



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) 42

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

Date: 2 July 2026

CASE NO: CTFIC0040/2026

TAMANNA BNPL LLC

Claimant

v

MUFEEED AHMED ABDUL HAMEED KOLAKKAT

Defendant

JUDGMENT

Before:

Justice Dr Talal Al-Emadi

Order

1. The Defendant is ordered to pay to the Claimant forthwith the sum of QAR 579.51.
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 company established and licenced in the Qatar Financial Centre (the ‘QFC’) to offer “*buy now, pay later*” (‘BNPL’) facilities to customers. The Defendant, Mr Mufeed Ahmed Abdul Hameed Kolakkat, is an Indian national who resides in the State of Qatar.
2. The present dispute arises from a BNPL agreement 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 4 February 2026 (the ‘**Agreement**’). Under the Agreement, the Claimant financed the Defendant’s purchase of an electronic product from a retailer called First Stop at an aggregate price of QAR 949.00, which the Defendant undertook to pay by way of six equal monthly instalments. The Defendant took delivery of the goods on the date of purchase and acknowledged receipt by signing a “*Delivery Note*”. He has retained possession of the goods and has raised no dispute regarding delivery or quality.
3. The Claimant’s case is that, although the Defendant made the first three instalments — the third being paid late and thereby attracting a contractual late fee — he failed to pay the fourth instalment due on 4 May 2026 and the fifth instalment due on 4 June 2026, notwithstanding repeated collection efforts, formal written reminders, a personal promise to pay made on 16 May 2026, and a “*Final Notice Before Legal Escalation*”. The Agreement contains an acceleration clause providing that, upon the Defendant’s continued default, all remaining outstanding instalments become immediately due and payable. In consequence, so the Claimant contends, the Defendant became contractually liable under

the Agreement for an aggregate amount of QAR 579.51, comprising the overdue and accelerated instalments together with the contractual late fees arising from his breach.

4. This Court has jurisdiction to determine the dispute by virtue of article 9.1.1.4 of the Rules and Procedures of this Court (the '**Rules**'), in that it constitutes a civil and commercial dispute arising from a transaction, contract or arrangement taking place between an entity established within the QFC and a resident of the State of Qatar. Because of the relatively small sum 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, he filed a Notice of Defence. In his Defence, the Defendant does not deny liability. His Defence amounts to an admission of the claim, accompanied by an explanation as to why he has been unable to meet his payment obligations on time. The Claimant did not file a Reply to the Notice of Defence, which is understandable given that the Defendant admitted the claim.
6. 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.
7. 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 Dr Talal Al-Emadi

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.