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: [2026] QIC (A) 5

IN THE QATAR FINANCIAL CENTRE

CIVIL AND COMMERCIAL COURT

APPELLATE DIVISION

[On appeal from [2025] QIC (F) 15 and [2025] QIC (F) 16]

Date: 15 March 2026

CASE NO: CTFIC0032/2024

IBRAHIM AL-NASR

Claimant/Applicant

v

NEXUS FINANCIAL SERVICES WLL

Defendant/Respondent

AND

CASE NO: CTFIC0033/2024

ALI AL-MAADEED

Claimant/Applicant

v

NEXUS FINANCIAL SERVICES WLL

Defendant/Respondent

JUDGMENT

Before:

Lord Thomas of Cwmgiedd, President

Justice Chelva Rajah SC

Justice Helen Mountfield KC

Order

1. The applications for permission to appeal and to admit fresh evidence are refused in each case.

2. Each Applicant is to pay the costs of the Respondent in each application, to be assessed by the Registrar if not agreed.

Judgment

1. The Applicants, Mr Al-Nasr and Mr Al-Maadeed, each bring an application for permission to appeal against the judgments of the First Instance Circuit dated 4 March 2025 (Justices Fritz Brand, Ali Malek KC and Dr Muna A-Marzouqi; [2025] QIC (F) 15 in respect of Mr Al-Nasr and [2025] QIC (F) 16 in respect of Mr Al-Maadeed) given after a trial dismissing the claims of each of them brought against the Respondent, Nexus Financial Services Limited WLL ('**Nexus**') in respect of investments made through Nexus as a broker and ordering each Applicant to pay the costs of Nexus.

2. During the course of the applications for permission to appeal, the Applicants also sought to put additional evidence before the Court. It is convenient therefore to begin by setting out the facts as they were established at the trial before the First Instance Circuit.

The facts as established at the trial

3. At the trials in February 2025, evidence was given by Mr Al-Nasr, Mr Al-Maadeed (each acted as a witness in the case of the other but not in their own cases) and Nexus' General Manager, Mr Gary Hines. A number of documents were made available to the Court. From those documents and from the evidence, the following facts were established before the First Instance Circuit.

4. In 2019, Mr Al-Nasr and Mr Al-Maadeed sought investment advice from Nexus, a Gulf Co-operation Council firm which acts as a brokerage, operating at the Qatar Financial Centre ('**QFC**') with a licence to conduct insurance mediation business. Each was introduced to Mr Rudolfs Veiss who was employed at that time by Nexus. The background to the operation of Nexus in Qatar at that time and the role of Mr Veiss is set out in the judgment of this Court in *Ahmed Al-Khateeb v Nexus Financial Services WLL* [2024] QIC (A) 6.

5. In January 2019, Mr Al-Nasr and Mr Al-Maadeed signed terms of business and various other documents including a *Financial Risk Check* (or '**Fact Find**') and a *Risk Assessment Questionnaire*. A *Suitability Report* was provided to each of them recommending an investment bond to be provided by Old Mutual Investment ('**OMI**'); these would serve as

an insurance bond or wrapper under which investments would be made (the '**Bond**' or the '**Bonds**').

6. Mr Al-Maadeed decided to invest a total of $600,000 in January 2019, and Mr Al-Nasr $300,000. Each duly paid these sums in February and March 2019, respectively, directly to OMI under the Bonds and received a receipt from OMI for those funds which provided the number of the Bond and the contact details of OMI in the UAE. There was no information before the First Instance Circuit as to the substantive investments of these sums inside the wrappers provided by the Bonds. The Bonds were not fixed income bonds.

7. On 5 August 2020, Nexus was told in an answer to a routine enquiry of OMI about business placed with OMI that the "*policies are no longer under Nexus*". The evidence of Mr Hines of Nexus at the trial was that Nexus had assumed in the light of OMI's notification that Mr Al-Maadeed and Al-Nasr had transferred the Bonds to another broker.

8. Mr Veiss had left the employment of Nexus in January 2022 and entered the employment of another broker. That broker was International Financial Services (Qatar) LLC ('**IFSQ**'). The evidence of Mr Al-Nasr and Mr Al-Maadeed was that neither of them knew that Mr Veiss had left Nexus.

9. Mr Al-Maadeed received payments under the Bond until October 2021 and Mr Al-Nasr for the first year (i.e. until around February/March 2020). When the payments ceased, they contacted Mr Veiss to enquire about what had happened. The Applicants' evidence was that when they had contacted Mr Veiss, he had not told them he had left Nexus, but gave them assurances that they would receive full and increased profits under the Bonds.

10. In February 2024, Mr Al-Nasr and Mr Al-Maadeed appointed Said Al Mansoori (the '**Law Firm**') to act for them. The Law Firm made a complaint to Nexus about the fact that payments under the Bonds had ceased, and demanded of it payment of the sums that, they claimed, should have been paid under the Bonds, together with repayment of the capital sums invested under the Bonds, interest and $1m as compensation.

11. Upon receipt of the complaint and demand, Nexus sought in an email on 22 February 2024 information about the Bonds from the Isle of Man office of OMI (which had changed its name, first to Quilter and then to Utmost):

> *Please see the email trail below and the legal notice from the Client's lawyer.*
>
> *May we request you to provide us the following information.*
>
> > *1. A copy of signed transfer out letter from Nexus to another broker.*
> > *2. Dealing instructions from 2019 to date, including an email from the advisor.*
> > *3. Transaction History.*
> > *4. Current Valuation.*
> > *5. Any Withdrawal or payments request.*
> > *6. How payment transferred to the Client.*
>
> *We have a meeting with the lawyer on Monday and would appreciate it if this information could be sent to us.*

12. The response from OMI on 26 March 2024 (which the First Instance Circuit accurately described as terse) was:

> *Thank you for your email.*
>
> *We are unable to provide you this information as you are not authorised.*
>
> *To send you this information we would require permission from the policyholder.*
>
> *Should you require any further assistance, please don't hesitate to contact us.*

13. At a meeting with Mr Al-Nasr, Mr Al-Maadeed and the Law Firm on 26 March 2024, Nexus explained that as the brokerage had been transferred from it to another broker, it could not obtain the information from OMI about the Bonds and asked that Mr Al-Nasr and Mr Al-Maadeed obtain the information they had sought in their email of 22 February 2024. Mr Al-Nasr, Mr Al-Maadeed and the Law Firm refused to do so despite further correspondence. They appeared not to accept that Nexus was unable to obtain information needed to progress their enquiries from OMI without their consent. Rather, they maintained the position that they had appointed Nexus as their broker; they had not consented to the

transfer of the brokerage; and Nexus remained responsible for the Bonds. It was for Nexus to ascertain the position.

14. Instead, each commenced proceedings which were issued on 1 September 2024 for the repayment of the capital monies invested into the Bond, interest, sums said to be due for quarterly returns and profit and compensation which was now claimed in the sum of $10m.

15. At the trial, there was no direct evidence about the transfer of the brokerage or how it had come about, and no information about the investments made under the Bonds. Neither Mr Al-Maadeed nor Mr Al-Nasr nor the Law Firm had taken any steps to contact OMI or to obtain information and documentation about the Bond.

The judgments of the First Instance Circuit

16. The trials of the two claims were heard on successive days. The First Instance Circuit gave two judgments. The judgment in the claim of Mr Al-Maadeed was the lead judgment. After setting out the facts and the course the trial had taken, the Court first considered the formulation of the claim for damages. It concluded at paragraph 26:

> *However, in the present context, the claim for $600,000 in damages can only be sustained if the Claimant were able to establish that the investment is irrecoverable from OMI (now known as Utmost). In considering this proposition, we have no reason to think that is so. On the contrary, there is no apparent reason to think that the investment, together with any profits it might have earned, will not be repaid by the insurer on demand. As stated above, the Defendant had made enquiries about the status of the investment with the insurer, but was unable to do so because it is no longer recognised as the Claimant's broker. The Claimant, on the other hand, apparently refused to make any enquiries with the insurer, despite being urged by the Defendant to do so. In consequence, the Claimant, who bears the onus, had failed to establish that it had suffered any loss.*

17. The Court then analysed the other elements of the claim and held that no loss had been proved. It found that there had been no breach of contract, pointing out that in contrast to the position of Mr Al-Khateeb (the Claimant in the earlier claim against Nexus referred to in paragraph 4), that the value of the investments had not been shown and no loss could be established. Nor had it been shown, as it had been in the case of Mr Al-Khateeb, that the investments made had been unsuitable. Each Claimant had also failed to establish their contentions that Nexus had caused the transfer to another broker.

18. A shorter judgment to the same effect was given in the claim of Mr Al-Nasr.

The applications for permission to appeal and the oral hearing before the Court

19. In the applications for permission to appeal, the judgments of the First Instance Circuit were challenged on a number of grounds. After considering the written submissions made on behalf of Mr Al-Nasr and Mr Al-Maadeed, their lawyers' responses to a number of questions we posed, and the written submissions by Nexus, we made an Order dated 21 August 2025.

20. In that Order we set out our decision that, on the basis of the material before us there was only one ground on which we might be prepared to grant leave to appeal. We directed that we would hear argument on that one matter at an oral hearing for permission to appeal, and that if we decided to grant such permission, we would proceed immediately to determine the merits of the appeal at the same hearing. This is known as a 'rolled up' hearing.

21. The sole ground which we considered might be arguable was on the question of:

> *... whether the First Instance Circuit was mistaken in finding that the burden of proving the mid-term change of brokerage rested on the Applicants and not the Respondent. For the avoidance of doubt, it remains open to the Respondent to contend that this is a new issue not raised at trial.*

22. We gave directions as to the service of skeleton arguments and set out three questions we would raise at the hearing in the event we determined the burden of proving the mid-term change of brokerage rested on Nexus:

    i. *Did Nexus discharge its burden of proof at trial?*

    ii. *If Nexus did not discharge its burden of proof at trial, what would the consequences be for the claims made by the Applicants?*

    iii. *If so, whether Nexus would be under an obligation to account to the Applicants?*

23. At the end of July 2025, this Court was sent new witness statements from Mr Veiss, said to have been made for the purposes of both sets of proceedings and dated 23 July 2025.

That was a date considerably after the decision of the First Instance Circuit had been handed down, on 4 March 2025. No compliant application was made to admit the statements, and neither they nor any other evidence placed before us sought to explain why Mr Veiss's evidence had not been called at the trial. Notwithstanding the absence of a request for permission to rely on these late statements, they were nonetheless referred to and relied upon in the Applicants' written submissions.

24. In accordance with the directions made by us (as varied to accommodate the revised hearing date of the applications for permission to appeal), we received skeleton arguments. But there was, as we have observed, no compliant applications for permission to admit the fresh evidence, even though an appeal is by way of a review of the first instance decision and it is not our normal practice to admit late evidence lodged only for the purposes of an appeal, save in exceptional circumstances.

25. On 26 November 2025, we then made further directions in relation to the hearing and a direction that:

> *UNLESS an application to admit the fresh evidence of Rudolfs Veiss – fully setting out the reasons relied upon – is made by the Applicants no later than 16.00 on 30 November2025, then the evidence will not be considered by the Court.*

26. No such application to admit the fresh evidence compliant with our directions was made, either by the 30 November 2025 deadline or at the hearing of the oral applications for permission to appeal which took place on 10 December 2025 (nor indeed at all).

27. We heard submissions on behalf of the Applicants and Nexus, and at the end of the hearing we informed the parties that our decision was to dismiss the applications before us, and we would explain that decision in written reasons to be given later. In giving our reasons, as we now do, we deal in turn with the issue on the burden of proof in relation to the change of brokerage and the fresh evidence of Mr Veiss.

The issue on the burden of proof on the change of the brokerage

28. As we have set out, we determined there was one ground of appeal on which we considered we should hear argument.

The submissions to us

29. The Applicants' pleadings before this Court were that Nexus had transferred the Bonds to another broker without the knowledge of the Applicants. It was therefore submitted that the Applicants were under no obligation to deal with any other broker, as Nexus remained responsible for all that had happened in respect of the Bonds and should account to the Applicants for this. As, on the Applicants' case, Nexus remained their broker, it was under a duty to account to them for profits, to provide the necessary information and paying what was due.

30. It was Nexus' case that the issue had not been raised in this way at the trial and it was not open to the Applicants to take the point on appeal when they had not put their case this way before the First Instance Circuit. In any event, Nexus submitted that it was the Applicants who made the transfer to a new broker. In those circumstances Nexus was no longer responsible for obtaining the information in relation to the Bonds, and indeed it was unable to do so because OMI refused to give it to them on the basis that the brokerage had been transferred away from Nexus. It followed that the only way to get the information necessary to establish who had transferred the brokerage, when and how was for the Applicants themselves to obtain that information from OMI.

The attempts by Nexus to obtain the information about the transfer

31. To evaluate these submissions it is necessary to set out what had happened in a little more detail after the meeting of 26 March 2024, which is referred to in paragraph 13 above.

32. After that meeting, Nexus emailed the Law Firm on 27 March 2024 explaining that OMI had refused to provide Nexus with information and asking the Applicants to obtain from OMI the "*transaction account for the bonds from the inception date, proof of payments and withdrawal and the documentation evidencing the transfer of the policies out of Nexus*." Nexus provided the email address, phone number and website address for OMI. Nexus received no reply to this email. A chaser letter was sent on 15 April 2024. Still nothing was provided. On 2 May 2024, Nexus provided the Applicants with a report on the complaint which they had made against Nexus, which had examined, but rejected the complaint. The report recommended as follows:

... given that Old Mutual (Quilter) [OMI] refused to provide us with information related to the policies when requested, as this information can be provided to policyholders, please obtain the following documents from Old Mutual (Quilter):

- *Updated "Transaction Account" for the policy from inception to date.*
- *Proof of payments, coupons and withdrawals received by the client.*
- *Documentations evidencing the transfer of policy out of Nexus.*

To ensure that the client makes the right financial decisions regarding his policy, we recommend that he seeks independent financial advice from a financial advisor.

Old Mutual (Quilter) contact information is provided below.

33. On 20 November 2024, after the proceedings had been commented, Nexus again enquired of OMI about the transfer and how it had happened, and received limited answers. Two specific questions were asked:

    i. "*The exact date when the policy was transferred out*"

    OMI answered: "*Nexus was removed as financial adviser on 24 February 2020*."

    ii. "*Did the client sign a letter to authorise the transfer or was an email received form the client*?"

    OMI answered: "*We received a signed request from the client via email on 28/01/2020*."

34. In other words, OMI said that it was the clients directly (not a person authorised by the client) who had transferred the brokerage away from Nexus as financial advisor on 24 February 2020.

35. In answer to Nexus' further requests for more information, however, OMI answered:

    As you no longer have any connection to the policy, we are unable to provide any policy specific information. ***Please direct your questions to the policy holder.*** (**emphasis added**)

36. On 22 November 2024, Nexus asked OMI for a copy of the signed transfer request. It was told:

> *I'm afraid we are not able to provide this, as this may contain any information relating to a new adviser if one was appointed in your stead.*
>
> *We are only able to confirm that* ***you were removed from the policy on which date, and that this was from a client signed request.***
> **(emphasis added)**

Our judgment on this issue

37. In response to the Applicants' allegation that Nexus is responsible for financial losses they say they have suffered as a result of the handling and/ or performance of the Bonds, Nexus advances the defence that it is not responsible for those matters after 22 February 2020. Nexus says this on the basis that at that date, the brokerage had been transferred away from them to another broker, at the request of the Applicants themselves. Since this is a matter upon which Nexus relies to deny what would otherwise be its legal responsibility, the legal burden of proof rested on it to show that the transfer of brokerage had in fact been made with the consent of Mr Al-Maadeed and Mr Al-Nasr.

38. However, although we conclude that the legal burden of proving this transfer rested on Nexus, we also conclude – on the basis of the email exchanges quoted in paragraphs 35 and 36 above – that Nexus had adduced evidence at the trial which discharged the evidential burden of showing, on the balance of probabilities, that it had been removed from the policies as the broker; that their removal from the policy was on 22 February 2020, and that the requests to transfer had indeed been made with the consent of each of the Applicants.

39. As we have set out above, Nexus obtained written confirmation from OMI of the date of the transfer, and that it had been effected only after OMI had received a signed request for such a transfer from each client. That confirmation was given to support OMI's understandable position that it would only provide further information to the holders of the Bonds and not to Nexus as a former broker without their permission. In our judgment that was sufficient evidence to show in the absence of any further evidence that the transfer of the brokerage had been made with the consent of the Applicants, to whom the burden of proof then shifted to show that they had not in fact consented to the transfer.

40. Neither the First Instance Circuit, nor this Court, received evidence of any absence of such a request or consent. In the circumstances, when they became aware of Nexus's position on this, it was clear that the Applicants and the Law Firm should immediately have contacted OMI and obtained the documentation themselves. Had Mr Al-Maadeed or Mr Al-Nasr, or the Law Firm done this, and if, after seeing the documents said to have borne their signature, they had provided evidence (for example) that the signatures on the document were not genuinely theirs, or given some other explanation of their position to the First Instance Circuit by reference to the documents which OMI was willing and able to provide to them, then the position may have been different.

41. However, because the Law Firm, for reasons that were not credibly explained at the hearing to us and which are impossible to understand, failed and indeed appeared positively to refuse to make any contact with OMI, no evidence was adduced by the Applicants. This ground of appeal is therefore hopeless and permission to appeal on this ground is refused.

The application to admit the evidence of Mr Veiss

Failure to make a written application

42. As we have set out at paragraph 23 above, the statements of Mr Rudolfs Veiss in each of the proceedings were sent to the Court at the end of July 2025. No compliant application to admit that evidence was submitted, despite the Court having indicated to the Law Firm that such an application would have to be made if this Court was to be asked to consider whether there were proper reasons to allow it exceptionally to admit the evidence late.

43. The User Guide to the Court known as the Maroon Book which is published on the Court's website in both languages of the Court (English and Arabic) makes clear that:

> *There are strict rules governing (i) the admission of evidence on appeal which was not called before the First Instance Circuit, and (ii) the making of arguments that were not made before the First Instance Circuit: the Appellate Division will not routinely give permission for (i) and (ii), above.*

44. The position is set out in more detail in *Azmeh and Nicol on the Law and Practice of the QFC Civil and Commercial Court and Regulatory Tribunal* (LexisNexis 2025) at paragraph 12.9:

> *When it comes to the provision of documentation on appeal which was not provided to the First Instance Circuit, the Appellate Division follows very strict rules on such evidence (i.e. evidence that was not tendered at First Instance). The QFC Court has made clear on many occasions that it does not admit fresh evidence unless there are special circumstances (Aarnout Henri Nicolaes Wennekers v Qatar Free Zones Authority [2024] QIC (A) 7, PARA 45). Only in rare or unusual circumstances will the Court admit evidence not before the First Instance Circuit, and there must be strong reasons for doing so along with a compelling explanation from for the failure to provide it at First Instance (Devisers Advisory Services LLC v Muhammed Zahid [2023] QIC (A) 11, PARA 32).*

45. In addition to the publicly available Maroon Book, the Registry explained to the Law Firm that it needed to serve an application to admit the evidence and the matters which the application needed to set out in the application. Despite this the Law Firm failed to submit any application.

46. On 26 November 2025, we therefore made an Order, as set out at paragraph 25 above giving the Law Firm until 16.00 on 30 November 2025 to make such an application, failing which we would not admit this evidence.

47. No compliant application and no statement explaining the basis on which they would seek to adduce that evidence was put before the Court, not even at the hearing on 10 December 2025.

48. Mr Ahmed of the Law Firm (who had appeared before the First Instance Circuit on behalf of the Applicants and who also appeared before us on 10 December 2025) did not give us any reason for the failures to make a compliant application to adduce the new evidence or to make a written statement setting out the reasons why such evidence had not been called at the trial and why we should admit it on appeal. This was inexplicable given the potential significance of the evidence of Mr Veiss.

<u>The significance of the matters to which Mr Veiss' evidence related</u>

49. The Law Firm's submissions to this Court for permission to appeal appeared to depend upon admitting the evidence of Mr Veiss (and the documents annexed thereto) in order to advance before us a new case against Nexus which had not been advanced in the First Instance Circuit. This argument was based on allegations put forward in the statements of Mr Veiss which alleged (i) a failure by Nexus to invest the funds in accordance with their instructions, and (ii) that Nexus was responsible for the apparent consequences of placing the Applicants' money in investments that were unsuitable.

50. No such argument had been put before the First Instance Circuit, but it was in some respects similar to the arguments advanced by Mr Al-Khateeb against Nexus in the proceedings to which we had referred ([2024] QIC (A) 6), and in which he had succeeded.

51. The basis of such a case that could have been made against Nexus, had Mr Veiss's evidence been admitted and, had it (on cross-examination) been accepted, can be seen in the statements of Mr Veiss. These statements:

    i. set out his account of the way in which Mr Al-Nasr and Mr Al-Maadeed had become clients of Nexus (at a time when he was an employee of the firm), and explained his assessment of their investment needs;

    ii. explained in detail the procedures undertaken by Nexus in relation to the obligation to 'Know Your Customer' and the assessment which he had undertaken of the suitability of investments to be made on the Applicants' behalf. This process was similar in many respects to what had happened in relation to Mr Al-Khateeb, as set out at paragraphs 12-17 of the judgment of this Court in that case, and the requirements of the QFC Investor Protection Regime summarised at paragraph 5 of that judgment;

    iii. explained the process of obtaining the Bond and the investments actually made under the Bonds and whether these investments were in accordance with the instructions of the Applicants and their suitability for retail clients;

iv. annexed the documentation relating to the investments under the Bonds, which showed (for the first time in these proceedings) the significant losses which had been suffered by Mr Al-Maadeed and Mr Al-Nasr, and an internal compliance investigation by Nexus of the investments made. These documents provided some support for the account evidence given in the statements; and

v. stated that in late March 2025 the Applicants' legal advisers had asked him to provide a witness statement.

52. It would have been for the Court hearing the evidence of Mr Veiss and considering the documents to determine the reliability of the statements and the weight to be accorded to them. If the statements were reliable and supported by the entirety of the documentation annexed or other documentation, any competent lawyer would then have sought to rely upon them, as the statements might well have provided support for claims against Nexus on the basis of its failure to follow the instructions of Mr Al-Maadeed and Mr Al-Nasr and the suitability of the investments.

The application made at the hearing

53. Despite the failure to make a compliant written application which we had ordered to be made if we were to consider admitting the evidence of Mr Veiss and to explain why the evidence had not been called at the trial and why it should be admitted on the appeal, we read Mr Veiss's evidence so that we understood its content, bearing in mind that Nexus had had no opportunity to test its veracity.

54. In the light of the content of those statements, we decided that it was in the interests of justice to hear Mr Ahmed's oral submissions in relation to it. We told him that his submissions must explain why the Applicants had not put the evidence of Mr Veiss and the documents he had annexed to his statements before the First Instance Circuit and why we should consider admitting them even though there had been a failure to comply with the directions made.

55. We regret to say that the oral explanation given to us was not credible and provided no tenable reason for the failure. For example, Mr Ahmed's explanation to us of the meetings with Mr Veiss contradicted the documentation submitted to the trial court. The statement of Mr Al-Maadeed made to the trial court stated that there had been a number of meetings between the Applicants, the Law Firm and Mr Veiss between February and September 2024. We regret therefore that nothing was put before us that credibly explained the failure to adduce evidence of that at the trial. Even if in the interests of justice, we had taken the exceptional course of accepting the oral application, nothing credible was put before us to explain the failure to advance allegedly relevant evidence at trial, before seeking to adduce it on appeal. We therefore did not admit Mr Veiss's evidence.

The position of the Applicants after the dismissal of their applications

56. When dismissing the appeal, we told Mr Al-Maadeed and Mr Al-Nasr who had been present throughout the oral hearing that they had failed in their claims before the First Instance Circuit and their application for permission to appeal because they had adduced no admissible evidence to rebut the defence advanced by Nexus, and that this was because their lawyers had not properly adduced evidence which may have enabled them to do so. We had not been able to establish how or why the transfer or brokerage had occurred because of the Law Firm's inexplicable failure to get instructions from the Applicants to obtain and adduce that evidence from OMI or even Mr Veiss at the relevant time. Nor had we been able to establish why the documents annexed to Mr Veiss's statements and his evidence had not been placed before the First Instance Circuit. Nor could we express any view on whether they had had claims against Nexus which might have succeeded.

57. We informed Mr Al-Maadeed and Mr Al-Nasr directly that the Court does not give legal advice, but that they may wish to take advice from different lawyers who could advise them on (i) whether, if they had advanced evidence which could have been available to them on due enquiry (as now set out in this judgment at paragraphs 48 and 52), and had conducted the litigation without the errors (as now set out, particularly at paragraphs 41, 47 and 55), they may have had an arguable claim against Nexus, and if so (ii) on the merits of a claim which (in light of the matters to which we have specifically drawn attention in this paragraph) they may have against the Law Firm for the loss of a chance of bringing a claim

against Nexus and the legal costs they had to pay Nexus as a result of failing in these proceedings and this appeal.

By the Court,

[signed]

Lord Thomas of Cwmgiedd, President

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

Representation

The Claimants/Applicants were represented by Mr Nasser Mohammed Ahmed of the Said Al-Mansoori Law Office (Doha, Qatar).

The Defendant/Respondent was represented by Mr David Holloway, Al-Tamimi & Company (Dubai, UAE).