In the name of His Highness Sheikh Tamim bin Hamad Al Thani,

Emir of the State of Qatar

Neutral Citation: [2025] QIC (F) 64

IN THE QATAR FINANCIAL CENTRE

CIVIL AND COMMERCIAL COURT

FIRST INSTANCE CIRCUIT

Date: 27 November 2025

CASE NO: CTFIC0049/2025

KAHKSHAN SHOUKAT

Claimant

v

DEVISERS ADVISORY SERVICES LLC

Defendant

JUDGMENT

Before:

Justice Fritz Brand

Order

1. The Claimant's claims are dismissed.

2. The Claimant is directed to pay the reasonable costs incurred by Defendant in opposing this claim, such costs to be determined by the Registrar if not agreed.

Judgment

1. The Claimant is a citizen of Pakistan who resides in the State of Qatar. The Defendant is licensed by the Qatar Financial Centre (the '**QFC**') Authority to provide professional advice and assistance regarding visa applications.

2. According to the Claim Form, the claim is for repayment of the sum of QAR 37,500, being an advance payment in terms of a written contract between the parties executed on 21 July 2022 (the '**Contract**').

3. In answer to the claim, the Defendant filed a Statement of Defence whereupon the Claimant has filed a Reply.

4. Neither party is legally represented. This Court has jurisdiction to determine the underlying dispute by virtue of article 9.1.1.3 of the Rules and Procedures of the Court (the '**Rules**') in that it arises between "a*n entity established in the QFC and a contractor therewith.*"

5. In view of the relatively small amounts involved and in accordance with the objective formulated in article 4 of the Rules to ensure that "*litigation takes place expeditiously and effectively*", I shall decide the case on the papers without requiring evidence or argument. In any event the matter was allocated to the Small Claims Track by the Registrar pursuant to Practice Direction No. 1 of 2022 (Small Claims).

6. In terms of the Contract, the advance payment of QAR 37,500 was for services to be rendered by the Defendant in assisting the Claimant in her application for a UK Innovator Visa.

7. The Claimant’s case is that the Defendant had failed to render the services it undertook to provide under the Contract and that, in consequence, she has terminated the Contract and is entitled to repayment of the sums she paid under the Contract.

8. The Defendant denies that it acted in breach of the Contract. On the contrary, it contends that:

   i. It initially conducted a detailed assessment of the Claimant’s circumstances and issued a detailed checklist of documents required from the Claimant to submit the visa application.

   ii. Subsequently, it engaged a UK-based professional service provider to develop a comprehensive Innovator Visa business plan package, which encompassed: (i) development of an innovative business concept; (ii) drafting of the full business plan; (iii) market research; and (iv) financial forecasting, at a direct cost to the Defendant of QAR 26,581.

   iii. The finalised business plan was delivered to the Claimant who expressed her satisfaction with its contents via email.

   iv. It prepared and submitted a complete application and business plan on behalf of the Claimant to multiple authorised UK endorsement bodies. The monetary value of these services on the international market would amount to no less than QAR 12,785.

   v. However, on 3 August 2023, the Claimant instructed the Defendant to abandon the process and to bring the application in the name of her husband, Zubair Hussain, who had a better chance of success in the application because of his better qualifications and experience. These instructions are embodied in a document signed by the Claimant, entitled "*Declaration of Assignment*" in which the Claimant also acknowledged having received "*satisfactory services*" from the Defendant and waived any entitlement to a refund “*under any circumstances*."

vi. The Defendant agreed to the Claimant's request and initiated an entirely new application process for Zubair Hussain. The monetary value of these services on the international market would amount to no less than QAR 13,700.

vii. The Defendant's performance was consistently and materially hindered by the Claimant's persistent failure to cooperate, constituting a breach of duty under article 54 of the QFC Contract Regulations 2005 (the '**Regulations**').

9. As the legal basis for its denial that the Claimant was entitled to terminate the Contract, the Defendant relies on the following arguments:

i. The Contract imposed an obligation of best endeavours – not a fixed result – in accordance with the distinction contemplated in article 55 of the Regulations and the Defendant made those efforts.

ii. Time was not of the essence. Article 73 of the Regulations provides that where a contract omits a completion date, performance must be within a reasonable time. Given the two application cycles and the Claimant's delays, the Defendant's performance was within a reasonable period.

iii. The Claimant materially breached her cooperation obligations under article 54 of the Regulations, causally preventing completion and submission.

10. As I see it, the Claimant has failed to rebut the strong case thus put up by the Defendant. Accordingly, she has failed to establish that the Defendant acted in breach of the contract.

11. As to whether the Defendant is in the circumstances entitled to retain the advance payment, regard should be had to the following provisions of the Contract.

Clause 5

If the client revokes this Agreement or change his/ her mind or found to a criminal record after signing this Agreement then DEVISERS shall nevertheless be deemed to have performed its services satisfactorily.

Clause 6

If the Visa application is refused due to the error by the applicant -like but not limited to- any false/ incorrect information provided by applicant OR any fake document provided by applicant for the application purpose OR If the immigration authorities makes an enquiry to any authority about the applicant and the authority does not reply to satisfactory level OR if the applicant fails to give correct reply to the questions in the official interview related to visa application. In all these cases applicant will not be refunded any service charges paid to us.

Clause 7

DEVISERS will represent the applicant until the successful result of the Visa application. In case the application remains unsuccessful without falling under clause no. 6 (above mentioned clause) of this agreement, any PAYMENT received will be refunded in 2 weeks.

Terms of Business

You are automatically bound by the terms of this application process after you have paid an initial deposit of the total fees or have accepted by signing DEVISERS application form. You are free to decline our offered services before your Visa application is submitted to immigration authorities, but you would lose any fee you may have paid to DEVISERS.

Declaration

I/we have the right to decline the services of DEVISERS ADVISORY SERVICES LLC and to withdraw from the signed agreement with DEVISERS ADVISORY SERVICES and in this case I/we will not be entitled to any refund of the amount already paid to DEVISERS ADVISORY SERVICES LLC under any circumstances.

12. Accordingly, the Defendant is entitled, on the basis of these contractual provisions, to retain the advance payment in the event of unwarranted unilateral termination by the claimant. In *Manan Jain v Devisers Advisory Services LLC* [2024] QIC (A) 2 and *Zishan Anwar v Devisers Advisory Services LLC* [2025] QIC (A) 9, the identical contractual provisions were held to constitute a stipulation for liquidated damages as contemplated in article 107 of the Regulations. This article, which mirrors the UNIDROIT Principles of International Commercial Contracts, reads as follows (article 107(1)-(2)):

Where the contract provides that a party who does not perform is to pay a specified sum to the aggrieved party for such non performance, the aggrieved party is entitled to that sum irrespective of its actual harm.

However, notwithstanding any agreement to the contrary the specified sum may be reduced to a reasonable amount where it is grossly excessive in relation to the harm resulting from the non-performance and to the other circumstances.

13. With regard to the legislative history and context of the article, the following was said in *Zishan Anwar*, at paragraph 40:

Unlike the position in common law jurisdictions ... , it is not necessary for us to consider whether the clause stipulating the payment in the event of non-performance is enforceable or the test to determine enforceability, as the enforceability of the clause is not an issue. Article 107 of the QFC Contract Regulations 2005 is premised on the entitlement of the party who has stipulated for the agreed sum, subject to the power of the court to reduce it 'to a reasonable amount where it is grossly excessive in relation to the harm resulting from the non-performance and to the other circumstances'. Although, as this court said in Jain *paragraphs 28 and 29, the law of the QFC will be broadly developed and interpreted in line with English common law be broadly developed and interpreted in line with English common law, the position in relation to Article 107 is different as a deliberate Court said in Jain at paragraphs 28 and 29, the law of the QFC will policy choice was made.*

14. As to the application of article 107(2), paragraph 42 of *Zishan Anwar* states as follows:

The First Instance Circuit in assessing whether the sum stipulated in the agreement was grossly excessive in relation to the harm resulting from the non performance under Article 107 (2) did so by evaluating the damages to which that Devisers would be entitled for the work that it had done if that could be substantiated by evidence. It acknowledged that Devisers had adduced evidence of what other firms might have charged for the work, but it regarded the court's task as not being to assess the benefit that Mr Anwar and his wife might have received as evidenced by what others might have charged, but to assess what Devisers should receive for the work it did. In the absence of evidence as to the costs Devisers had incurred in doing that work it assessed the amount as QAR 15,000.

15. But as appears from paragraphs 44 and 45 of that judgment, the Appellate Division did not endorse the approach of the First Instance Circuit, when it held at paragraphs 44-45 the following:

In our view the language of Article 107(2) must be applied in the context of the purpose of Article 107 as a whole as we have set out. The question under that clause is not whether Devisers can show the damages to which it might be entitled resulting from the non performance or whether Devisers would otherwise be keeping a sum that Devisers had not earned. The context of Article 107 as a whole recognises the essential enforceability of the clause, but gives the court a power under Article 107(2) to modify that enforceability only to the *extent that the sum is shown to be grossly excessive. As the UNIDROIT commentary on Article 107(2) makes clear:*

It is moreover necessary that the amount agreed be "grossly excessive", i.e. that it would clearly appear to be so to any reasonable person. Regard should in particular be had to the relationship between the sum agreed and the harm actually sustained.

The harm actually sustained by Devisers would have been the loss of the payment of QAR 35,000 less the costs it was saved by the breach by Mr Anwar. That harm would have included the loss of profit that Devisers would have made. The evidence before the First Instance Circuit comprised of emails confirming meetings, the preparation of a business plan which was delivered to Mr Anwar and the preparation of a submission to endorsement bodies, a presentation, and training sessions for Mrs Mubarak's interviews….

16. In the event, the Appellate Division concluded in *Zishan Anwar* the following at paragraph 47*:*

Article 107 must be approached on the basis the stipulated sum is enforceable and the court can only reduce that sum to a reasonable amount if it finds that the sum was "grossly excessive in relation to the harm resulting from the non-performance and to the other circumstances' The only evidence before the First Instance Circuit was that put forward by Devisers. Making the allowances to which we have referred, we consider that the best estimate that can be made of the harm suffered by Devisers (including loss of profit) was QAR 25000. On that basis the stipulated sum of QAR 35,000 cannot be regarded as grossly excessive in relation to the sum of QAR 25,000. It follows therefore that Devisers are entitled under Article 107 to retain the entirety of the deposit of QAR 35,000 on the facts of this case. We therefore allow the appeal and hold that Devisers is entitled to retain the sum of QAR35,000.

17. This, as I see it, is an a fortiori case. On the Defendant's version of the facts, which stands uncontroverted, it incurred expenses of QAR 26,581 and delivered services to the value of a further QAR 26,581, a total of QAR 53,066, in the performance of its obligations under the Contract. This clearly exceeds the advance payment by the Claimant. In following the approach of the Appellate Division, as I must, I believe my conclusion in this case can therefore be no different.

18. Hence the Claimant's claim for repayment must fail. Regarding the question of costs, I can see no reason why costs should not follow the event.

By the Court,

[signed]

Justice Fritz Brand

A signed copy of this Judgment has been filed with the Registry.

<u>Representation</u>

The Claimant was self-represented.

The Defendant was self-represented.