



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 (F) 17

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

Date: 25 May 2026

CASE NO: CTFIC0022/2026

TAMANNA BNPL LLC

Claimant

v

ANN NORREY UNTALAN NAVARRO

Defendant

JUDGMENT

Before:

Justice Fritz Brand

Order

1. The Defendant is ordered to pay to the Claimant forthwith the following the sum of QAR 6,150.17.
2. The Defendant is to pay the reasonable costs incurred by the Claimant in pursuing its claim, the amount of such costs to be assessed by the Registrar if not agreed.

Judgment

1. The Claimant, Tamanna BNPL LLC, is a corporate entity established and licenced under the regulations of the Qatar Financial Centre (the ‘QFC’) to offer “*buy now, pay later*” (‘BNPL’) facilities to customers. The Defendant, Ann Navarro, is a Philippines national who resides in the State of Qatar.
2. The present dispute arises from two BNPL agreements between the parties which came into existence when the Defendant accepted and signed the terms and conditions of the Claimant’s standard Credit and Payment Agreement on 8 March 2026 (the ‘First Agreement’) and 15 March 2026 (the ‘Second Agreement’), respectively. Under the First Agreement, the Defendant purchased merchandise from the Claimant at an aggregate price of QAR 5,558 which she undertook to pay by way of six equal monthly instalments of QAR 996.34. Under the Second Agreement the Defendant purchased merchandise from the Claimant goods at an aggregate purchase price of QAR 1,278, which she undertook to pay by way of four equal monthly instalments of QAR 359.50.
3. The Claimant’s case is that, although the Defendant accepted delivery of the merchandise, and although she has made certain payments in terms of the two agreements, she fell into arrears with her payment of the agreed monthly instalments from April 2026. In consequence, so the Claimant contends, she is liable under the agreements for an amount of QAR 6,150.17.

4. This Court has jurisdiction to determine the dispute by virtue of article 9.1.1.3 of the Rules and Procedures, in that it constitutes a civil and commercial dispute arising between an entity established in the QFC and a contractor therewith. Because of the relatively small sums and the nature of the issues involved, the claim was allocated by the Registrar to the Small Claims Track of this Court under Practice Direction No.1 of 2022.
5. After the claim was served on the Defendant, she filed opposing papers which was followed by the Claimant's Reply. In her opposing papers, the Defendant does not deny liability. Her explanation for non-payment is in essence that she is financially unable to do so. The reason, she explains, is that for about one month during March and April 2026, she was left stranded in the Philippines and unable to return to Qatar due to the geopolitical situation affecting the region, the difficulty of securing available flights, and the extremely high cost of airline tickets. During that period, she says, she had no source of income and was thus unable to meet her financial obligations on time.
6. Despite her return to Qatar, so the Defendant says, she is still not in a position to pay the full amount of the claim. Accordingly, she concludes:

I respectfully state that this situation was not caused by bad faith or intentional refusal to pay, but by unavoidable financial hardship resulting from circumstances beyond my control. I remain willing to discuss and enter into a reasonable settlement arrangement and respectfully request consideration to allow me time to stabilise financially. I expect that I may be able to resume payments by August 2026. I respectfully ask the Court to take these circumstances into consideration.

7. In its Reply, the Claimant refuses the Defendant's request for an alternative arrangement and reassert its claim for payment. In the circumstances, I have no reason not to accede to the claim. Inability to comply with an agreement, not caused by the conduct of the Claimant, is no defence in law and affords the Court no general jurisdiction to interfere in contractual arrangements voluntarily and freely entered into between the parties. What the Defendant essentially proposes is a settlement, the acceptance of which I have no authority to compel.

8. For the same reason, I can find no basis to refuse the Claimant's claim for recovery of the costs it incurred in pursuing its claim.

By the Court,



[signed]

Justice Fritz Brand

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

Representation

The Claimant was represented by the Hassan Mohamed Al-Marzouqi Law Firm (Doha, Qatar).

The Defendant was self-represented.