In the name of His Highness Sheikh Tamim bin Hamad Al Thani,

Emir of the State of Qatar

Neutral Citation: [2025] QIC (F) 17

IN THE QATAR FINANCIAL CENTRE

CIVIL AND COMMERCIAL COURT

FIRST INSTANCE CIRCUIT

Date: 4 March 2025

CASE NO: CTFIC0064/2024

MAMOUN AHMAD ABDULWAHAB

Claimant

V

DEVISERS ADVISORY SERVICES LLC

Defendant

JUDGMENT

Before:

Justice Ali Malek KC

Order

1. The Defendant is to pay the Claimant $5,000 within 14 days of the date of this judgment.

2. No order as to costs.

Judgment

Introduction

1. The proceedings concern a claim by the Claimant, Mamoun Ahmed Abdulwahab, against the Defendant, Devisers Advisory Services LLC (‘**Devisers**’), regarding services related to securing a UK Innovator Visa. The claim arises from an agreement entered into on 23 December 2023 (the ‘**Agreement**’), under which the Claimant paid $10,000. No visa was obtained and the Claimant seeks to recover the amount paid, compensation of $2,000 for lost opportunities and expenses, as well as additional compensation as the Court considers appropriate. Devisers denies any liability to the Claimant.

2. Proceedings were commenced in December 2024 by Devisers and Mr Luqman Khan (‘**Mr Luqman**’) against the Claimant in the Investment and Trade Court of the State of Qatar.

3. In a decision rendered on 16 January 2025, the Investment and Trade Court ruled that the claim was inadmissible because of the existence in the Agreement of an arbitration clause (referred to in paragraph 13 below) indicating that the First Instance Court of this Court (the Civil and Commercial Court of the Qatar Financial Centre) should resolve the dispute. It was subsequently agreed between the parties that proceedings in this Court were appropriate rather than arbitration.

4. This claim has been allocated to the Small Claims Track in accordance with Practice Direction No. 1 of 2022 and has been decided based on the written materials filed and served by the parties. Neither party requested an oral hearing and, given the issues and amounts involved, the Court considered it unnecessary to hold one.

The Parties

5. The Claimant is a person who was interested in securing a business residency in the United Kingdom through the establishment of a commercial enterprise.

6. Devisers is a company licensed by the Qatar Financial Centre (‘**QFC**’) Authority, under QFC licence #00388. It operates in the field of immigration.

The UK Innovator Visa

7. The UK Innovator Visa is intended for entrepreneurs looking to establish and manage an innovative business in the United Kingdom. To qualify, applicants must present a business plan that is not only new and innovative, but also viable and scalable. The business idea must be endorsed by an authorised UK endorsing body, which assesses the proposal's potential to contribute to the UK economy.

8. The application process for a UK Innovator Visa involves several stages. Applicants must first secure an endorsement from an approved endorsing body. These bodies evaluate the proposed business plan, considering factors such as innovation, market potential, and scalability. Once endorsed, applicants can submit their visa application to UK Visas and Immigration, providing the endorsement letter along with other required documentation such as proof of funds, identity, and compliance with English language requirements. After the visa is granted, the endorsing body monitors the applicant's progress during the visa period to ensure the business remains on track and meets the original criteria.

9. In his Statement of Claim, the Claimant explains the process involving the endorsement process as follows:

> *…[Devisers] proposes a business idea and plan for the prospective company and undertakes the preparation of both an economic feasibility study and a financial analysis in return for a certain pre-agreed fee. Following that, these documents are submitted to a specialised endorsement body in Britain.*
>
> *Following a review of the proposed business idea and its economic feasibility, this body either rejects the business idea as non-innovative or approves it in principle, allowing the individual to obtain a visa to travel to and establish a business in Britain.*
>
> *The individual concerned has the right to raise a single objection if the proposed business idea is rejected. In order to be considered as an innovative*

undertaking, the individual is expected to furnish supporting evidence demonstrating the eligibility of the business idea. Should such an objection be upheld, this signifies approval of the business idea, and consequently, the individual is endorsed, qualifying them to obtain a visa to enter Britain and establish the business there. Conversely, if the objection is unsuccessful and is therefore rejected, this indicates that the business idea has not been accepted. If the individual concerned so wishes, they may come up with a new business idea and restart the process.

The Agreement

10. On 23 December 2023, the Claimant entered into the Agreement with Devisers concerning his application for a UK Innovator Founder Visa.

11. Pursuant to Schedule Three to the Agreement, the Claimant agreed to pay QAR 37,500 (in UK sterling or equivalent) to Devisers. A sum of $10,000 was paid on the same day that the Agreement was signed.

12. The Agreement contained the following express terms:

Clause 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.

Clause 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.

Clause 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.

13. Devisers also had "*Terms of Business*" that formed part of the Agreement. They included the following terms:

Clause 1:

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.

In addition you will be liable to pay full service charges or fees agreed in case of withdrawal after submission of application.

Clause 4:
Disputes & Jurisdiction: Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by QATAR INTERNATIONAL COURT AND DISPUTE RESOLUTION CENTRE ("QICDRC") in accordance with QATAR INTERNATIONAL COURT AND DISPUTE RESOLUTION CENTRE ("QICDRC") rules in force at the time the request for arbitration is submitted, which rules are deemed to be incorporated by reference in this clause. The seat, or legal place, of the arbitration shall be Qatar. The Arbitral Tribunal shall consist of three arbitrators. The language of the arbitration shall be English. The Competent Court of the arbitration shall be the First Instance Circuit of the Civil and Commercial Court of the Qatar Financial Centre and, in the case of enforcement, the Competent Judge shall be the Enforcement Judge of the First Instance Circuit of the Civil and Commercial Court of the Qatar Financial Centre.

Clause 7:
The Client undertakes on instructing DEVISERS to apply for a Visa for him/ herself or thereafter promptly on receipt of any request from DEVISERS to provide accurate and detailed information and documentation regarding the Client, like but not limited to the personal details, qualifications and work experience of the Client, and any other information or documentation that in its sole discretion DEVISERS may deem necessary in order to obtain a visa for a client.

Clause 8:
The applicant agrees to create new personal email address and to give its access to DEVISERS for the purpose of creating online application account of applicant for visa application and correspond for any visa application related matter. Applicant agrees to monitor this new email address regularly.

14. In the declaration of the Agreement (the '**Declaration**'), the Claimant agreed:

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.

15. The scope of work for Devisers, as detailed in Schedule Two to the Agreement, was as follows:

> ***Services Include before visa***
> *• A detailed assessment of the client's circumstances.*
> *• Advising for the exact documentation needed for an application to the visa authorities.*
> *• Completing and submitting the applicant's and dependent's (if any) online application to the visa authorities.*
> *• Assisting applicant for business plan topics (if any).*
> *• Keep the applicant informed about his/her application status.*
> *• Continue working upon visa application until a successful result.*
>
> ***AFTER VISA SERVICES:*** *advice upon following:*
> *• Complete visa requirements for the holder of the visa.*
> *• Formation and establishment of business, either self-employment or limited company.*
> *• Company registration, if required.*
> *• Registration with HMRC (Her Majesty Revenue and Customs) if required.*
> *• Registration with NHS (National Health Services).*
> *• Introduction with the accountant, if required.*
> *• Introduction with the bank, for business and personal bank accounts.*
> *• Introduction of possible business venture or investment programs.*
> *• Introduction of new or existing business opportunities.*
> *• (NIN) National Insurance Number.*
> *• Requirements of obtaining the Leave to Remain in UK and/or UK ILR (Indefinite Leave to Remain in the UK) and/or Nationality, 2 or 3- or 5-years route (depending on visa category.*

The Facts

16. The Court has taken the facts from the Statement of Claim (Memorandum) filed by the Claimant. This is because Devisers, other than not admitting the claim, elected not to file a substantive Defence to the claims on the basis that it disputed the jurisdiction of this Court. This jurisdictional objection no longer arises as a result of the decision in paragraph 3 above. The fact that Devisers relied on a jurisdiction argument does not absolve them of an obligation to state its defence to the claims. This has meant that what is said by the Claimant is largely unchallenged by Devisers. However, the Court has had regard to the documents before it.

17. The Claimant engaged Devisers to assist in securing a visa and establishing a business in the United Kingdom. He made it clear during discussions that the visa should be obtained by July or August 2024 to which Devisers agreed.

18. Devisers' representative in Qatar, Mr Luqman, provided the Claimant with a list of required documents, including passport, curriculum vitae, employment history, and financial records. The Claimant proceeded to submit these documents in a phased manner. The Claimant was subsequently directed to Devisers' Dubai office, which was said to be responsible for preparing the necessary studies and documentation for the establishment of the business.

19. By email dated 18 January 2024, Devisers' Dubai office confirmed receipt of the Claimant's documents and indicated that a business proposal and study would be provided within 14 days.

20. Throughout January and February 2024, the Claimant made multiple follow-up inquiries. Devisers' Dubai office repeatedly assured the Claimant that document preparation was ongoing. These assurances were routinely conveyed through template email responses. On 4 February 2024, the Claimant specifically requested that Devisers refrain from sending standard template responses.

21. On 17 February 2024, the Claimant sent a further email to Devisers' Dubai and Qatar offices, urging them to expedite the documentation process and reiterating the agreed timeline. On 21 February 2024, Devisers' Dubai office provided the Claimant with a draft business plan, which was delayed by 33 days from the timeframe initially agreed. On 24 February 2024, the Claimant sought clarification on aspects of the study, both by telephone and email. On 26 February 2024, the Claimant approved the commencement of the final business plan. Devisers' Dubai office confirmed receipt of this approval on 29 February 2024.

22. In March 2024, Devisers' Dubai office requested that the Claimant obtain letters of interest from prospective UK clients. The Claimant complied and submitted the requested documents on 1 April 2024. On the same date, Devisers' Dubai office requested further documentation, which the Claimant provided on 14 April 2024. Receipt of these documents was confirmed on 18 April 2024.

23. Following additional follow-ups, Devisers' Dubai office delivered a final business plan on 9 May 2024. The Claimant provided feedback on 10 May 2024. A revised version of the business plan was sent to the Claimant on 15 May 2024, but the Claimant noted

that it did not fully incorporate his comments. On the same day, he expressed his dissatisfaction. Devisers' Dubai office responded by affirming their view that the business plan was satisfactory.

24. On 1 June 2024, the relevant documentation was sent to a UK endorsing body named Innovator International.

25. On 24 June 2024, the Claimant was informed that the application would not be endorsed. The stated reason for this refusal was the inadequacy of the business plan prepared by Devisers.

26. On 29 June 2024, Devisers' Dubai office provided the Claimant with a draft objection to the rejection and requested approval for its submission. The Claimant sought clarification and reminded Devisers of their responsibility to ensure the quality of documentation. On 1 July 2024, the Claimant reiterated that his approval of the draft objection did not absolve Devisers of their professional responsibility. The objection was submitted on 5 July 2024.

27. On 16 July 2024, the objection was rejected, rendering further pursuit of that visa application impossible.

28. In light of the rejection, coupled with the failure to meet the agreed timeline, the Claimant notified Devisers that he no longer wished to engage their services under the Agreement. The Claimant asserted that he had derived no tangible benefit despite fulfilling his contractual obligations and making full payment. He requested that Devisers provide "*an alternative resolution*".

29. From that point onward, the Claimant engaged in multiple communications with Devisers' Dubai and Qatar offices, seeking a resolution. The responses received were consistently vague, with Devisers merely stating that they would "*look into the available options*".

30. On 12 November 2024, the Claimant met with representatives of Devisers' Qatar office, including Mr Luqman and a legal representative whose name he cannot recall. The legal representative professed to have no prior knowledge of the case and undertook to

examine the matter. Since that meeting, the Claimant has received no further substantive response from Devisers.

The Claims

31. In the Statement of Claim, the Claimant claims the following:

> *A complete reimbursement of the sum I paid to [Devisers], amounting to USD 10,000, on the grounds that they failed to fulfil their contractual obligations.*
>
> *Compensation from [Devisers] in the sum of USD 2,000 to recompense me for lost opportunities, as well as to cover expenses incurred in obtaining the necessary documentation and the fees paid to the relevant British body.*
>
> *That [Devisers] be liable for any further sum that the Court sees fit.*

Discussion

<u>The Refund Claim</u>

32. The Court considers this claim in the context of proceedings brought by a litigant-in-person and where Devisers has elected not to put in a substantive Defence that does no more than not admit the claim.

33. There appears to the Court to be two ways that a claim for a refund might be formulated. First, relying on clause 7 of the Agreement. Secondly, on the basis of a claim for damages or non-performance amounting to a failure of consideration by Devisers.

34. As to the first argument, the Court has considered whether the Claimant can rely on clause 7 of the Agreement and contend that, since the visa application was unsuccessful, he is entitled to a refund of the monies paid ($10,000).

35. The Court rejects this argument. It considers that clause 7 of the Agreement is dealing with the situation where an application has been made to the UK authority but fails for some reason. In the present case, no application was made to the UK authority, because the Claimant's proposal was rejected by Innovator International.

36. The Court notes that this conclusion on the meaning of clause 7 of the Agreement is the same as that reached by the Appellate Division in *Asma Al-Saud v Devisers Advisory Services LLC* [2024] QIC (A) 3 where, at paragraph 22(ii), the Court stated:

Under clause 7 …. of *the agreement, Devisers was bound to refund the deposit paid within 2 weeks if the application remained unsuccessful without falling under clause 6 (above mentioned clause) of this agreement. The matters set out in clause 6 were all matters which arose after submission of the application to the immigration authorities; it seems clear, therefore, that clause 7 related to the position that might arise after submission of the application to the immigration authorities. This provision is therefore not applicable.*

37. The second way that a claim might be made for $10,000 (or some lesser sum) is that Devisers was in breach of its obligations to the Claimant under the Agreement.

38. The difficulty with this argument is that the Claimant did not identify any term of the Agreement that was breached. The Claimant's case, at its highest, was that the failure of Innovator International to endorse his proposal was the fault of Devisers.

39. The Court has reviewed the "*Refusal Summary*" prepared by Innovator International which sets out its reasons for not endorsing the proposal. This is a comprehensive document. The issue for the Court is whether there is any material to suggest that the proposal failed for reasons attributable to anything done, or omitted to be done, by Devisers. The Court notes that the Claimant complains about the standard of performance and delays, but these do not appear to have given rise to any losses. The nature of the visa process also meant that Devisers never gave any assurance that an application would succeed.

40. The Court considers that the application for endorsement under the Innovator Founder Visa was refused on the grounds that it did not meet the required thresholds of innovation, scalability, and viability. The reasons are set out in the Refusal Summary and can be summarised as follows:

    i. <u>As to lack of innovation</u>: The proposed online platform for facilities and building management did not present a sufficiently distinct or "*ground-breaking innovation*". While it integrates multiple functions and leverages AI for predictive maintenance, similar platforms already exist in the market. The Claimant's competitor research was limited and failed to provide a comprehensive assessment of the market landscape.

ii. Deficiencies in Scalability: The application lacked a clear strategy for expansion into national and international markets. The proposed online marketplace model was not adequately differentiated from existing competitors. Insufficient detail was provided on how key partnerships with stakeholders, tech providers, and government agencies would be established. Financial projections were considered unrealistic, requiring 1,000 subscribers by Year 3 with minimal churn, which was deemed unachievable.

iii. Concerns Regarding Viability: No compelling evidence was provided to demonstrate a strong likelihood of business success in the UK market. The Claimant had not undertaken sufficient market research to identify unique customer pain points or demonstrate demand for the product. The pricing model was untested, and there was no clarity on whether essential components (e.g., IoT sensors) were included in the service. Financial assumptions did not account for customer churn, which significantly undermined the credibility of the business plan. While the Claimant had relevant professional experience, there was no evidence of sufficient technical guidance from an experienced software developer to ensure the feasibility of the proposed system.

41. The Court concludes that there is no basis that the proposal failed by reason of any failure or breach of the Agreement by Devisers. There is no basis for a claim for damages or compensation. Nor can it be said that the sum of $10,000 is recoverable on the basis of a failure of consideration by Devisers.

Article 107 of the QFC Regulations and *Manan Jain v Devisers Advisory Services LLC*

42. This leaves the issue of whether the Claimant can obtain a partial refund.

43. Article 107 of the QFC Contract Regulations 2005 (the '**Regulations**') makes provision for 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.*

44. The Appellate Division of the Court's judgment in *Manan Jain v Devisers Advisory Services LLC* [2024] QIC (A) 2 ('***Manan Jain***') is concerned with the issue of whether a partial refund can be claimed. This decision was recently applied in *Zishan Anwar v Devisers Advisory Services LLC* [2025] QIC (F) 1 ('***Anwar***').

45. *Manan Jain* was also referred to by the Appellate Division in *Devisers Advisory Services LLC v Farwin Farook Muhammed* [2025] QIC (A) 2. In that case, the First Instance Circuit of this Court, applying *Manan Jain* and article 107 of the Regulations, determined that the retention of the entire fee was "*grossly excessive*" and reduced the amount Devisers was entitled to retain to QAR 5,000, reflecting reasonable recompense for work done. In that case, Devisers sought permission to appeal on the grounds that the First Instance Circuit failed to assess the actual value of the services rendered and the expenses incurred. Permission to appeal was refused.

46. It is unnecessary to repeat the analysis in the above-mentioned cases. The Court repeats what was said in *Anwar* at paragraphs 32-38 about *Manan Jain*. The core principle that is established by *Manan Jain* is that a service provider may not retain excessive fees where the value of the services performed is disproportionate to the amount received. It is this principle that the Court must apply.

The Present Case

47. The Court finds that the Claimant effectively terminated the Agreement when he requested a refund of $10,000 and demonstrated a clear intention not to proceed with any visa application. Article 107 of the Regulations is applicable for the reasons given in *Manan Jain* at paragraphs 41-43 and applied in *Anwar* at paragraph 47.

48. Under the terms of Article 107(2) of the Regulations, the Court has the power to reduce the sum to a reasonable amount if the sum is "*grossly excessive in relation to the harm resulting from the non-performance and to the other circumstances*".

49. The Court considers that retention of the sum of $10,000 is grossly excessive in relation to the harm resulting from the non-performance. The Court has identified above the work that Devisers did under the Agreement. It would be entitled to damages for that work if they could be substantiated by evidence. However, Devisers elected not formulate a Defence to the claims or to adduce evidence as to what it did.

50. No visa application was in fact made, and the factual account above suggests that Devisers did not engage with the Claimant with the thoroughness and speed that was appropriate. The Court therefore considers that Devisers should receive, for the work it did and as damages, the sum of $5,000. Since $10,000 was paid by the Claimant, the Claimant is entitled to a partial refund of $5,000. The Court acknowledges that the figure is not calculated with precision, but this is the nature of the exercise that the Court has to carry out when a party elects not to adduce evidence of what it did. The Court considers that this is a fair and reasonable figure, having regard to the services provided by Devisers and referred to in the Facts section of this judgment.

51. The Claimant did not bring a claim for interest and the Court therefore does not order that interest should be paid on this sum.

52. As to costs, the Court considers that the appropriate order is no order as to costs. Although the Claimant is recovering part of the sum paid to Devisers, other aspects of his claims failed.

By the Court,

[signed]

Justice Ali Malek KC

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

Representation

The Claimant was self-represented.

The Defendant was self-represented.