



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) 1

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

Date: 13 January 2025

CASE NO: CTFIC0051/2024

ZISHAN ANWAR

Claimant

v

DEVISERS ADVISORY SERVICES LLC

Defendant

JUDGMENT

Before:

Justice Ali Malek KC

Order

1. It is ordered that the Defendant pay the Claimant QAR 20,000 within 7 days of the date of this judgment.
2. The Defendant's Counterclaim is dismissed.
3. The Court makes no order as to costs.

Judgment

Introduction

1. The proceedings concern a claim by the Claimant, Mr. Zishan Anwar, on behalf of his wife, Mrs Hana Mubarak, and the Defendant, Devisers Advisory Services LLC ('**Devisers**'), a company operating in the field of immigration and licensed in the Qatar Financial Centre ('**QFC**'). The claim arises from a contract entered into in September 2021 regarding services related to securing a UK Innovator Visa, under which the Claimant paid QAR 35,000. As no visa was obtained, the Claimant seeks to recover the amount paid. Devisers deny any liability to refund the QAR 35,000 or any portion thereof. Additionally, it brings a Counterclaim seeking damages for the work performed for the benefit of the Claimant and his wife.
2. This claim has been allocated to the Small Claims Track under Practice Direction No. 1 of 2022 and has been decided based on the written submissions filed and served by the parties. Neither party requested an oral hearing, and given the issues and amounts involved, the Court considered it unnecessary to hold one.

The UK Innovator Visa

3. The UK Innovator Visa is intended for entrepreneurs looking to establish and manage an innovative business in the United Kingdom. To qualify, applicants must present a business plan that is not only new and innovative, but that is also viable and scalable. The business idea must be endorsed by an authorised UK endorsing body which must endorse the business idea, assessing the proposal's potential to contribute to the UK economy.

4. The application process for a UK Innovator Visa involves several stages. Applicants must first secure an endorsement from an approved endorsing body. These bodies evaluate the proposed business plan, considering factors such as innovation, market potential, and scalability. Once endorsed, applicants can submit their visa application to UK Visas and Immigration, providing the endorsement letter along with other required documentation such as proof of funds, identity, and compliance with English language requirements. After the visa is granted, the endorsing body monitors the applicant's progress during the visa period to ensure the business remains on track and meets the original criteria.

The Agreement

5. On 12 September 2021, the Claimant entered into an agreement with Devisers (the '**Agreement**') concerning Mrs Mubarak's application for a UK Innovator Visa.
6. Pursuant to the Agreement, the Claimant agreed to pay an initial deposit of QAR 35,000 to Devisers. This sum was paid on the same day that the Agreement was signed.
7. The Agreement contained the following express terms:
 - i. *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.
 - ii. *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.
 - iii. *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.

8. Devisers also had Terms of Business that formed part of the Agreement. They included the following terms.

i. *Clause 1*

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.

In addition you will be liable to pay full service charges or fees agreed in case of withdrawal after submission of application.

ii. *Clause 4*

These terms and conditions shall be governed and interpreted in accordance with the laws of the concerned authorities and/or Qatar and the parties submit to the exclusive jurisdiction of the concerned courts and/or Qatar International Court of Dispute Resolution Centre (QICDRC) / Qatar.

iii. *Clause 7*

The Client undertakes on instructing DEVISERS to apply for a Visa for him/herself or thereafter promptly on receipt of any request from DEVISERS to provide accurate and detailed information and documentation regarding the Client, like but not limited to the personal details, qualifications and work experience of the Client, and any other information or documentation that in its sole discretion DEVISERS may deem necessary in order to obtain a visa for a client.

iv. *Clause 8*

The applicant agrees to create new personal email address and to give its access to DEVISERS for the purpose of creating online application account of applicant for visa application and correspond for any visa application related matter. Applicant agrees to monitor this new email address regularly.

9. In the declaration of the Agreement (the '**Declaration**'), the Claimant agreed:

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.

10. The Claimant, in its Reply, contends that at the meeting in September 2021 when the Agreement was signed, Mr Nadeem Butt of Devisers "*promised that the entire process of winning the endorsement body's approval would not take more than six months from*

the day of the contract.” It is alleged that this promise was given to the Claimant in the presence of Mr Ayaz Ahmed.

11. The Claimant relies on a witness statement dated 19 December 2024 from Mr Ahmed, who stated that Mr Butt made explicit undertakings regarding refund terms. These involved (i) a full refund of fees if the visa application proved unsuccessful within six months, and (ii) processing this refund within two weeks following the six-month threshold.

12. The scope of work for Devisers, as detailed in Schedule Two to the Agreement, was as follows:

Services Include before visa

- *A detailed assessment of the client's circumstances.*
- *Advising for the exact documentation needed for an application to the visa authorities.*
- *Completing and submitting the applicant's and dependent's (if any) online application to the visa authorities.*
- *Assisting applicants for business plan topics (if any).*
- *Keep the applicant informed about his/her application status.*
- *Continue working upon visa application until a successful result.*

AFTER VISA SERVICES: advice upon following:

- *Complete visa requirements for the holder of the visa.*
- *Formation and establishment of business, either self-employment or limited company.*
- *Company registration, if required.*
- *Registration with HMRC (Her Majesty Revenue and Customs) if required.*
- *Registration with NHS (National Health Services).*
- *Introduction with the accountant, if required.*
- *Introduction with the bank, for business and personal bank accounts.*
- *Introduction of possible business venture or investment programs.*
- *Introduction of new or existing business opportunities.*
- *(NIN) National Insurance Number.*
- *Requirements of obtaining the Leave to Remain in UK and/or UK ILR (Indefinite Leave to Remain in the UK) and/or Nationality, 2 or 3- or 5-years route.*

Work done by Devisers under the Agreement

13. According to Devisers' Defence, an orientation meeting was held on 12 September 2021 with the Claimant and Mrs Mubarak, during which an assessment of Mrs Mubarak's case and circumstances was conducted. On 14 September 2021, Devisers provided a list of required documents, which included the necessity of obtaining an endorsement letter from a UK Government authorised endorsement body.
14. Devisers prepared a Business Plan for the purpose of applying for the visa. This was delivered to the Claimant on 20 January 2022. By way of an email dated 16 February 2022, the Claimant instructed Mr Talha of Devisers to submit the Business Plan to various endorsement bodies for approval.
15. By an email dated 21 November 2022, Glenn Monte of Devisers sent the Claimant and Mrs Mubarak a presentation for their review.
16. Devisers also arranged meetings with various endorsement bodies. An example of this is an email dated 23 January 2023 from Ms Jacob of Devisers to Mrs Mubarak referring to a video presentation with Kollider. In an email dated 31 December 2023, Mr Monte advised Mrs Mubarak on the matters to be covered in the video presentation.
17. In advance of interviews with endorsement bodies, Devisers also arranged training sessions for Mrs Mubarak. The Court was provided with numerous emails referring to Zoom meetings concerned with training.
18. The Defence refers to eight training sessions provided to Mrs Mubarak on the following dates: 8 April 2022, 12 April 2022, 16 April 2022, 28 May 2022, 8 June 2022, 3 November 2022, 16 November 2022, and 22 November 2022.
19. In the Defence, it is contended that the application and Business Plan was submitted to the following endorsement bodies: DRS Solutions on 3 March 2022, Innovator International on 4 August 2022, Consilium Consulting on 4 August 2022, Britbots on 30 August 2022, Boardroom Advisors on 1 September 2022, School Gate Accounting Services on 1 September 2022, Investors on 15 November 2022, IIHUB on 20 December 2022, Kollider on 21 December 2022, Founders Factory on 31 March 2023.

The refund claim

20. On 6 June 2023, the Claimant wrote to Devisers and sought a refund of QAR 35,0000.
21. In an email of 5 March 2024, the Claimant wrote to Devisers stating “*we were told that the entire process will take less than six months. If not then our money will be refunded*”. In its reply the following day, Devisers stated that “*your visa application is still under process, and its not refused, so that we can reapply for the endorsement letter. However we need your cooperation and patience during this time*”.
22. In the Reply, the Claimant refers to an email sent to Devisers on 2 September 2024 indicating that he would bring proceedings. The Reply refers to conversations that he alleges took place on 3 September 2024 and 5 September 2024. In the Claimant’s email of 11 September 2024 to Devisers regarding the latter conversation, he alleges that Devisers offered to pay QAR 20,000 and stated that the remaining QAR 15,000 out of the initial deposit of QAR 35,000 “*could be applied towards a different immigration or visa program of my choice with Devisers*”. The Claimant contends he rejected the offer and insisted on a full refund of the amount paid. Devisers, in its submissions, contends that it never agreed to the email of 11 September 2024.
23. Devisers contends that the Claimant, having decided not to proceed with the visa application, is not entitled to any refund. This argument is based on the fee retention contained in clause 1 of the Terms of Business and the provisions of the Declaration.
24. The Court understands the Claimant to be making a claim for a refund of the sum paid of QAR 35,000 on the basis of two arguments. First, in reliance on clause 7 of the Agreement. Second, as a result of a promise made by Mr Butt of Devisers prior to the Agreement.
25. As to the first argument, in his Reply, the Claimant relies on clause 7 of the Agreement and contends that since the visa application was unsuccessful, he is entitled to a refund of the monies paid QAR 35,000.

26. The Court rejects this argument. It considers that the clause deals with the situation where an application has been made to the UK authority but fails for some reason. In the present case, there is no evidence that any application was made to the UK authority.
27. It appears that the reason no application was made to the UK authority was that the Claimant had been unable to obtain an endorsement letter.
28. The Court notes that this conclusion on the meaning of clause 7 of the Agreement is the same as that reached by the Appellate Division in *Asma Al-Saud v Devisers Advisory Services LLC* [2024] QIC (A) 3 where at paragraph 22 (ii) it stated:

Under clause 7 of the agreement, Devisers was bound to refund the deposit paid within 2 weeks if the application remained unsuccessful without falling under clause 6 (above mentioned clause) of this agreement. The matters set out in clause 6 were all matters which arose after submission of the application to the immigration authorities; it seems clear, therefore, that clause 7 related to the position that might arise after submission of the application to the immigration authorities. This provision is therefore not applicable.

29. An alternative basis for the claim is that a promise or undertaking was made at the time of the Agreement that a refund would be issued if the visa was not obtained within six months.
30. The Court rejects this argument for the following reasons:
- i. The Claimant's case is fundamentally inconsistent. It is contended, on one hand, that the six-month period relates solely to the time required to secure an endorsement letter from an endorsing body. However, Mr. Ahmed's evidence indicates that the six-month period encompasses the entire visa application process. This inconsistency is significant as it undermines the credibility of the Claimant's position, raising doubts about the reliability of his case and the evidentiary basis for his assertions. The Court agrees with Devisers' case that obtaining an endorsement letter from the endorsing body and applying to the UK visa decision-making authority for the Innovator Visa are two separate processes.
 - ii. The Court finds that if a six-month promise had been made regarding either the endorsement letter or the visa application, the Claimant would have raised this

issue shortly after six months had passed since the Agreement. However, no such concern was raised at the time.

31. Accordingly, the Claimant cannot recover the amount of QAR 35,000 under any contractual entitlement.

Article 107 of the QFC Contract Regulations (the ‘QFC Regulations’) and *Manan Jain v Devisers Advisory Services LLC* [2023] QIC (F) 27 and [2024] QIC (A) 2

32. This leaves the issue of whether the Claimant can obtain a partial refund.

33. This is the issue that recently arose in the case of *Manan Jain v. Devisers Advisory Services LLC* [2023] QIC (F) 27 (Justices Dr Rashid Al-Anezi, Fritz Brand, and Dr Yongjian Zhang) and [2024] QIC (A) 2 (Lord Thomas of Cwmgiedd, President, and Justices Ali Malek KC and Dr Muna Al-Marzouqi).

34. In that case, Mr Jain entered a contract with Devisers to assist his wife in obtaining a UK visa. Similarly to the Agreement, the contract in that case stipulated that Devisers' fees were non-refundable if the client revoked the agreement or failed to provide necessary information. Mr Jain paid QAR 33,000. Due to Mrs. Jain's medical condition, she decided not to proceed with the visa application, and sought a refund.

35. The First Instance Circuit ruled in favour of Mr Jain, applying the QFC Regulations on mistake and force majeure. It concluded that Mrs Jain's medical condition rendered the agreement impossible to perform. The Court ordered Devisers to refund the full amount without interest or costs.

36. Devisers appealed, arguing that no force majeure or mistake occurred and that it had performed part of the agreed work. In paragraphs 32 and 33 to 36, the Appellate Division found that (i) the claim of mistake was not established, and (ii) there was insufficient evidence to establish force majeure.

37. The Appellate Division concluded that the fee retention stipulated in the contract between Mr Jain and Devisers was “*grossly excessive*” within the meaning of article 107(2) of the QFC Regulations.

38. It stated in paragraph 45:

There can be no doubt that the sum is grossly excessive in relation to the harm resulting from the non-performance. We consider that although Devisers did some work and would be entitled to damages for that work, the sum is comparatively small. We have looked at the work done over the period between the contract date and the termination, including the provision of the draft application and also the fact that the work had to be done at speed given the proximity of the change in the applicable UK law. On this basis we assess the amount Devisers should receive for the work it did and as damages as QAR 5,000.

The present case

39. The approach that found favour with the Appellate Division in *Manan Jain v Devisers Advisory Services LLC* was not argued by the parties. The Appellate Division independently analysed the issue under article 107 of the QFC Regulations, which governs liquidated damages, and applied a purposive interpretation of this provision to assess whether the retention of the full fee was reasonable.

40. In that case, the Appellate Division saw no need to invite further submissions from the parties, and stated in paragraph 40:

Each of these provisions, if applicable, gives the Court power to achieve a just result. Ordinarily, the Court would ask for assistance from the parties, but in the light of the fact that the sums in issue were towards the lower end of the Small Claims Track scale, we considered that it was not in the interests of justice to require further submissions from the parties and the consequent further costs.

41. In the present case, the parties did not present detailed legal submissions but instead focused their arguments on specific provisions of the Agreement and the underlying facts. This claim has been assigned to the Small Claims Track, which is designed to resolve disputes in a simplified and expeditious manner. The process is intended to be straightforward and accessible, particularly for individuals without legal representation. Consequently, the Court's role in such proceedings is more inquisitorial than in other types of cases.

42. The Claimant sought to recover the full amount, namely, QAR 35,000, and Devisers made detailed arguments concerning the work it carried out under the Agreement. Since Devisers was a party to the *Manan Jain v Devisers Advisory Services LLC*

proceedings, it is familiar with the principles that the Court applied, and there is no unfairness in applying the QFC Regulations as part of the applicable law which represent important policies for the State of Qatar. Moreover, this Court is bound to follow the decision in *Manan Jain v Devisers Advisory Services LLC*.

43. In these circumstances, the Court adopts the same approach as that taken by the Appellate Division. It considers that it was not in the interests of justice to require further submissions from the parties on the applicability of the QFC Regulations.

44. Article 107 of the QFC Regulations makes provision for liquidated damages:

(1) 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.

(2) 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.

45. Article 115 of the QFC Regulations makes provision for restitution:

On termination of a contract either party may claim restitution of whatever it has supplied, provided that such party concurrently makes restitution of whatever it has received. If restitution in kind is not possible or appropriate allowance should be made in money whenever possible.

46. The Court finds that the Claimant effectively terminated the Agreement when he requested a refund of QAR 35,000 and demonstrated a clear intention not to proceed with the visa application.

47. The Court follows and adopts the reasons given by the Appellate Division in *Manan Jain v Devisers Advisory Services LLC* for holding that article 107 is applicable. It held in paragraphs 41-43 as follows:

41. Clause 5 and Clause 1 appear to be drafted in terms to enable Devisers to maintain that the clauses give the client an option to withdraw from the agreement or that it is a fixed fee agreement with the fee payable in any event and; that the clauses are therefore not within the scope of article 107. Can it therefore be successfully contended that article 107 is inapplicable? A clause

could probably be drafted to make article 107 inapplicable, but we do not consider that the clauses in Devisers terms and conditions achieve that result; in the circumstances of this agreement, the terms and conditions of the agreement must be strictly construed against the party relying on them. Article 107 refers to a party who does not perform; Mr Jain in revoking the agreement or changing his mind or declining Devisers' services before the visa was issued was on analysis thereby not performing his obligations under the agreement. The provisions of clause 1 and clause 5 therefore fall within article 107.

42. Article 107 does not expressly extend to the retention of a sum paid as distinct from an obligation to pay a further sum. However, the purpose of a liquidated damages clause is to specify a sum due on non-performance; it makes no difference to the achievement of that purpose whether (i) the sum has been paid in advance and is to be retained after the occurrence of the non-performance, or (ii) a sum is to be paid after the occurrence of the non-performance.

43. We therefore conclude that article 107 should be purposively interpreted so that it extends to the retention of a sum paid. This approach is in line with the provisions of articles 256, 263 and 266 of the Civil Law of Qatar of 2004.

48. In light of this conclusion on article 107 of the QFC Regulations, it is unnecessary to consider any argument under article 115 of the QFC Regulations.
49. Under the terms of article 107(2), the Court has the power to reduce the sum to a reasonable amount if the sum is “*grossly excessive in relation to the harm resulting from the non-performance and to the other circumstances.*”
50. The Court considers that retention of the sum of QAR 35,000 is grossly excessive in relation to the harm resulting from the non-performance. The Court has identified above the work that Devisers did under the Agreement. It would be entitled to damages for that work if they could be substantiated by evidence. In its submissions to the Court, it has referred to the costs that other firms might have charged for the work that was done. But the relevant question is the damages that Devisers has suffered and not the benefit that might have been received by the Claimant or Mrs Mubarak. No visa application was in fact made and the Court, therefore, considers that Devisers should receive for the work it did and as damages the sum of QAR 15,000. It follows from this that Devisers should repay QAR 20,000 to the Claimant. The Court notes that this is the same amount offered by Devisers on 5 September 2024 as it accepts what was stated in

the email of 11 September 2024 as accurate. This supports the figure of QAR 15,000 as being fair and reasonable.

51. As to Devisers' Counterclaim, this is dismissed. The Agreement was a fixed fee, and there is no basis for a further claim for damages beyond the sum of QAR 15,000.

52. The Claimant did not bring a claim for interest, and the Court does not order that interest should be paid on this sum.

53. As to costs, the Court considers that the appropriate order is no order as to costs. Although the Claimant is recovering part of the sum paid to Devisers, he failed on his contractual claims and the Court considers that each party should bear their own costs.

By the Court,



[signed]

Justice Ali Malek KC

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

Representation

The Claimant was self-represented.

The Defendant was self-represented.