



محكمة قطر الدولية
ومركز تسوية المنازعات
QATAR INTERNATIONAL COURT
AND DISPUTE RESOLUTION CENTRE

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

Neutral Citation: [2025] QIC (F) 57

IN THE QATAR FINANCIAL CENTRE
CIVIL AND COMMERCIAL COURT
FIRST INSTANCE CIRCUIT

Date: 9 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 application, to amend his Claim Form by substituting the name of his wife, Kahkshan Shoukat, for that of his own as the Claimant, is granted with no order as to costs.
2. The Defendant's challenge to this Court's jurisdiction is dismissed with no order as to costs.

Judgment

1. The Claimant is a citizen of Pakistan. The Defendant is licensed by the Qatar Financial Centre Authority to conduct business within the Qatar Financial Centre ('QFC').
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 concluded on 21 July 2022.
3. In terms of the contract, the advance payment was for services to be rendered by the Defendant in securing a UK Innovator Founder Visa. The Claimant's claim is in short, that for a period of three years, the Defendant had acted in breach of the contract by failing to submit the visa application to the UK authorities; that in consequence the Claimant has terminated the contract; and is claiming repayment of the advance payment.
4. In answer to the claim, the Defendant filed an Application Notice under article 19 of the Court's Rules and Procedures (the '**Rules**'), challenging the jurisdiction of this Court. The basis of the challenge, as formulated in the Application Notice, is that ex facie the contract relied upon by the Claimant, the contracting party is the Claimant's wife, Ms Kahkshan Shoukat (not the Claimant), and that in consequence, no contractual nexus has been established between the Claimant and the Defendant.
5. In response to the challenge, the Claimant brought an application to amend his Claim Form by substituting his wife's name for that of his own as the Claimant. This application is opposed by the Defendant, essentially on the basis that the application is not for an amendment of the claim, but for the introduction of a different Claimant in a different action, and that in consequence, the Defendant seeks the dismissal of the claim.



6. Having regard to the papers, it is clear from the contract annexed to the Claim Form that the Defendant is right in saying that the individual described as the party contracting with the Defendant was the Claimant's wife and not the Claimant himself. Yet, I find the position taken by the Defendant highly technical. It is clear from the correspondence between the parties that the Defendant negotiated with the Claimant as if he were the contracting party.
7. To set aside the claim and to compel the Claimant to start new proceedings in the name of his wife would subject substance to form, resulting in a wasteful exercise of time and money. In the circumstances, the obvious solution is to grant the amendment of the Claim Form sought by the Claimant.
8. Fortunately, I believe, the esoteric debate as to whether the substitution of a party can be regarded as an amendment to the Claim Form or the start of a new case, is avoided by the provision of article 25.1 of the Rules which provides that the Court may at any stage issue directions permitting the amendment of the Claim Form or of any Statement of Case (article 25.1.1), and adding or substituting a party or parties (article 25.1.2).
9. Even if the substitution of the Claimant's wife as the Claimant in his stead was therefore precluded under article 25.1, it is clearly permitted by 25.2, and in the circumstances it should, in my view, be granted.
10. Once Ms Shoukat is recognised as the Claimant, the substratum of the jurisdictional challenge disappears. This Court clearly has jurisdiction under article 9.1.1.3 of its Rules in that her claim requires the determination of a civil dispute arising between the Defendant as "*an entity established in the QFC and a contractor therewith*".
11. With regard to the costs of both the jurisdictional challenge and the application for an amendment, I believe that each party should bear its own costs.

By the Court,





[signed]

Justice Fritz Brand

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

Representation

The Claimant was self-represented.

The Defendant was self-represented.

