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 (A) 9

IN THE QATAR FINANCIAL CENTRE

CIVIL AND COMMERCIAL COURT

APPELLATE DIVISION

[On appeal from [2025] QIC (F) 1]

Date: 30 June 2025

CASE NO: CTFIC0051/2024

ZISHAN ANWAR

Claimant/Respondent

v

DEVISERS ADVISORY SERVICES LLC

Defendant/Appellant

JUDGMENT

Before:

Lord Thomas of Cwmgiedd, President

Justice Fritz Brand

Justice James Allsop A.C.

Order

1. The appeal is allowed.

2. No order as to costs.

3. The sum of QAR 20,000 paid into the Court by the Appellant, pending the outcome of this appeal, is to be released to the Appellant.

Judgment

1. The Appellant ('**Devisers**') sought permission by an application dated 12 February 2025 to appeal from the judgment of the First Instance Circuit (Justice Ali Malek KC; [2025] QIC (F) 1) given on 13 January 2025 in favour of the Respondent ('**Mr Anwar**') for QAR 20,000 together with interest.

2. As the application raises two issues of law of general importance, we granted permission. However, as the sum in issue was towards the lower end of the Small Claims Track, we imposed the condition that, in the event of Devisers being successful on the appeal, there would be no order for costs against Mr Anwar.

3. In accordance with the directions we made, Mr Anwar has served written submissions. He also cross-appealed. Thereafter, Devisers submitted a response.

4. The factual background, as appears from the documents and other information placed before the First Instance Circuit and before us, can be shortly summarised.

Factual background

5. On 12 September 2021, Devisers entered into an agreement with Mr Anwar on behalf of his wife, Mrs Mubarak, to assist and provide services in relation to an application by her for a United Kingdom Innovator Visa. A key requirement of this type of visa was that a business plan had to be provided, supported by an endorsement from a recognised UK body. Mr Anwar paid a deposit of QAR 35,000.

6. The agreement (in terms similar to those which the First Instance Circuit and this Court have considered in other proceedings to which Devisers have been a party) set out the

scope of the services to be provided by Devisers and a number of standard conditions, including:

> *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.*

7. The terms of business provided:

> *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.*

8. The declaration signed by Mr Anwar provided:

> *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.*

9. Devisers carried out work for Mr Anwar and Mrs Mubarak between 12 September 2021 and March 2023. It was Devisers' case, as outlined by the First Instance Circuit in

paragraphs 13-19 of its judgment, that the work included meetings with Mr Anwar and Mrs Mubarak, the preparation and delivery of a business plan, the preparation of a submission for endorsement, a presentation, and training sessions for Mrs Mubarak's interviews with the bodies, one of which had to provide the endorsement.

10. On 6 June 2023, Mr Anwar sought a refund. Subsequently, on 5 March 2024 Mr Anwar emailed Devisers seeking a refund of the deposit on the basis that he had been told the process would take less than 6 months and that, if not, the deposit would be refunded. This was disputed by Devisers. Correspondence ensued, and attempts were subsequently made to compromise the matter, but these failed.

The proceedings and the judgment of the First Instance Circuit

11. Mr Anwar then commenced proceedings seeking the repayment of his deposit of QAR 35,000 on the basis of clause 7 of the agreement and the oral promise he contended had been made. The claim was allocated to the Small Claims Track.

12. The First Instance Circuit determined the dispute, as is usual in the Small Claims Track, on the basis of the parties' written submissions and without any oral hearing. Neither party was legally represented.

13. In its judgment, the First Instance Circuit held that Mr Anwar was not entitled to recover the deposit under the terms of clause 7, as no application had been made to the UK authority. His claim in relation to the oral promise was rejected on the evidence as set out in paragraph 30 of the judgment.

14. Although Mr Anwar was not entitled to a refund on any of the bases he had put forward, the First Instance Circuit then considered whether Mr Anwar was entitled to a refund by reason of the operation of article 107(2) of the Qatar Financial Centre ('**QFC**') Contract Regulations 2005 in circumstances where Mr Anwar had been in breach of the agreement when he sought a refund and decided not to continue with the application. This Court had held in *Manan Jain v Devisers Advisory Services LLC* [2024] QIC (A) 2 that article 107(2) of the QFC Contract Regulations 2005 was applicable to the fee retention clause used by Devisers where a customer was in breach of the agreement, if the fee retention was grossly excessive in relation to the harm resulting from the non-performance and to other circumstances.

15. The First Instance Circuit considered it should apply *Manan Jain* and held at paragraph 50 that retention of the sum QAR 35,000 was grossly excessive in relation to the harm resulting from the non-performance. It concluded that Devisers should retain QAR 15,000 and repay QAR 20,000. The First Instance Circuit then added at the end of that paragraph:

> *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.*

The grounds of appeal

16. Devisers, represented on the appeal by Eversheds Sunderland (International) LLP, appealed on two grounds:

    i. The First Instance Circuit should not have taken account of the offer made by Devisers, as it was made in discussions which formed part of a genuine attempt to settle the dispute.

    ii. The First Instance Circuit failed to give weight to the evidence of Devisers when determining whether the sum of QAR 35,000 was grossly excessive under article 107(2) of the QFC Contract Regulations 2005 in relation to the harm resulting from the non-performance.

17. Mr Anwar cross-appealed, without legal representation, on the basis that the First Instance Circuit ought to have ordered the return of the full amount paid: QAR 35,000.

Should the First Instance Circuit have taken account of the offer made by Devisers?

18. The first ground of appeal advanced by Devisers relates to the reference in the judgment at paragraph 50 to the sum offered by Devisers. This was relied on as supporting the decision that QAR 15,000 was a fair and reasonable sum that supported the assessment by the First Instance Circuit of the loss suffered by Devisers. Devisers submitted that this offer was made during genuine discussions to settle the dispute, and therefore should not have been used by the First Instance Circuit as evidence or relied on it in any way in determining the dispute. This point was not raised before the First Instance Circuit, as neither party was legally represented.

19. As the point raised is an issue that is of significant importance in the resolution of disputes in this jurisdiction, we consider it is an issue, given the lack of legal representation before the First Instance Circuit, that we should consider on appeal. We turn first to consider the principles applicable in this jurisdiction.

Can such an offer be put before a court determining the merits of the dispute?

20. The question as to whether an offer or other statement made in a genuine attempt to settle a dispute should not be put before the court subsequently determining the dispute has not arisen for decision in this jurisdiction. Nor is there any express provision of any QFC law or any regulation that addresses the question. We therefore address the question by considering the general provisions of the law of the QFC, the principles applied at common law, the practice of commercial courts in other jurisdictions, and the needs of international business in an approach similar to that which was set out in *Manan Jain* at paragraphs 25-29.

Laws, regulations, and other legislative provisions of the QFC

21. The most relevant provision is article 17 of the Qatar International Court and Dispute Resolution Centre ('**QICDRC**') Mediation Rules, which provides:

> *The discussions, negotiations and documents prepared for or introduced into the mediation process at any stage shall be "without prejudice" and the parties will not be permitted to introduce or rely upon information provided at the mediation into any court proceedings or arbitration.*

22. Although this is a provision in the rules of this Court and not a legislative provision, this supports treating negotiations for the settlement of a dispute as confidential and therefore not to be used in litigation if the attempt at settlement fails.

23. A very similar provision, though with a penal provision added, is made in the national law of Qatar, Law No. 20 of 2021 on the Issuance of the Law on Mediation in the Settlement of Civil and Commercial Disputes, which expressly provides for the confidentiality of mediation. Article 30 provides:

> *All deliberations, discussions, presentations, negotiations, and documents related to mediation shall be confidential, and neither the mediator nor any*

party to whom any of these have been disclosed may disclose them to the court or to others without the consent of the disclosing party.

This includes, in particular, the following:

….

3. Opinions and proposals presented by any party concerning the dispute.

4. Declarations and admissions made by any party to the dispute in the course of mediation procedures.

….

If any of the provisions of the preceding paragraph are violated by the mediator or any of the disclosed parties, the court shall, on its own initiative, impose a fine of twenty thousand Qatari Riyals or five percent of the value of the dispute, whichever is greater, provided that the fine does not exceed one hundred thousand Qatari Riyals. The court shall refer the dispute to another chamber to rule on it, stripped of any matters disclosed in violation of the provisions of this article. In all cases, no court shall consider anything disclosed in violation of the provisions of this article during its consideration of the lawsuit.

24. Although both provisions relate to mediation, they indicate a strong policy of treating negotiations as confidential and ensuring they are not referred to in any subsequent proceedings, if the settlement of the dispute is unsuccessful.

The common law

25. At common law, it is clear that offers or statements made in the course of a genuine attempt to settle a dispute cannot be relied on in subsequent proceedings. This position can be traced back to the Eighteenth Century: see Professor David Vaver's much-cited article, 'Without Prejudice Communications – their Admissibility and Effect' (1975) 9 British Columbia Law Review 85.

26. As restated in England and Wales, the rule rests on the public policy interest in encouraging litigants to resolve their dispute or on the express or implied agreement of the parties that the discussions would not be admissible in proceedings if they failed (see most recently in *Ofulue and another v Bossert* [2009] 1 AC 990 at paragraph 85 (per Lord Neuberger of Abbotsbury), and *Ocean Bulk Shipping & Trading SA v TMT Asia Limited* [2010] UKSC 44 at paragraph 24 (per Lord Clarke of Stone-cum-Ebony).

27. This principle is recognised in many other common law jurisdictions: see the cases and texts reviewed by Professor Vaver and by David McGrath SC in 'Without prejudice privilege' [2001] 5 International Journal of Evidence and Proof 213.

The practice of other commercial courts

28. The importance of ensuring the confidentiality of statements, admissions and offers made during negotiations for the settlement of disputes is also widely accepted internationally. For example, it is recognised in Rule 27.1.2 of the *Reporters Study for the American Law Institute/UNIDROIT Principles of Transnational Civil Procedure* (2005) on the basis of "*the universal principle that confidentiality should be observed with regard to communications in the course of settlement negations in litigation*". It is significant that in respect of civil law systems, Rule 91(2)(d) of the UNIDROIT-European Law Institute Model Rules of European Civil Procedure (2020) similarly recognises the same principle. The same principle has been applied in the DIFC Courts: see *Georgia Corporation v Gavino Supplies UAE FZE* [2016] DIFC ARB 005 at paragraph 36 per Justice Roger Giles.

The needs of business

29. It is clear that businessmen generally prefer to settle disputes by negotiations without recourse to proceedings where this is possible. Negotiations for a settlement will generally require admissions or concessions; these are more likely to be made if it is known that they cannot be relied upon in the event that the settlement discussions fail. The needs of business therefore strongly support the widely accepted principle.

Conclusion

30. In our view, this jurisdiction should follow the widely accepted principle of law that communications between parties made in a genuine attempt to settle a dispute are confidential and must not be used in proceedings when the attempt to settle fails. We do so on the basis primarily that this is in the public interest in encouraging the settlement of disputes. On this basis, it is not necessary that the discussions are formally marked "*without prejudice*"; the task of the Court is to determine whether the statements or offers were made in a genuine attempt to settle the dispute.

31. Qualifications to and refinements of this basic principle may need to be developed as has happened in England and Wales: see the judgment of Robert Walker LJ in *Unilver plc v Proctor & Gamble Co* [2000]1 WLR 2436 at pages 2444-2446. We can leave such developments for future decision.

Was the offer made in the course of discussions to settle the dispute?

32. We therefore turn to consider the factual issue as to whether the offer was made in the course of genuine attempts to settle the proceedings. It seems clear from the contemporary documents that an attempt was made to settle the dispute in the course of an exchange of emails and phone calls. As recorded by Mr Anwar in an email of 11 September 2024:

> *After sending the below e-mail on 5th September, I was contacted by Devisers UK office to discuss about the refund. They offered me to accept 20,000 QAR (4000 GBP) and explore the possibility of signing up for another immigration programme with them. The remaining 15,000 QAR are to be kept with Devisers and to be used for the new programme. However I clearly rejected the idea of getting a Partial Refund and tell them that I'm entitled to a full refund as per the agreement.*

33. It is clear, in our view, that the offer was an offer made in the course of genuine attempts to settle the dispute. It should therefore not have been used by the First Instance Circuit to support the assessment it had made that QAR 15,000 was a fair and reasonable assessment of the harm suffered by Devisers.

Should the sum of QAR 35,000 have been treated as grossly excessive under article 107(2) of the QFC Contract Regulations 2005 in relation to the harm resulting from the non-performance?

The approach to article 107 of the QFC Contract Regulations 2005

34. In *Manan Jain*, this Court applied article 107 of the QFC Contract Regulations 2005, which makes provision for liquidated damages clauses, to the contractual provision entitling Devisers to retain the deposit paid. In that case, as was stated at paragraph 45 of the judgment, there was no doubt that the sum of QAR 35,000, which Devisers claimed it was entitled to retain, was grossly excessive in relation to the harm resulting from the non-performance. In this case, it is submitted on behalf of Devisers in this appeal that the sum was not grossly excessive if the First Instance Circuit had followed

the correct approach and then had had proper regard to the evidence put forward by Devisers.

35. Most jurisdictions, either in a code or by development of case law, have a policy in respect of clauses that provide for payment of a specified sum in the event of breach or other non-performance of the contract. In considering the submission to the Supreme Court of the United Kingdom in *Cavendish Square Holding BV v Talal El Makdessi* [2015] UKSC 67 that the Supreme Court should abrogate the common law rules in England relating to penalty clauses, Lord Neuberger of Abbotsbury and Lord Sumption observed at paragraph 37 (see also Lord Mance at paragraph 164 and Lord Hodge at paragraph 265):

> *... the penalty rule is not only a long-standing principle of English law, but is common to almost all major systems of law, at any rate in the western world. It has existed in England since the 16th century and can be traced back to the same period in Scotland: McBryde, The Law of Contract in Scotland, 3rd ed (2007), paras 22-148. The researches of counsel have shown that it has been adopted with some variants in all common law jurisdictions, including those of the United States. A corresponding rule was derived from Roman law by Pothier, Traité des Obligations, No 346, which is to be found in the Civil Codes of France (article 1152), Germany (for non-commercial contracts only) (sections 343, 348), Switzerland (article 163.3), Belgium (article 1231) and Italy (article 1384). It is included in influential attempts to codify the law of contracts internationally, including the Unidroit Principles of International Commercial Contracts (2010) (article 7.4.13), and the UNCITRAL Uniform Rules on Contract Clauses for an Agreed Sum Due upon Failure of Performance (article 6). In January 1978 the Committee of Ministers of the Council of Europe recommended a number of common principles relating to penal clauses, including (article 7) that a stipulated sum payable on breach "may be reduced by the court when it is manifestly excessive".*

36. Although there is, as the Supreme Court of the United Kingdom set out, a broad policy agreement that it is necessary that there be some measure of control over clauses in contracts which stipulate payment of an agreed sum for non-performance, the approach of the common law and that of civil law systems differ.

37. Civil law systems derived from Roman law accept the validity of such clauses whilst giving the court the discretion to reduce the sum to a reasonable amount where it is disproportionately severe: see Nils Jansen and Reinhard Zimmerman, *Commentary on European Contract Laws* (Oxford University Press, 2014), section 9.5.

38. The approach taken in the QFC, chosen by the adoption of article 107 of the QFC Contract Regulations 2005, is to be gleaned by considering what can be derived from the language and policy of article 107. As we observed in *DWF LLP v Roland Berger LLC* [2025] QIC (A) 5 at paragraph 43, some of the provisions of the QFC Contract Regulations 2005 were based on or adopted in exact terms from the provisions of the UNIDROIT Principles of International Commercial Contracts (2004 edition). Article 107 was one of those provisions adopted in exact terms from article 7.4.13 of the UNIDROIT principles (in the 2004 edition as well as the current 2016 edition). It provides:

> *(Agreed payment for non-performance)*
>
> *(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.*

39. Apart from amending the title from "*agreed payment for non-performance*" to "*liquidated damages*", the otherwise exact adoption of article 7.4.13 from the UNIDROIT principles clearly shows that a decision was made to adopt the civilian approach rather than the common law. The UNIDROIT commentary on article 7.4.13 states:

> *National laws vary considerably with respect to the validity of the type of clauses in question, ranging from their acceptance in the civil law countries, with or without the possibility of judicial review of particularly onerous clauses, to the outright rejection in common law systems of clauses intended specifically to operate as a deterrent against non-performance, i.e. penalty clauses.*
>
> *In view of their frequency in international contract practice, paragraph (1) of this Article in principle acknowledges the validity of any clauses providing that a party who does not perform is to pay a specified sum to the aggrieved party for such non-performance, with the consequence that the latter is entitled to the agreed sum irrespective of the harm actually suffered by it. The non-performing party may not allege that the aggrieved party sustained less harm or none at all.*

40. Unlike the position in common law jurisdictions (such as the UK and Australia), 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 *Manan Jain* at paragraphs 28 and 29, the law of the QFC will be broadly developed and interpreted in line with English common law, the position in relation to article 107 is different, as a deliberate policy choice was made.

41. That is hardly surprising given the long-standing criticism of the approach of English law (as helpfully summarised in 2015 by Professor Dame Sarah Worthington in S Worthington, 'Common Law Values: The Role of Party Autonomy in Private Law' in A Roberston and M Tilbury (eds), *The Common Law of Obligations: Divergence and Unity* (Hart Publishing, 2015), Chapter 14 (forthcoming)), and the view expressed of the position in the UK by Lord Neuberger of Abbotsbury and Lord Sumption in *Cavendish Square*, at paragraph 36: "*We rather doubt that the courts would have invented the rule today if their predecessors had not done so three centuries ago".*

<u>The application of article 107(2) of the QFC Contract Regulations 2005</u>

42. 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) of the QFC Contract Regulations 2005, did so by evaluating the damages to which 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.

43. Devisers submitted on the appeal that the First Instance Circuit's approach was wrong. The principle to be applied under article 107(2) of the QFC Contract Regulations 2005 was, it submitted, analogous to the principle of preventing unjust enrichment: the court should assess whether permitting Devisers to retain the entire deposit would amount to a windfall in the sense of a benefit not earned and to which Devisers was not entitled.

44. In our view, the language of article 107(2) of the QFC Contract Regulations 2005 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 ("*in relation to the harm resulting from non-performance*"). As the UNIDROIT commentary on article 7.4.13 of the UNIDROIT Principles 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.*

45. 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, taking into account the work actually done (see *Manan Jain* at paragraph 45). That harm would include 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, the preparation of a submission to endorsement bodies, a presentation, and training sessions for Mrs Mubarak's interviews. As no figures were provided for the costs incurred by Devisers or the costs saved or the profit that Devisers anticipated making, the only evidence was what other firms based in the UK would have charged for (i) a business plan (as prepared by Oxbridge Content, GBP 3,000 (QAR 13,700)) (ii) an endorsement body application submission (as prepared by Oxbridge Content, GBP 2,800 (QAR 12,785)), (iii) PowerPoint presentation (as offered by a freelancer, GBP 1,500 (QAR 6,800)), and (iv) interview training (as offered by Impact Factory on a day long course for GBP 595 (QAR 2,700)).

46. Although Devisers had not completed its work under the agreement, it had completed the four main elements for which the price charged by others in the UK was provided, as we have set out. This totalled GBP 7,895, or a little over QAR 35,800. Each of the prices charged by the other providers would have allowed for the costs incurred by the provider and the profit that provider would have anticipated. In our view, that evidence of the charges of the other firms for the work which was actually done by Devisers can be taken into account in the assessment of the harm suffered by Devisers. However, an allowance must be made for the fact that the prices charged by other providers might have reflected a different position in the UK market, which would affect both the costs and the anticipated profit. It would therefore be prudent to reduce the sum of QAR 35,800 to QAR 25,000 when taking that as evidence of the costs incurred and the profit to be earned by Devisers.

47. The First Instance Circuit disregarded the amounts charged by other firms as irrelevant, as they represented the benefits that might have been received by Mr Anwar and his wife. However, article 107 of the QFC Contract Regulations 2005 must be approached on the basis that 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 25,000. 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 QAR 35,000.

The cross appeal of Mr Anwar

48. Mr Anwar put before us careful and well-drafted submissions as to why the First Instance Circuit was wrong in concluding that he was in breach of the agreement and why he should be entitled to a refund of the full amount. We can see no basis for setting aside the finding of breach by Mr Anwar or for the rejection of contentions that Devisers

was in breach. We are of the view there is no merit in these contentions and no basis for allowing the cross appeal.

By the Court,

[signed]

Lord Thomas of Cwmgiedd, President.

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

Representation

The Appellant/Defendant was represented by Eversheds Sutherland (International) LLP (Doha, Qatar).

The Respondent/Claimant was self-represented.