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: [2023] QIC (F) 6

IN THE QATAR INTERNATIONAL COURT

FIRST INSTANCE CIRCUIT

Date: 19 February 2023

CASE NO: CTFIC0033/2022

DEVISERS ADVISORY SERVICES LLC

Claimant

v

MUHAMMED ZAHID

Defendant

JUDGMENT

Before:

Justice Sir Bruce Robertson

Justice George Arestis

Justice Dr Rashid Al-Anezi

Order

1. Devisers Advisory Services LLC's claim for specific performance of the contract between the parties is dismissed.

2. The Defendant's Counterclaim for a refund of all the monies paid to the Claimant succeeds.

3. The Claimant is to pay the Defendant the sum of QAR 40,750.00 within 14 days of the date of this judgment.

4. The Claimant is also to pay the Defendant interest upon the sum noted at (3), above, at the rate of 5% per annum from the date of this judgment until the date of payment.

5. No orders as to costs are made.

Judgment

1. Devisers Advisory Services LLC ("**DAS**") is a company which offers immigration consultancy services for people wanting to go to the United Kingdom.

2. On 3 February 2019, an agreement was entered into between the parties for DAS to obtain a Tier 1 Entrepreneur Visa for the Defendant and his wife. There was an initial payment of QAR 28,250.00, and a subsequent payment of QAR 12,500.00.

3. The agreement was very extensive in the documents which had to be submitted. Before anything was achieved, the type of visa sought was changed. The newly relevant visa was an Innovator Visa, a visa which was accepted by the Defendant.

4. On 31 August 2022, DAS issued a Claim Form where the remedy sought was:

    i. To oblige the Defendant to provide all the required documents to the Claimant.

ii. To oblige the Defendant to follow the terms and conditions of the agreement.

5. A Defence and Counterclaim was filed on 13 September 2022, in which the Defendant claimed that all the major documentation had been provided, and that after 3 years of non-satisfaction, he wanted a refund of the money he had paid.

6. The Court initially sought to understand the parties' contentions, but there was no full appreciation of the position of the other.

7. On 23 January 2023, the Court held a case management conference to progress the matter, but the parties continued to talk past each other and there was no substantial agreement.

8. The Court subsequently required the parties to file and serve details of the documents which had been disclosed in the course of the proceedings

9. The Claimant listed an extensive catalogue of required documents which had not been provided by the Defendant.

10. In response, the Defendant claimed that the bulk of the required documents had been provided. There also arose the question of the actions of a Mr Nadeem Butt. He was the representative of the Claimant when the first involvement between the parties occurred, and who had played a critical role between the parties; but, apparently he is no longer is employed by the Claimant and has provided no testimony.

11. Each time we heard from a party there was a request for further response material to be filed but we have taken the view that the matters in dispute were already clear and permitting endless dissection of the clear factual matters gains nothing.

12. However, on the 7 February 2023 and for the first time, the Defendant asserted that the Claimant was no longer registered under the Office of the Immigration Services

Commissioner which ensured that immigration advice was only provided by suitably qualified organisations. On that day we required of the Claimant details of this changed status and when it occurred. It now appears that since September 2019, there has been no regulation of immigration advice provided outside the United Kingdom. This does not go to the heart of this dispute.

13. We have no doubt that the Claimant cannot succeed on its original claim. Specific performance in the circumstances which have emerged is truly exceptional and cannot be justified here, two and a half years after the obligation arose even allowing for the vicissitudes of COVID. We note that various other remedies have emerged since this matter got a life of its own, but we are not satisfied that bearing in mind the time which has elapsed and the changing positions of the parties that the Court should consider changes. The Claimant is not entitled to the orders which it sought when these proceedings were commenced last year.

14. The second matter which requires attention is the Defendant's original Counterclaim that was for the refund of the money which was originally paid to achieve the outcome sought. This aspect of the matter is also affected by the lack of action for over two and a half years and the failure of the Claimant to provide evidence from their relevant officer Mr Butt.

15. Both parties had clear obligations to put into effect the original agreement for a Tier I Entrepreneur Visa and then a UK Innovator Visa. On the basis of the relevant evidence which has been filed, there has been a failure to deal with this in a timely manner.

16. Where do we find that the obligation existed? The Claimant was paid for its part in achieving this end. On the basis of the evidence adduced before us we are forced to the conclusion that the Claimant failed in its obligation to obtain the implementation of the agreements which were entered into and in the strange circumstances which have been outlined before us is not entitled to retain the funds which were paid to achieve the desired outcome.

17. Accordingly, on the Counterclaim, the Defendant is entitled to an order for the repayment of the two sums which he has paid and for which he has received no benefit

of any substance. We do not overlook the words which are used in the written agreements, but they are not an absolute. There was a clear obligation on the Claimant to assist and encourage. The Defendant has clearly put in contention the arrangements which were made with Mr Butt and there has been no challenge to those assertions.

18. Each party has sought since late last year to add to their initial dispute and to seek additional claims. These we totally reject.

19. We are satisfied that the arrangements made in early 2019 have never been consummated. The justice of the matter requires that each party is restored to the position they were in before this totally unsatisfactory situation emerged.

20. We make no orders as to costs in favour of any party.

By the Court,

[signed]

Justice Sir Bruce Robertson

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

Representation

Both parties were self-represented.

DIGITALLY SIGNED AND VERIFIED
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