



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) 10

**IN THE QATAR FINANCIAL CENTRE
CIVIL AND COMMERCIAL COURT
APPELLATE DIVISION**

[On appeal from [2025] QIC (F) 41]

Date: 4 June 2026

CASE NO: CTFIC0029/2025

KASHIF KAMAL RAJA

Claimant/Appellant

v

PATRON NETWORK LLC

Defendant/Respondent

JUDGMENT

Before:

Lord Thomas of Cwmgiedd, President

Justice Ali Malek KC

Justice Helen Mountfield KC

Order

1. Permission to appeal is granted, and the appeal is allowed.
2. The Order of 4 September 2025 is set aside, and the claim is remitted to the First Instance Circuit.
3. The Respondent is to pay the Appellant the costs of the appeal, to be assessed by the Registrar if not agreed, subject to any representations made to this Court by the Respondents by 16.00 on 11 June 2026.

Judgment

Introduction

1. This is an appeal, heard on a rolled-up basis with the application for permission to appeal against the Order of the First Instance Circuit (Justice Fritz Brand) dated 4 September 2025 ([2025] QIC (F) 41) by which all further proceedings in the claim brought by the Appellant (**‘Mr Raja’**) against the Respondent (**‘Patron’**) were stayed save for the purpose of carrying into effect a settlement made on 31 August 2025 (the **‘Settlement’**).
2. Patron is a Qatar Financial Centre (**‘QFC’**) registered entity which carries on business in Doha. It is part of a group of companies which also carries on business in Manchester (United Kingdom) and Pakistan. Mr Raja brought the claim to enforce a QFC Employment Standards Office (the **‘ESO’**) Determination made on 21 May 2025 (the **‘Determination’**) under the QFC Employment Regulations (as amended) ordering Patron to pay him QAR 119,695.21.
3. Mr Raja contended that the Order staying the claim should be set aside as the Settlement was obtained by unjustified threats made by Patron, and it could be avoided under

article 36 of the QFC Contract Regulations 2005. If the Settlement could be avoided by Mr Raja, it was and could not be disputed that the Order of 4 September 2025 must be set aside.

4. Patron denied any such threats were made. It contended that there was no evidence to support the case made by Mr Raja that the Settlement was concluded as a result of threats made. It was an entirely voluntary agreement.

The background and the decision of the ESO

5. The Determination of the Commissioner of the ESO found that Mr Raja was employed as a business development manager by Patron, which carried on the business of computer programming, IT services and project management in Doha; he had a work visa under Patron's sponsorship from May 2022 to December 2024; he had not been employed by the Pakistan office of Patron as Patron had contended. Patron had failed to pay him the full agreed monthly salary; it had not provided him with adequate accommodation as it had required him to live and sleep in the office; it had failed to give him access to annual leave; and it had terminated his employment early. The Determination ordered Patron to pay Mr Raja within 10 days a total of QAR 119,695.21; of this sum, QAR 96,254.21 was in respect of the salary that should have been paid. The Determination also ordered Mr Raja to return the laptop with which he had been provided by Patron within 20 days of Patron paying him the sums it had been determined Patron should pay him. The complaint by Mr Raja which had led to the Determination was vigorously contested by Patron which had made serious allegations against Mr Raja. The Determination noted that no evidence had been provided to the ESO in support of those allegations. Patron had also contended that that proceedings were underway in the courts of Pakistan as that was the place of his employment. The Determination was highly critical of Patron's conduct throughout the investigation.
6. Patron did not appeal to the QFC Regulatory Tribunal within the time limit of 60 days.
7. On 30 July 2025, after the expiry of the time for an appeal, Mr Raja brought proceedings as a litigant-in-person in this Court to enforce the Determination. On 26 August 2025 Patron sought an extension of time to serve its Defence. An extension of one week was granted.

The Order made on 4 September 2025

8. On 4 September 2025, the Court made the following Order:

UPON being notified of a settlement agreement executed by the parties on 31 August 2025,

AND UPON the parties having agreed to the terms set out in the Settlement Agreement,

IT IS ORDERED that:

- 1. All further proceedings in this claim be stayed, except for the purpose of carrying into effect the terms of the settlement agreement.*
 - 2. The parties have permission to apply.*
9. The Order was made by the Court in accordance with its procedure on being informed by the parties (in circumstances we will explain more fully) that the parties had settled the proceedings. Such an Order reflects the agreement of the parties; if the agreement between the parties is invalid, the court will, on that invalidity being proved, set aside the agreement and the Order.

The applicable legal principles and the issues on the appeal

10. The invalidity for which Mr Raja contends arises under article 36 of the QFC Contract Regulations 2005 (the ‘**Contract Regulations**’) which sets out as follows:

A party may avoid the contract when it has been led to conclude the contract by the other party’s unjustified threat which, having regard to the circumstances, is so imminent and serious as to leave the first party no reasonable alternative. In particular, a threat is unjustified if the act or omission with which a party has been threatened is wrongful in itself, or is wrong to use it as a means to obtain the conclusion of the contract.

11. Article 36 is derived in exact terms from the UNIDROIT General Principles for International Commercial Contracts (see article 3.9 of the 2004 edition of the Principles, now article 3.3.6 of the 2016 edition; the ‘**Principles**’). Each edition of the Principles is accompanied by a commentary; this Court has referred to that commentary in *DWF LLP v Roland Berger LLC* [2025] QIC (A) 5 (see paragraphs 43-46) and *Zishan Anwar v Devisers Advisory Services LLC* [2025] QIC A(9). The commentary on article 3.9 (3.3.6) makes clear that:

Threat of itself is not sufficient. It must be of so imminent and serious a character that the threatened person has no reasonable alternative but to conclude the contract on the terms proposed by the other party. The imminence and seriousness of the threat must be evaluated by an objective standard, taking into account the circumstances of the individual case.

12. The Principles set out are similar to those which arise in common law, but differ in some respects (such as causation – see *Barton v Armstrong* [1976] AC 104 where this was one of the issues). It is, however, not necessary for us to consider what assistance can be derived from the common law in this appeal, as the law of the QFC set out in article 36 of the Contract Regulations as explained by the commentary is clear on the two issues that arise:

- i. Were threats as alleged by Mr Raja made to him by Patron? If so, it is clear that the threats were unjustified?
- ii. If so, were the threats so imminent and so serious (as evaluated on an objective basis in all the circumstances) that it left him with no alternative but to conclude the Settlement with Patron?

13. The Contract Regulations also contain provisions which again mirror the provisions of the Principles in relation to matters such as time limits as set out in article 41 of the Contract Regulations, but it is not necessary to refer to them as they do not arise in this appeal.

14. As the issues we have identified were essentially matters of fact and had to be determined by evidence, we gave procedural directions for the provision of witness statements. We then heard the appeal on 19 April 2026 over a video link to Pakistan. Mr Raja, continuing to act as a litigant-in-person, gave evidence from Pakistan and made submissions. Patron, which was represented by Mr Abassi of Sarvech Legal Services, called five witnesses who gave evidence and made submissions. We received short written submissions after the hearing from both parties.

The factual evidence

15. Although there was a substantial dispute on the question as to whether threats had been made and what had led to Mr Raja concluding the Settlement, the key events were not in dispute.

The meeting at the Boom Boom Restaurant and the agreement reached on 31 August 2025

16. On Sunday 31 August 2025, Mr Raja met an employee of Patron, Mr Waqar Ahmed (who was called to give evidence by Patron) and Mr Sajid Hussain Zubairi of Mazo Legal (a lawyer instructed by Patron) at the Boom Boom restaurant in Islamabad on Sunday 31 August 2025.

17. It is not in dispute that at that meeting it was agreed that Mr Raja would withdraw the claim made before the ESO and the enforcement of the Determination before this Court and instead be paid Pakistan Rupees ('PKR') 1,000,000 (approximately QAR 12,900). This was about 10% of the amount determined by the ESO as due from his employment in Qatar and ordered to be paid. It was agreed that of the PKR 1,000,000, PKR 200,000 would be paid at once and the balance on withdrawal of the claim. That agreement was recorded in documents signed at the meeting and sent to this Court that night.

18. At 20.20 the first email was sent to this Court with a copy to the ESO in which Mr Raja stated he had decided to withdraw his complaint. It continued:

I have amicably resolved my matter with my previous employers Patron Network LLC through out of court settlement.

I confirmed that I do not wish to pursue this matter any further and that I have no objection to the case being treated as withdrawn and closed...

I also confirm that I have had a word with the company's legal advisor and a copy of this e-mail has been forwarded to him...

I sincerely apologise to this Honorable court and the Company for any inconvenience caused.

19. Attached to that email were two documents:

- i. A scan of a letter addressed to the Registrar and signed by Mr Raja where the text of the letter was the same as stated in the email.

- ii. A scan of a letter addressed to the Registrar of the Court signed by Mr Raja in which Mr Raja stated:

1. That I have amicably resolved and settled my dispute with my previous employer, PATRON NETWORK (PAKISTAN) & Patron Network LLC, through an out-of-court settlement.

2. That the Company has agreed to pay me a final settlement amount of PKR 1,000,000 (One Million Rupees), out of which I have already received PKR 200,000 (Two Hundred Thousand Rupees). The balance amount shall be released to me upon withdrawal of my complaint.

3. That in light of this amicable settlement, I hereby withdraw Complaint No. 03 of 2025, together with the claim of QAR 119,695.21 pending before this Honorable Court, and I confirm that I shall not pursue the matter any further.

4. That I further acknowledge and admit that my earlier claim was filed on the wrong advice of my friends, which I filed against the company which are resolved now. I now realize that my actions were wrongful, and I deeply regret having filed such a complaint and I also undertake that I will not file any claim lad in future in this regard or of any other nature against the company or its associated business and any other person.

5. That I undertake and declare that I shall not, in the future, raise, initiate, or pursue any claim, complaint, or litigation against the Company in Qatar or elsewhere in relation to my employment or anything else.

I also confirm that I have spoken with the Company's Legal Advisor in this regard, and I have forwarded a copy of this email to him at dispute@mazcolegal.com for his record and information.

I sincerely apologize to QFC and to the Company for any inconvenience caused due to my earlier complaint, and I request that the matter be treated as fully and finally settled.

20. Mr Raja agreed to hand over his SIM on the phone provided to him by Patron; he did so, and the transfer was acknowledged by Ooredoo.

21. After the first email had been sent, Mr Raja received into his bank account PKR 200,000. He was asked by Patron to provide a bank document showing receipt of that payment and did so. This was in turn communicated to the Court in a second email sent later that evening (which has a time of 21.26):

Further to my previous email, I would like to confirm that I have received a sum of PKR 200,000 against my full and final settlement of PKR 1,000,000. Please find the bank transfer receipt attached for your reference and record.

I kindly request you to consider this matter settled and close my claim accordingly. Additionally, I am awaiting confirmation from the court regarding the withdrawal of the case against Patron Network.

22. Attached was a scan of the bank document showing receipt of PKR 200,000.
23. After receipt of the second email, the Court at 22.39 (Doha time) sent to Mr Raja and Patron an email that acknowledged receipt of the email requesting the withdrawal of the claim and stating that that the Court would close this case; it also stated that nothing further was required. The Court emailed Mr Raja at 08.43 Doha time the following morning confirming the case had been closed.

The conflicting evidence as to what happened before and at the meeting at the Boom Boom Restaurant

24. There was, however, a significant dispute as to how the meeting had come about, whether threats had been made prior to and at the meeting, what had been said at the meeting, who had participated in the events, and whether Mr Raja was forced to hand over control of his email and SIM.
25. It was the evidence of Mr Raja that:
- i. Three men arrived outside his flat in Islamabad at about 14.30 the same day as the meeting. He provided a recording of CCTV which showed three men outside a flat. One of them he understood to be a Mr Nadeem Bajwa, but he did not learn the names of the other two. Mr Bajwa told him that they were from an agency and that they wanted to talk about his Qatar case. They had papers relating to the case and they wanted to settle the case. If Mr Raja did not comply with what they wanted, his family would be harmed, and his children might be kidnapped; they told him they knew all about his family. He could not be more specific about the threats made as he was in shock and trauma as he knew such threats could be carried out in Pakistan.

- ii. He refused to let the men into his house. He was then taken to a car where Mr Bajwa spoke on the phone to a Mr Waqas Choudhary who was the managing director of Patron Network UK and Patron Network Pakistan; Mr Raja was told that he had to sign a settlement agreement to accept PKR 1m. He was given no opportunity to discuss the demand.
- iii. He was then told to go to his home and wait for Patron's lawyer, Mr Sajid Hussain, to come from Karachi as he would have to sign some documents.
- iv. About 2 hours later he was told to come from his home and was taken by Mr Bajwa to the Boom Boom Restaurant to meet Mr Sajid Hussain and Mr Waqar Ahmed, both of whom he had never met before. He was forced to sign the Settlement, hand over his SIM, transfer his login to his email account from which Mr Sajid Hussain sent the email to the Court, and to do the other things which it is common ground were done.
- v. He did all of this because of the threat to harm his family and because he was in a state of shock and trauma.

26. It was the evidence of Mr Waqar Ahmed that:

- i. He was asked to meet Mr Raja by a manger of Patron and Patron's lawyer Mr Sajid Hussain in the Boom Boom Restaurant in Islamabad; he had never met Mr Raja before. He travelled 170 km from his home to the restaurant arriving at dusk.
- ii. He did not know of the Determination as all the discussions which led to the meeting had taken place between Mr Raja and Mr Sajid Hussain. Mr Sajid Hussain had also prepared papers. Mr Raja was with Mr Sajid Hussain; he did not know a Mr Nadeem Bajwa and he was not present.
- iii. He understood that Mr Raja was to be paid PKR 500,000 as that was the accumulated salary and leave pay. Mr Raja wanted PKR 1m. He spoke to Mr

Waqas Choudhary. Patron agreed to pay PKR 1m, PKR 200,000 then, and with the balance paid when the claim was withdrawn.

- iv. After Mr Raja handed over the SIM, he said that he would courier the laptop once he had transferred the files. He did not know how the emails to the Court had been sent.

27. Patron did not call Mr Sajid Hussain or Mr Waqas Choudhary to give evidence.

The decision to sign a formal agreement the following day

28. It was common ground that it was agreed that Mr Raja would sign a more formal document at the courthouse the following day. Messages were exchanged between Mr Raja and Mr Waqar Ahmed which were friendly in tone. On an accurate translation by the court interpreter, there was nothing in the messages that could be relied on as supporting or undermining either of the differing accounts of what had happened at the Boom Boom Restaurant.

The signing of the Settlement

29. On the following day, Monday 1 September 2025, Mr Raja and Mr Ahmed executed a formal settlement agreement at a court office in Islamabad, signing it and affixing a thumb print. The agreement was stamped to show that PKR 500 had been paid by Mr Ahmed (as also evidenced by a bank challan). The agreement was witnessed by a Notary Public and Advocate. It was also witnessed by Mr Amir Sohail Mirza and Mr Abdul Wahab (who was called by Patron to give evidence and confirmed that in his evidence).

30. The formal agreement provided that Mr Raja's claims would be settled by the payment of PKR 1m, of which PKR 200,000 had been paid and the balance would be paid on written confirmation that the proceedings in Qatar had been closed. Other provisions included an apology by Mr Raja to the Court and to the ESO, and an agreement by Mr Raja to return all company property. In the recitals:

- i. Mr Raja acknowledged that his employment was with Patron's (a Qatar company) "*Operations in Pakistan only to work remotely and not with its cat our office or anywhere else in the world*".
 - ii. Mr Raja accepted "*that his claims were issued due to being misled by family friends personal grievance and miss guidance and expresses regret for any inconvenience caused to the company or the court*". He also acknowledged that at the time of his recruitment he misrepresented his salary as QAR 5000 whereas his actual salary was paid in Pakistan in PKR monthly as per his actual contract signed on 6 August 2021.
 - iii. Patron confirmed that the terms of the Settlement were in accordance with the contract.
31. There was a dispute as to what was said at this meeting and whether threats were again made. Mr Raja said he was forced to sign the agreement because of the threats made to his family and he was still traumatised and in shock. Mr Ahmed said no threats were made and everything was done formally.
32. At 19.00 that evening, Mr Raja sent a WhatsApp message to the Commissioner of the ESO which the Commissioner acknowledged: "*Good afternoon.... Please note my Qatar number have taken by the responded and I have only this number to communicate with you...*"
33. It was Mr Raja's evidence that he spoke to her that evening and gave her his account of what had happened.
34. On the next day, Tuesday 2 September 2025, Patron's lawyer, Mr Sajid Hussain, sent an email to the Commissioner of the ESO in the morning telling her that its client, Patron, had amicably settled the case and attaching the Settlement.
35. About this time Patron contacted Mr Abdul Fahim Hiroli who was called by Patron to give evidence. He had known Mr Raja for some years when they were both living in Qatar. Patron asked him to mediate in what he understood was a case Mr Raja had

brought against Patron at the time he had resigned and left. Patron wanted to sort out the case. There was a video conference between Mr Raja and Mr Abdul Fahim Hiroli on Tuesday 2 September (in which Mr Ahmed joined as well as another person whose identity was disputed). Mr Hiroli told us that Mr Raja wanted full payment of what was agreed before he withdrew the case, but Patron were not prepared to pay the balance until the case had been withdrawn. Mr Hiroli suggested the issue be resolved by a post dated cheque being given. He did not know of the Determination; all he knew was there was a case between them, but did not know the amounts involved. When he was subsequently told by Mr Raja that threats had been made, he withdrew from being involved. We were provided with a WhatsApp voice note, but this did not assist.

36. On Wednesday 3 September 2025, Mr Raja sent two emails to the Court and to Commissioner at the ESO, respectively.

i. In the first at 12.51 he stated:

Its was pleasure speaking with you today, as I have explained you the all situation about the email sent from my account was not me, if you still can assist me just to requesting me on same email to share the remaining account receipt as well to close the case or what ever you feel the best way and copy all others so responder might pay me the forced agreed money to drop the case otherwise I have no choice. Once I get the payment you may officially send confirmation about the case.

Hope you understand and if any misunderstanding sir you may call me on my direct number once available Sir.

ii. In the second at 21.11 Mr Raja set out his account of what had happened. In respect of the events on 31 August 2025, he said:

On 31st August 2025, I was forcibly taken by three men associated with [Patron], Mr. Mohammed Waqas. Under threats to my life and my family's safety, I was forced to: Speak directly with Mr. Waqas by phone and accept an 'out of court settlement' against my will, Sign multiple documents, including stamped papers and SIM transfer forms, allow them access to my WhatsApp and email accounts, from which they drafted and sent emails to QFC as though I had voluntarily accepted settlement...

The email concluded:

“Now, the Respondent is demanding that I send an email to QFC requesting full closure of the case before they release the remaining amount under this forced arrangement. This is further evidence that the entire process is being carried out under coercion and is not voluntary. I want to emphasize for the record that:

- *Any settlement, documents, or payments were obtained under duress and have no legal validity.*
- *I have not voluntarily agreed to withdraw or close the case.*
- *If anything happens to me or my family, the responsibility lies with Mr. Mohammed Waqas, his associates, and his lawyer Mr. Sajid.*

I am preparing to inform the Court formally and file a criminal complaint with the relevant authorities, but I wanted to keep you updated and ensure you are fully aware of what is happening.

37. No application was made by Mr Raja at this stage.

38. On Thursday 4 September 2025, the Judge of the First Instance Circuit, after considering the documents sent to the Court on 31 August 2025, made the Order staying the proceedings .

39. Later in September 2025 Mr Raja made complaints to various persons including the police in Pakistan, the UK Foreign, Commonwealth and Development Office, the UK High Commissioner in Pakistan, and the UNHCR in Pakistan. It appears no action was taken by any of the bodies to which he had complained.

Our conclusion

40. We turn now to answer the two issues set out above.

Were unjustified threats made by Patron?

41. The Settlement which Mr Raja seeks to set aside had two stages. The essential terms were agreed at the meeting at the Boom Boom Restaurant on 31 August 2025 and immediately acted upon: emails and letters were sent to the Court that evening, the SIM was handed over, and PKR 200,000 was paid. The formal written Settlement recording and elaborating those terms was then executed the following day, 1 September 2025, at a court office in Islamabad before a Notary.

42. The Order of 4 September 2025 was made on the basis of the documents sent to the Court on 31 August 2025. It follows that if the agreement reached on 31 August 2025 is avoided, the formal agreement of 1 September 2025 – which was its product – falls with it, and the Order must be set aside. Central to our determination of whether threats were made by Patron to Mr Raja is the evidence in relation to the way in which the meeting on 31 August 2025 came about and what happened at that meeting.
43. Mr Raja’s account of the reason why he attended the meeting and of the threats made to him was clear. However, there are a number of respects in which that account can be questioned:
- i. In the complaints he made to various police and other bodies, he said the three men who came to his flat were masked. He did not make that allegation in his statement that initiated the appeal or in his witness statement before us. However, when asked questions by the Court as to what he had said in the complaints to other bodies, he said that the men who came to his home had worn masks that they took on and off. Although it was clear from the CCTV that none of the men had worn masks of the type that would have disguised their recognition one of them had a mask of the type used during the Covid Pandemic.
 - ii. In the complaint he made to the British Diplomatic Service, Mr Raja said he was threatened at gun point. Again, he did not make that allegation in his statement that initiated the appeal or in his witness statement, but when questioned by the Court about the statement in the complaint, he said that one of persons in the car was holding something. He said that it was the threats to his family that shocked him and made him agree to the Settlement.
 - iii. He made no complaint to the Pakistani police or other authorities at the time he was under the threats he claimed were made, though he did so subsequently. He said, in answer to questions from the Court as to why he had not done so, that he was in trauma. He also said that he was threatened that if he went to the police, the men would come to his house. After speaking to the Commissioner of the ESO, he realised that those who had come to his house were “fake” and not from an agency. He then complained to the police and others.

- iv. None of the police or other authorities to which he submitted a complaint acted on it.
 - v. He made no protest at the signing of the formal agreement, despite the fact that this executed at a court office before a Notary and an Advocate with full formalities including the stamping of the agreement and the affixing of biometric identification.
44. We have had regard to the evidence of Amara Siddiq and Farhan Ali concerning aspects of the conduct of Mr Raja which on their account reflects adversely on his character and credibility. We have set that evidence against the findings made by the Commissioner of the ESO in her Determination concerning Patron's own conduct. Those findings do not reflect well on Patron, either.
45. In approaching Mr Raja's evidence, we are conscious that assessments of credibility based on the demeanour of a witness are an unreliable guide to honesty. The ability to detect deception from how a witness presents is only marginally better than chance, and a witness's apparent honesty or lack of it tells the observer very little about whether the witness is in fact telling the truth. We therefore do not rest our assessment of Mr Raja's account on any impression formed of him as a witness. We rest it on whether his account is consistent with, and supported by, the objective and undisputed circumstances – a question to which we now turn.
46. The burden of proving that the Settlement was procured by unjustified threats lies on Mr Raja as the party who asserts it. The standard is the civil standard: the balance of probabilities. Mr Raja must establish that it is more probable than not that threats of the kind he describes were made and that those threats induced him to enter into the Settlement. The seriousness of the allegation does not alter the standard, though it bears on the weight of evidence that the Court requires before it can be satisfied that the standard is met. A serious allegation requires cogent evidence before the balance tips in a claimant's favour. With that framework in mind, we turn to the central question.

47. The critical question remains is as follows: why Mr Raja agreed on 31 August 2025 to settle for 10% of the sum awarded to him in the Determination? That question calls for an answer because the circumstances are objectively striking. No appeal had been brought against the Determination. Patron's defence in the Court proceedings was due on 2 September 2025, two days later. The Determination was enforceable against Patron in Qatar. Mr Raja therefore held a strong and immediately enforceable position. Why he would surrender 90% of his award in those circumstances requires explanation.
48. The only direct evidence on that question was Mr Raja's own account which was that he was induced to settle by threats of harm to his family.
49. We asked Patron what their case was as to why Mr Raja had acted as he did. The answers given were unpersuasive. In oral submissions, Mr Abassi suggested that Mr Raja may have been motivated by uncertainty as to enforcement abroad or the risk of a future appeal. In written submissions, it was suggested that Mr Raja may have brought the original proceedings out of a desire for revenge following his non-reinstatement and that this coloured his subsequent conduct. Neither explanation was supported by any evidence. Both were speculation.
50. The unsatisfactory quality of those responses becomes more significant when considered alongside what Patron's own evidence established about who was present and what occurred. It is clear from that evidence that Mr Sadiq Hussain, Patron's lawyer who had drafted the Settlement, was present at the meetings on 31 August 2025 and 1 September 2025. On Mr Waqar Ahmed's evidence, it was he who conducted discussions with Mr Raja at those meetings. Mr Waqas Choudhary was the individual from whom Mr Ahmed sought instructions during the meeting on 31 August 2025. On Patron's own account, therefore, Mr Sadiq Hussain and Mr Waqas Choudhary were directly involved in the events leading to the Settlement and both must have known what was said to Mr Raja and what had induced him to sign.
51. Neither Mr Sadiq Hussain nor Mr Waqas Choudhary gave evidence. Mr Abassi offered no explanation for their absence.

52. Where a party fails without adequate explanation to call a witness who was present at material events and who could be reasonably expected to give relevant evidence on a contested issue, courts and other adjudicative bodies are entitled to draw an adverse inference against that party. The inference is that the absent witness's evidence would not have assisted, and may well have contradicted, the case of the party who chose not to call them. The basis for that entitlement is not a technical rule confined to any particular legal system. It is an application of common sense to a basic requirement of forensic good faith: a party in possession of relevant evidence is expected to produce it, and if it does not, the obvious inference is that the evidence would not have helped it. A court or tribunal that declined to draw such an inference would not be acting neutrally; it would be rewarding a deliberate withholding of evidence. Rational adjudication does not permit that result because it requires that parties engage honestly in the evidential process.
53. This general principle is recognised across most legal systems and is not the preserve of any single legal tradition. Its cross-jurisdictional character is illustrated by article 9.7 of the International Bar Association Rules (the '**IBA Rules**') on the Taking of Evidence in International Arbitration (2020), which provides that where a party fails without satisfactory explanation to make available evidence sought by the other party or ordered by the tribunal, the tribunal may draw adverse inferences from that failure. Although the IBA Rules are addressed to arbitral tribunals, they reflect and codify a principle that is equally applicable in court proceedings: a party that withholds available witness evidence without explanation cannot expect the court to proceed as though that silence is without consequence.
54. In England and Wales, it was often thought as a result of the principles set out (after a review of the case law) by Brooke LJ in *Wisniewski v Central Manchester Health Authority* [1998] EWCA Civ 596 that the drawing an adverse inference from the absence of a witness was governed by legal criteria. However, Lord Leggatt JSC in *Efobi v Royal Mail Group Ltd* [2021] UKSC 33, a decision of the United Kingdom Supreme Court, made clear that it was not. After referring to *Wisniewski*, he said at paragraph 41:

Without intending to disparage the sensible statements made in that case, I think there is a risk of making overly legal and technical what really is or ought to be just a matter of ordinary rationality. So far as possible, tribunals should be free to draw, or to decline to draw, inferences from the facts of the case before them using their common sense without the need to consult law books when doing so. Whether any positive significance should be attached to the fact that a person has not given evidence depends entirely on the context and particular circumstances.

55. That observation captures the approach this Court should adopt as a matter of rational principle rather than as a technical legal rule. The relevant considerations in any given case will include whether the witness was available to give evidence; what relevant evidence it was reasonable to expect that witness to give; what other evidence bearing on the same issue was before the Court; and the significance of that issue in the context of the case as a whole. These considerations are inter-related and admit of no mechanical application.
56. Applying those considerations here, the position is clear. Mr Sadiq Hussain and Mr Waqas Choudhary were, on Patron's own evidence, present at and central to the negotiations that produced the Settlement. They were within Patron's control as witnesses. Their evidence on the question of why Mr Raja settled would have been directly material. No explanation was offered for their absence. The decision not to call them was a deliberate one.
57. Drawing that inference, and having regard to the evidence as a whole, we are satisfied that Mr Raja has established that threats of harm to his family were made and that those threats induced him to enter into the Settlement. There is no credible alternative explanation for why a party holding an unappealed, immediately enforceable award would agree, days before his counterparty's defence was due, to accept 10% of what he had been awarded. Patron was in a position to call evidence that could have addressed this question directly. It did not do so. The inference adverse to Patron is, in the circumstances, an irresistible one.

Were the threats so imminent and so serious (as evaluated on an objective basis in all the circumstances) that it left him with no alternative but to conclude the Settlement with Patron?

58. We therefore turn to consider whether the threats were so imminent and so serious that it left him with no alternative but to agree to the settlement on 31 August 2025. It is clear that this must be judged on an objective basis.

59. Mr Raja's evidence was clear: he was shocked and traumatised and believed his family were at such risk that he agreed to the Settlement. Again, there are a number of respects in which his account must be questioned:

- i. The agreement was made in a public restaurant; he exchanged pleasant messages with Mr Ahmed after the meeting.
- ii. The agreement was formalised the following day at a court building before a Notary and an Advocate with every opportunity to protest and say what had happened.
- iii. He made no complaint to the police at the time.
- iv. He told us that he appreciated within a few days that the threats were fake.

60. However, the threats which were made were to his family's safety. His evidence was that he was shocked and traumatised. In looking at his state of mind on an objective basis, a person threatened with harm to his family would consider the threats so imminent and so serious that he had no other alternative but to comply and sign the settlement agreement. Threats to a family's safety are one of the most serious threats that can be made; the circumstances set out in Mr Raja's evidence were such that they were objectively credible. It is therefore understandable that he made no attempt whilst shocked and traumatised to seek help by taking advantage of the fact he was in public premises when the agreement was made or when he was before the Notary and Advocate.

61. However, it is clear that he realised in a few days that the threats were "fake" and he immediately set out for the Court's Registry and the ESO his account of what has happened. We therefore find that the threats were so imminent and so serious that he was left with no alternative on 31 August 2025 but to agree to the Settlement. The

formal Settlement signed the following day was a continuation of the same coerced process and is vitiated for the same reason.

62. We find for these reasons on the evidence adduced before us, Mr Raja has proved the invalidity of the Settlement – both the agreement reached on 31 August 2025 and the formal agreement executed on 1 September 2025. We grant permission to appeal, allow the appeal and set aside the Order of 4 September 2025.

63. The Respondent has been wholly unsuccessful on this appeal. The general rule is that the unsuccessful party pays the costs of the successful party. We see no reason to depart from that rule. We therefore order the Respondent to pay Mr Raja’s cost of the appeal, such costs to be assessed by the Registrar if not agreed. However, since the question of costs was not the subject of submissions before us, we would allow the Respondent until 16.00 on 11 June 2026 to make any representations it wishes to make on the question of costs.

The future course of the proceedings

64. We remit the claim to the First Instance Circuit. We would draw the attention of the parties to the decision of the First Instance Circuit in *QFC Employment Standards Office v Expert Credit Solutions* [2026] QIC (F) 5 on the power of the Court to enforce as a statutory debt the Order for payment of QAR 119,695.21 made by the ESO in its Determination.

By the Court,



[signed]

Lord Thomas of Cwmgiedd, President

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

Representation

The Claimant/Appellant was self-represented.

The Defendant was represented by Mr Sarvech Abbasi of Sarvech Legal Services (Islamabad, Pakistan)