, Worker's Pocket Book, 2009. <https://2u.pw/GCeYB> Accessed 4/3/2022 at 3:00.

The employee is required to respond to all inquiries, including those about their nationality, monthly salary, and way of life. The employee responds to all of these inquiries from the employer, but the responses are required to be kept private and should not be shared. The French courts, who adopted this tendency, have stated that the employer does not intrude on the employee's private life through queries; rather, they must remain within the parameters of their commitment to the job, so that it is not regarded as an infringement. Thirdly, through the employment application centers, where there are offices to which applicants go and which serve as the intermediary between applicants and employers, these offices must take great care to protect the information that applicants provide to them in order to be accepted for a position<sup>13</sup>. With the technological advancements we are seeing, we find that an employer may set up an automated system with a number of questions that the employee responds to, but there is a possibility of abuse when this information is made available and is simple to store, collect, and categorize at the touch of a button.

Therefore, the employer is not permitted to take any action based on such knowledge<sup>14</sup>, especially given that many jobs use this strategy to preserve social distance in light of the Covid-19 pandemic. It is important to notice and caution against sharing or disclosing such information with any third parties or individuals. The presence of intermediaries or offices that enable the provision of labor to employers is a method that we find to be complementary to the personal interview in which the questions are asked in the majority of countries. When engaging in their activity, these entities must adhere to all legal restrictions and not intrude on the worker's privacy or daily life; otherwise, this is regarded as a blatant violation.

Additionally, such offices or intermediaries must be directed and subject to various sanctions as a result of ongoing legal oversight. Here, we discover that, in contrast to the attitude of the European Parliament, the French legislator stressed the need to preserve liberties and personal privacy through the National Committee for Informatics and liberties, without the issue being founded on a legally enforceable provision in the law. The State of Qatar has designated the Ministry of Administrative Development, Labor, and Social Affairs as having oversight authority.

The results of any tests the employee has to do, like a medical examination, must be kept private because they are necessary for specific occupations. Specific even call for a certain level of fitness or the absence of any neurological or chronic disorders. If the employee is put through this type of test and it is discovered that he has a mental or physical illness, or even if it is determined during the examination that he will eventually develop a disease, then if this disease prevents the employee from starting work, the employer has a fundamental duty to keep this information a secret. If the employer disobeys this directive, he is clearly in violation of the applicant for the position and could face legal repercussions. Additionally, all forms of espionage used by the employer to assess a worker's ability to perform the duties assigned to him at work are rejected. In addition, no employer is allowed to eavesdrop or spy on a worker, either visually or audibly, nor is he allowed to view voicemails or emails sent through that worker's email account, as doing so clearly puts the worker's life in danger. to avoid creating a threat later on or something like.

Private life is untouchable and cannot be in any way interfered with. According to the French Labour Code, it is unlawful for an employer to keep track of job applicants, even if doing so is in the best interests of the employment. As a result, no information may be gathered if the applicant is unaware of it, and the company will be held legally liable. On the other hand, it is obvious that the employer is not liable if the employee is aware of the technique of information collection and gives his agreement, as long as the employee is informed of the method of information collection.

Otherwise, it is against the law and the principles of justice in both criminal and civil law, the latter being even larger and more complete than criminal law, where no individual is permitted to photograph others in public or private areas. Contrary to the Penal Code, which criminalizes filming in private places, anyone exceeds the limitations of this is held accountable before the judiciary, and he must recompense for the amount of what he has done<sup>15</sup>.

<sup>13</sup> Khalaf, Bio, The Development of the Protection of the Private Life of the Worker - Master's Thesis - Kasdi Merbah University, Ouargla, Alegria, 2011 - page 53.

<sup>14</sup> Ghannam, Ghannam Mohammed, The extent of the worker's right to the sanctity of his private life in the workplace, Journal of the Kuwait International Law School, Vol. 3 – Issue 9, 2015, p. 18.

<sup>15</sup> Text of Article 333 of the Penal Code No. 11 of 2004 Qatar, Official Gazette, Issue 7, Publication Date 30/05/2004 corresponding to 11/04/1425 AH.

## 2.2. The position of the Qatari legislator on violations on the life of the worker before the conclusion of the contract:

According to the relevant authorities, their job is only held if there is a contract between the employee and the employer, but prior to that, they do not have an existent legal standing, thus they did not receive any complaints. As a result, we conclude that there is no compensation based on contractual liability prior to the contract's conclusion, but the employee can institute civil action based on tort, based on the text of article 199 of the Civil Code, where he institutes the lawsuit, leaving the judge with discretion to assess the gravity of the damage.

The injured worker may choose the amount of compensation, but the court will ultimately decide. The court will use these provisions to protect all of the rights of individuals within their societies and will, if necessary, assess the severity of the material and moral damage. The idea that "whoever commits an act without being within a legal framework and obligation results in damage that obliges the person who committed this act and damage to compensate" was established by the Qatari Court of Cassation in judgment No. 83 of 2006<sup>16</sup>. The provision of Article 199 of the Act would be applicable and may be utilized to pursue missive responsibility damages in the event that an employer was at fault but the fault was personal and not covered by a contract.

### The conclusion:

After conducting a study on privacy invasions and their effects on employees, the researcher came to the following conclusions and suggestions:

#### • Results :

- Since both a person's material and moral well-being may be affected by the harm, a worker may sustain either a material or moral injury, or even both.
- Anyone who is not a worker is not entitled to compensation in the event of an injury; if the compensation is given to a student who is in the process of learning how to be a worker or to a craftsman who is in the process of learning their trade, they are not regarded to be covered by the compensation.
- Images of assault can take one of three different forms, including the employer spying on the applicant for a job or leaking private information about the applicant's job application or medical tests used to assess his suitability for the position.

#### • Recommendations:

- Modify the Labor Law to specifically outline the types of rights and freedom infractions and single them out for a separate dismissal to prevent employer arbitrary behavior.
- To ensure that everyone is aware of the latest advancements and information crimes, these laws must be updated. For example, the Trojan horse virus and other crimes that damage computers should be made explicitly illegal and specified with an explanation.
- Modifying the Qatari Labor Law to include the Authority and the concept of supplemental compensation in the texts relating to work injuries, in line with other laws like the French and Egyptian laws.

### References:

1. Al-Iaiftihat, Yasser-about the effect of the pandemic, such as the Corona virus on nodal obligations and how to compensate. See the research of the Corona virus and its impact on the implementation of contractual obligations, the Journal of the Kuwait International Law College - Eighth year, a special attachment, No. 6, Shawwal 1441 AH - June 2020.
2. Pauline, Antonius Ayoub, Legal Protection of Personal Life in the Field of Information, Lebanon, Human Rights Publications, 2009.
3. Judgment of the Qatari Court of Cassation No. 100 of 2016 dated 26/4/2016.
4. Court of Cassation judgment No. 83 of 2006 on February 13, 2007.
5. Khalaf, Bio, The Development of the Protection of the Private Life of the Worker - Master Thesis - Kasdi Merbah University, Ouargla, Algeria, 2011.

---

<sup>16</sup> Court of Cassation judgment No. 83 of 2006 on February 13, 2007.



6. Ruini, Najwa, A Comparison in the Foundations of Contract Formation, Electronic Journal of Legal Research, Issue 3, 2019.
7. Sarhan, Adnan - Worker's Guarantees in Compensation for Work Injuries in UAE Law, Al-Researcher Journal for Academic Studies, Fourth Issue, Bante University, Algeria, December 2014.
8. Ghannam, Ghannam Mohammed, The extent of the worker's right to the sanctity of his private life in the workplace, Journal of the Kuwait International Law School, Volume 3 - Issue 9, 2015.
9. Qatari Labor Law No. 14 of 2004 - Article 110 thereof - Official Gazette, Issue 9, Publication Date: 06/07/2004 corresponding to 19/05/1425 AH.
10. National Human Rights Committee, Worker's Pocket Book, Worker's Pocket Book, 2009. <https://2u.pw/GCeYB> Accessed 4/3/2022 at 3:00.
11. Court of Cassation - Civil & Trade Division - Number: 190/2010; Court of Cassation - Civil & Trade Division - Number: 89/2016.
12. Almizan| Qatar Legal Portal | ([almeezan.qa](http://almeezan.qa)) The attached table with the Labor Law.
13. Al-Hathal, Sami Murad, The Problem of Conditioning the Worker's Infection with the Novel Coronavirus: A Study of Kuwaiti and Qatari Laws, Dar Al-Mandumah, Volume 9, Number 4, 2020.