



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

Neutral Citation: [2025] QIC (F) 61

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

Date: 19 November 2025

CASE NO: CTFIC0045/2025

SHAMSULISLAM ARZAN ALI

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.
3. The Defendant's counterclaim is dismissed and the Defendant is directed to pay the reasonable costs incurred by the Claimant in opposing this counterclaim, such costs to be determined by the Registrar if not agreed.

Judgment

1. The Claimant is a citizen of Bangladesh who resides in the State of Qatar. The Defendant is licensed in the Qatar Financial Centre ('QFC') to provide professional advice and assistance regarding visa applications. According to the Claim Form, the claim is for (i) repayment of the sum of QAR 40,000, being an advance payment under a written contract between the parties concluded on 21 July 2022 (the '**Contract**'); (ii) additional payments made by the Claimant to the Defendant, pursuant to the Contract, in two amounts of €1,325 (equivalent to QAR 4,900) and €2,500 (equivalent to QAR 9,650), respectively; (iii) moral damages in an amount of QAR 10,000; and (iv) costs.
2. In answer to the claim, the Defendant filed a Statement of Defence, whereupon the Claimant has filed a Reply. Neither party is represented by lawyers.
3. This Court has jurisdiction to determine the underlying dispute by virtue of article 9.1.1.3 of the Court's Rules and Procedures (the '**Rules**') in that it arises between "*an entity established in the QFC and a contractor therewith.*" 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 endeavour to decide the case on the papers and without requiring further evidence or argument, unless I find it inappropriate to do so. In any event, the matter has been allocated to the Small Claims Track by the Registrar under Practice Direction No. 1 of 2022 (Small Claims).

4. According to the Contract, the advance payment of QAR 40,000 was for services to be rendered by the Defendant in assisting the Claimant in his application for a Portuguese D-2 Entrepreneur Business Visa. According to the Defendant's Statement of Defence, the amount of QAR 4,900 was paid to a third-party service provider in Portugal for obtaining a "NIF" (Número de Identificação Fiscal) certificate, while the QAR 9,650 was paid for company registration services in Portugal, also facilitated through a third-party provider.
5. The Claimant's cause of action is, in short, that the Defendant failed to render the services it undertook to provide under the Contract and that, in consequence, he has terminated the Contract and is entitled to repayment of the sums he paid under the Contract. Initially, he sought and obtained judgment for these amounts in the Investment and Trade Court of the State of Qatar on 22 April 2025. That judgment was, however, set aside on appeal by the Appellate Division of that court on the basis that the matter falls within the jurisdiction of this Court.
6. The Defendant denies that it had acted in breach of the Contract. On the contrary, the Defendant contends, in its Statement of Defence, that (i) it applied for the Portuguese visa sought by the Claimant; and (ii) did all it reasonably could to pursue that application: for instance, by obtaining the NIF certificate, securing the registration of the Claimant's business in Portugal, and assisting in the preparation of a business plan for submission to the authorities, which are all essential requirements for the visa sought. The reason why the visa has not yet been obtained, so the Defendant avers, can only be ascribed to the Portuguese authorities, for which it can take no responsibility.
7. In the circumstances, so the Defendant contends, it cannot be held liable for the disbursements made on behalf of the Claimant to service providers in Portugal. In support of its alleged entitlement to retain the advance payment of QAR 40,000, the Defendant relies on the following standard provisions in the Contract:

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.

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.

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. The “*terms of business*” in the Contract 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.

9. The declaration immediately above the Defendant’s signature in the Contract reads:

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. As I see it, the Claimant has failed to establish a case that the Defendant acted in breach of the Contract. Because no time is stipulated in the Contract for the performance of the Defendant’s obligations, article 73(1)(C) of the QFC Contract Regulations 2005 provides that it had to do so “*within a reasonable time after the conclusion of the contract*”. The Defendant’s evidence is that it sought to do so, and there is no countervailing evidence by the Claimant to prove it wrong. In any event, there is no indication that time was of the essence of the Contract.

11. Accordingly, the Defendant is entitled to retain the advance payment in the event of unwarranted unilateral termination by the Claimant, on the basis of the contractual provisions on which it relies. In *Manan Jain v Devisers Advisory Services LLC* [2024] QIC (A) 2 (‘*Jain*’) and *Zishan Anwar v Devisers Advisory Services LLC* [2025] QIC (A) 9 (‘*Anwar*’), the identical contractual provisions

were held to constitute a stipulation for liquidated damages as contemplated in article 107 of the QFC Contract Regulations 2005. This article, which mirrors the UNIDROIT Principles of International Commercial Contracts, provides:

Article 107 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.*

12. With regard to the legislative history and context of article 107 of the QFC Contract Regulations 2005, the following was said in *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.

13. With regard to the application of article 107(2) of the QFC Contract Regulations 2005, the Appellate Division said the following in paragraph 42 of *Anwar*:

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.

14. But, as appears from paragraphs 44 and 45 of *Anwar*, the Appellate Division did not endorse this approach by the First Circuit, when it said:

44. *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’.

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. 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....*

15. In the event, the Appellate Division concluded in *Anwar*:

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 QAR 35,000.*

16. In following the approach of the Appellate Division in *Anwar*, as I must, I believe my conclusion in this case can be no different. With regard to the work it has done in this case, the Defendant presented virtually the same evidence as in *Anwar*, including evidence of the preparation of a business plan; coordination with third party service providers; correspondence between the Defendant and the Embassy of Portugal in Doha; the preparation of the proprietary checklists following detailed assessments developed by the Defendant in the course of presenting prior successful visa applications of a similar kind; and so forth.
17. It goes without saying that the Claimant is not entitled to repayment of the disbursements to third party service providers on his behalf, in the aggregate sum of QAR 14,550. With regard to the advance payment of QAR 40,000, I have no evidential basis to find that this amount must, in the circumstances, be regarded as grossly excessive in relation to the harm suffered by the Defendant through the Claimant's unwarranted termination of the Contract. Hence, I am bound to conclude that the Claimant is not entitled to the payment of any part of this amount.
18. Apart from its Defence to the claim, the Defendant also filed a counterclaim for an amount of QAR 30,000 comprising of a claim for costs and a claim for moral and reputational damages. The costs incurred by the Defendant in opposing the Claimant's case will be covered by the costs order I propose to make. No claim for further costs has been established on the evidence, nor has the claim for moral and reputational damages.
19. It follows that, in my view, both the claim and the counterclaim are to be dismissed with 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.