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

Neutral Citation: [2026] QIC (RT) 2

IN THE QATAR FINANCIAL CENTRE REGULATORY TRIBUNAL

Date: 6 September 2026

CASE NO: RTFIC0001/2026

DEVISERS ADVISORY SERVICES LLC

Appellant

v

QFC EMPLOYMENT STANDARDS OFFICE

Respondent

AND

WADE JOHANN BEZUIDENHOUT

Interested Party

JUDGMENT

Before:

Justice Sir William Blair, Chairman

Justice Dr Muna Al-Marzouqi

Justice Sean Hagan

Order

1. The appeal is dismissed.

2. The Appellant shall pay the costs of the Respondent and the Interested Party, such costs to be agreed, or in the absence of agreement, assessed by the Registrar.

Judgment

Introduction

1. On 5 January 2026, Devisers Advisory Services LLC (the '**Appellant**') filed a Notice of Appeal against a determination adopted by the QFC Employment Standards Office (the '**ESO**') dated 6 November 2025 (the '**Determination**'). The Determination was adopted in connection with a complaint filed by Mr Wade Johann Bezuidenhout (the '**Interested Party**' or the '**Complainant**') on 20 March 2025 (the '**Complaint**'). Although at the time of the filing of the Complaint, the Complainant was an employee of the Appellant, he resigned shortly thereafter claiming that, because of the misconduct of the Appellant, he had been constructively dismissed. As will be seen, the central issue addressed in the Determination and subsequent submissions before the QFC Regulatory Tribunal (the '**Tribunal**') was whether the Appellant had breached the terms of both the Complainant's contract and the QFC Employment Regulations (as amended) (the '**Employment Regulations**') and, if so, whether this conduct gave rise to constructive dismissal within the meaning of the Employment Regulations.

2. The grounds of appeal set out in paragraph 7 of the Notice of Appeal may be summarised as follows:

   i. Ground 1: The ESO's finding of constructive dismissal is misconceived, in that it does not follow the statutory test for constructive dismissal that is set out in article 22 of the Employment Regulations.

ii. Ground 2: The Appellant's witnesses were not given an opportunity to provide their evidence in relation to the Complainant's allegations of discrimination, intimidation, isolation, bullying and harassment and a hostile, degrading and unsafe working environment.

iii. Ground 3: The findings that the Appellant (i) failed in its duty to provide a safe workplace by subjecting the Complainant to bullying, harassment, discriminatory practices and intimidation, and in doing so (ii) breached a material term of the Complainant's employment contract, are disputed on the basis that they could not be reasonably concluded based on the evidence before the ESO (in effect a submission that the findings of the ESO in this regard were perverse).

3. The ESO filed a Response on 2 February 2026, which was followed by the Appellant's Reply dated 16 February 2026. At the invitation of the Tribunal, the ESO supplemented its submissions on 6 April 2026 to address due process issues raised in the Appellant's Reply with respect to the investigation that formed the basis of the Determination. The Interested Party filed submissions on 23 February 2026, to which the Appellant filed a Reply on 6 April 2026.

4. The ESO and the Interested Party were content to have the appeal dealt with on the papers. However, the Appellant's position was that, since this was a factually contested case, the ability to observe witnesses giving evidence under examination and cross-examination was critical. The Tribunal issued directions for a hearing to take place. In advance of the hearing, and in accordance with directions issued by the Tribunal, Skeleton Arguments were submitted by each of the Appellant, ESO and the Interested Party, together with an agreed hearing bundle.

5. The hearing took place remotely on 8 and 9 June 2026, each party being represented by counsel. The Tribunal is satisfied that a remote hearing was appropriate in the circumstances. In the event, as was recorded in a timetable put in before the hearing, the ESO did not intend to cross-examine any witness statements. Perhaps surprisingly, given its' request for a hearing to observe witnesses giving evidence under examination and cross-examination, the Appellant's position was also that it was not necessary to hear live evidence. The Complainant, as the Interested Party, wished to cross-examine

some of the Appellant's witnesses on their statements, but the Tribunal took the view that his role being supportive to the submissions of the ESO, this would add nothing material to the evidence already before it.

6. Quite rightly, no party submitted that the fact that cross-examination was not pursued meant that the evidence in the witness statements was to be accepted. But in the absence of any live witness evidence, and bearing in mind the fact that the cases of the parties present diametrically opposite sets of facts, the Tribunal's approach to the evidence has been to largely rely on the contemporaneous documents, which are in the agreed electronic hearing bundle, and the inferences to be drawn from them. It notes however that some of the witnesses put forward by the Appellant were interviewed by the ESO as is usual in such investigations.

The background facts and circumstances

7. The Appellant is a company incorporated in the QFC and licensed to render professional consulting services relating to visa.

8. The Complainant commenced employment with the Appellant on 1 September 2024 as a full-time Immigration Adviser. The terms are set out in an Employment Offer Letter dated 22 August 2024 and an Advisory-Employment Contract (the '**Contract**') signed by the Complainant on dated 1 September 2024. These set out in some detail the Appellant's daily requirements as to making client contacts, and the like. These requirements feature heavily in the evidence, and on the face of it they were quite demanding. In any event, it is plain that the Complainant found working for the Appellant difficult, probably from the start, and he has gone on to make some serious allegations as to how the firm is run.

9. The Appellant on the other hand has consistently emphasised that the nature of its business has involved a competitive environment. It regards his difficulties as arising from a failure on his part to do his job as specified in the contractual documentation properly, a failure for which it is not to blame.

10. There were numerous emails and phone calls between the parties during the period January-March 2025. An agreed chronology would have been useful. Whilst taking all

of this material into account, the Tribunal considers that the following are particularly important.

11. Following a call from the Appellant on 18 January 2025, the content of which is disputed, on 23 January 2025 the Complainant wrote to the Appellant resigning from his position and giving the required three months' notice so that his last working day would be 23 April 2025. While referring to "*differences in values and approaches*", the letter expresses the "*hope that we can part ways amicably and maintain a positive relationship going forward*".

12. Unfortunately, that did not happen. On the contrary, following the Complainant's 23 January 2025 resignation, a series of events transpired that had a compounding impact in terms of the deteriorating relationship between the Complainant and the Appellant.

13. First, there was the failure of the Appellant to promptly provide written acknowledgement of the Complainant's resignation, notwithstanding a number of follow-up reminders from the Complainant, who wanted reassurances regarding his legal status in Qatar following separation. Written acknowledgement was finally provided on 13 February 2025, albeit without specific reassurances.

14. Second, there was the modification of the Complainant's responsibilities following his resignation, resulting in a reduction in his client meetings and an increase in his client booking targets. According to the Complainant's line manager, this adjustment in responsibilities was an appropriate approach for someone who was serving out the remainder of his notice period. According to the Complainant, however, this was a modification that set him up for failure.

15. Third, there were numerous emails from the Appellant during this period that took issue with Complainant's performance. These stated concerns related not only to the increased frequency of the Complainant's absences, but also to the quality of his work, both with respect to his failure to reach his revised booking targets but also his failure to observe guidelines with respect to the phone calls made to clients.

16. Fourth, and relatedly, there were deductions made from the Complainant's salary. Specifically, the Complainant was informed on 12 February 2025 that the firm would be retrospectively deducting 15 days' pay from his salary on the grounds that 15 days

of leave taken during the period of September 2024 through February 2025 had not been authorised. Notwithstanding the Complainant's strong objections to this action, deductions continued to be made, including for the Complainant's failure to adhere to the above-mentioned telephone guidelines. Although threats of deductions were also made for the failure of the Complainant to meet his booking targets, it does not appear that these deductions were ever made. The Appellant has not challenged the Determination's conclusion that most of these deductions were unauthorised.

17. Finally, the Appellant accused the Complainant – in two distinct episodes - of having violated Qatari law, and threatened to take legal action for these alleged violations.

18. The first of these episodes related to the Complainant's use of client information. On 13 February 2025, the Appellant emailed the Complainant to:

> *... address a serious breach of data protection act. It has come to our attention (with evidence) that you purposely added your personal email address to an email chain /trail (below) that contained company's sensitive clients information, Including client names and contact details, in the attached file with an email of yours. This action of yours constitutes a severe breach and this act is considered as breaking the law of the State of QATAR. Based on the evidence we have, we reserve the right to report this case of yours unlawful act to the concerned authorities responsible to maintain the law and order in the country.*

19. On 1 March 2025, Mr Zohaib Ahsan, Managing Director of the Appellant, followed upon the above email, notifying the Complainant stating that he had transferred client data and contact details to his personal email address which "*... is a criminal offence under Qatar law. Please note that ... our company lawyer will report this to the police under cyber law*".

20. On 2 March 2025, the Complainant responded by rejecting these accusations, stating that he did not "*privately*" transfer any company data for personal use. He stated that he had visibly copied his personal email in the email chain as a means of maintaining a record for his own protection, something he felt was necessary in light of, inter alia, the Appellant's unfair treatment of him.

21. The second episode is evidenced in a lengthy 25 March 2025 email that was sent by the Appellant to the Complainant. In the email, among other things, the Appellant accuses

the Complainant of having copied an employee of the Appellant on an earlier email regarding the ongoing dispute and, that by doing so, claimed that the Complainant had both committed defamation and breached confidentiality, both of which were in violation of Qatari law. In the email, the Appellant "*reserved the right*" to bring the matter to law enforcement authorities.

22. On 27 March 2025, the Complainant submitted his immediate resignation, explaining why he regarded his continued employment with the Appellant as untenable and claiming to have been constructively dismissed. In that email, he categorically rejected the accusation that he had been responsible for copying the employee of the Appellant on an earlier email. Indeed, he argued that it was the Appellant itself who had copied the employee in question and has produced a screenshot that demonstrates this indeed to be the case.

23. Both the above-referenced emails of the Appellant dated 25 March 2025, and the Complainant's email of 27 March 2025 provide important insight as to the behaviour of the parties at this time. For this reason, their complete texts are reproduced in the Annex to this decision.

24. During this period, the Complainant's health was suffering. By way of contemporary documentary evidence, a medical certificate refers to "*acute stress reaction*". This certificate is dated 20 March 2025, but the Tribunal considers it very likely that this condition had developed earlier given his documented reactions to the above-described episodes, which are discussed further below.

25. On 27 March 2025, the date of the Complainant's resignation, the Appellant filed a complaint with the police regarding the alleged data transfer violation. A prosecution of the Complainant began on 19 June 2025. He was acquitted on 29 December 2025. An appeal against that acquittal was dismissed on 2 February 2026, the Court noting that no new evidence had been produced.

26. The above acquittals state the absence of any loss on the part of the Appellant and the absence of any misappropriation or personal benefit on the part of the Complainant. These are conclusive evidence that under the law of Qatar there was no criminal wrongdoing as was being alleged in those cases. The Appellant's attendant civil claim

regarding the alleged data transfer violation was also dismissed which is likewise conclusive evidence that there is no such civil liability under the law of Qatar.

27. The Appellant also began proceedings against the Complainant in the QFC Civil and Commercial Court (the '**Court**') on 18 May 2025 seeking compensation for the Complainant's failure to (i) serve the entire notice period under the Contract and (ii) reimburse the Appellant for training costs. It also seeks additional amounts for breach of contract, totalling QAR 25,250. These proceedings have been stayed pending the decision of the Tribunal on this appeal.

The ESO

28. There is no dispute as to the ESO's summary of its duties. Article 6(2) of the Employment Regulations provides that the ESO "shall *administer these Regulations and all aspects of employment within the QFC*." Per article 7(1), the ESO's functions include: "*to investigate any contravention of, and to enforce, these Regulations*". The ESO's responsibility for the enforcement of the Employment Regulations is underlined by rule 2 of the Compliance and Enforcement Rules in the QFCA Rules, which refers to the responsibility of the ESO "*to ensure compliance with and enforce*" the Employment Regulations.

29. Part 12 of the Employment Regulations is headed "*Investigations and Proceedings*". Amongst other matters: (i) article 56(1) identifies the investigatory powers of the ESO; and (ii) article 56(5) provides that "*If an investigation is conducted, and before the Employment Standards Office makes any determination or order, the Employment Standards Office shall give the person under investigation an opportunity to be heard*".

30. The Tribunal notes that the status of the ESO was discussed recently in *Qatar Financial Centre Employment Standards Office v Expert Credit Solutions Consultancy LLC* [2026] QIC (F) 5. In paragraph 10, the Court notes that "*Article 57(4) of the Employment Regulations provides that "a person on whom the Employment Standards Office imposes a requirement under this Article shall comply with such a requirement*". In paragraph 18, the Court notes that if:

> *…an entity established in the QFC does not comply with a provision or provisions of the Employment Regulations, the ESO's own powers extend to issuing a Determination to that effect, and ordering the entity to take steps,*

including payments of sums owing to employees or former employees, in order to enforce the provisions of the Employment Regulations.

Otherwise, the Court was not dealing with the issues that arise in the present case.

31. The Tribunal further comments that, as a means of ensuring compliance with the Employment Regulations, the ESO provides important support to both employers and employees within the QFC with a view to promoting fair, transparent and productive workplaces. This important advisory role does not, in our view, undermine its capacity to conduct independent investigations.

The ESO's investigation and Determination

32. In his Complaint to the ESO dated 20 March 2025, the Complainant alleged that, as an employee of the Appellant, he had "*endured a nightmare of threats, manipulation, unlawful deductions, and a toxic work environment*". He attached to the Complaint (i) a chronology of incidents that provided further detail regarding the allegations in question and (ii) documentary evidence that, in the Complainant's view, supported these allegations.

33. Based on its initial assessment of the Complaint and the evidence submitted by the Complainant, the ESO proceeded in accordance with its duty to conduct an investigation to determine whether the Appellant had contravened the Employment Regulations, relying on its authority under article 56 of the Employment Regulations. The Determination is dated 6 November 2025. Although the Employment Regulations appear to mandate publication of the Determination, the Tribunal was told at the hearing that this is not the practice of the ESO. It has not in fact been published.

34. The Determination sets forth in detail the findings of the investigation and includes the following conclusions:

    i. By failing to provide the Complainant with a work environment free of harassment, the Appellant contravened articles 43 and 45 of the Employment Regulations.

    ii. By making unauthorised deductions from the Complainant's salary equal to QAR 5.987.66, the Appellant contravened article 27 of the Employment Regulations.

iii. The Appellant's repeated misconduct prior to the Complainant's resignation amounts to a material breach which entitled the Complainant to resign immediately without notice and claim constructive dismissal. The determination of constructive dismissal included references to the non-binding guidance that had been issued by the ESO entitled "*Interpretations and Guidance: Constructive Dismissa*l" (the '**Constructive Dismissal Guidance**' or '**Guidance**').

iv. By failing to provide the Complainant with a written itemised pay statement, the Appellant contravened article 26 of the Employment Regulations.

v. By failing to pay the Complainant his March salary and other final entitlements within 30 days from the termination of his employment, the Appellant had contravened article 25 of the Employment Regulations.

35. In light of these conclusions, the ESO ordered the Appellant to pay the Complainant QAR 23,331.41, which consisted of:

i. reimbursements of the unauthorised salary deductions amounting to QAR 5,987.66.

ii. QAR 6,000.00 as salary from 1 to 27 March 2025 (namely QAR 6,750.00 less 3 days of unauthorised absence).

iii. QAR 6,500 as payment in lieu notice period from 28 March 2025 to 22 April 2025 (date in which the notice period of three months notified by the Complainant on 23 January 2025 would have expired). This is a payment requirement that flows from the determination of constructive dismissal (the payment in lieu of notice was calculated on the basis of the period of 28 March 2025 - the day following the date of constructive dismissal through 22 April 2025, the latter date being the date of the expiration of the three-month notice period that was triggered by the Complainant's initial notice of resignation on 23 January 2025). Moreover, because of the constructive dismissal determination, the ESO concluded that the Complainant had not "*resigned*" within two years of the date of his employment within the meaning of the Contract between the Appellant and the Complainant and, therefore, was not required to reimburse the Appellant for training costs.

iv. QAR 4,843.75 as compensation in lieu of accrued and unused annual leave for 7.75 months (16.8 days of accrued annual leave days from 15 September 2024 to 22 April 2025).

36. Importantly, it also ordered the Appellant to implement mandatory anti-bullying and dignity-at-work training for all of its employees within three months of the Determination and provide evidence of its implementation. As is evidenced in the submissions, it is the Determination's conclusion regarding the Appellant's contravention of articles 43 and 45 of the Employment Regulations relating to harassment and its related order to take corrective action that have caused the Appellant most concern, and on which, in the submissions, its contentions largely focused.

The parties' contentions

37. We thank counsel for the parties for their written and oral arguments which have been of great assistance to the Tribunal. Without seeking to be comprehensive, the key arguments made by the parties are outlined below.

38. The Appellant challenges the Determination's conclusion that: (a) the Complainant had been constructively dismissed within the meaning of the Employment Regulations and (b) the Appellant had violated articles 43 and 45 of the Employment Regulations by failing to provide the Complainant with a workplace that is free from bullying risks and harassment. As is confirmed in subsequent pleadings submitted by the Appellant, although it does not challenge the ESO's conclusion that the deductions of QAR 5,987.66 from the Complainant's salary were unauthorised or that it was required to pay the Complainant his March salary, it takes the position that, since there was no basis for a determination of constructive dismissal, these amounts are at least partially offset by the amounts owed by the Complainant to the Appellant as a result of its entitlement to be reimbursed for training costs. It also requests the Tribunal to make an order requiring the Complainant to compensate the Appellant for failing to work during the entirety of the notice period. Finally, it seeks an award of costs with respect to the proceedings before the Tribunal.

39. In paragraph 2 above, the Tribunal has set out the Appellant's three legal grounds for the above challenges to the Determination. In its own submissions, the ESO has sought to respond to each of them. Each of the grounds for appeal is summarised below.

The parties' contentions as to the test for constructive dismissal

40. The Appellant argues that the exclusive basis for a finding of constructive dismissal under the Employment Regulations is article 22, which provides that, "*If a condition of employment is substantially altered, the Employee may seek a determination from the Employment Standards office that his employment has been constructively terminated*". Since the ESO did not make a finding that the Appellant had substantially altered the Complainant's condition of employment, there was, it contends, no legal basis for a determination of constructive dismissal.

41. With respect to the ESO's reliance on its Constructive Dismissal Guidance which explicitly provides in article 2 that constructive dismissal can also arise from an employer's "*material (i.e. extremely serious) breach of the employment contract*", the Appellant argues that this reliance is in error for two reasons. First, given the fact that the only provision of the Employment Regulations that refers to constructive dismissal is article 22, the Guidance is inconsistent with the Employment Regulations. Second, given the fact that the Guidance was issued in March 2025, it cannot be applied retrospectively to the Complainant's situation.

42. Although the Appellant acknowledges that article 23(5) of the Employment Regulations provides that the "*Article shall not affect the right of an Employee to terminate the employment without notice in the event of a material breach of the employment contract or [these] Regulations by the Employer*", it argues that this provision, even if triggered, does not give rise to constructive dismissal. While it enables the employee to resign without serving the remaining notice period, the Appellant contends that it does not impose upon the employer the obligation to compensate the employee for the loss of earning that it would have otherwise received for the duration of the notice period. In any event, the Appellant does not concede that, in the instant case, there has been a material breach that triggered the application of this provision and, for this reason, seeks compensation for the Complainant's failure to serve during the remainder of the required notice period.

43. In response, the ESO argues that article 22 does not provide the exclusive basis for a determination of constructive dismissal. It submits that article 23(5) – which, as noted above, allows for an employee to terminate without notice in the event of the employer's material breach – also provides a basis for a determination of constructive dismissal, notwithstanding the fact that this provision does not expressly use this term. In that context, it cites a recent judgment of the Court, *Giulio Mendes Marcucci v Sheffield Energy LLC* [2025] QIC (F) 72 ('***Marcucci***'), that supports the principle that constructive dismissal can be based on an employer's material breach of the employee's contract. It emphasises that the Guidance was not relied upon as the legal basis for the determination in this regard, but merely as a means of explaining the legal basis that is already contained in the Employment Regulations.

44. Regarding the application of the Employment Regulations in the instant case, the ESO argues that, even if one puts aside the finding of misconduct arising from harassment (the breach identified in article 43 and 45(1)(A) of the Employment Regulations), the Complainant can claim constructive dismissal by virtue of the fact that the Appellant violated article 27 of the Employment Regulations by making unauthorised salary deductions. In that regard, it points out that the violation of article 27 is the one alleged contravention that the Appellant has *not* challenged on appeal.

45. During the remainder of the submissions - including during the hearing itself - a considerable amount of the debate between the Appellant and the ESO relates to whether the ESO has effectively modified its argument as to the legal basis for the determination and, if so, whether such a retrospective shift is permissible. For example, in its Reply, the Appellant argues that, in the Determination, the basis for constructive dismissal was the alleged bullying and harassment – not, as is subsequently argued in the Response, the unauthorised deductions. In any event, the Appellant argues that, since the Complainant did not resign immediately after the unauthorised deductions were made, the deductions could not be relied upon, since the constructive dismissal standard requires prompt termination once an employer engages in misconduct.

The parties' contentions as to the fairness of the investigation process

46. The second basis for the Appellant's challenge centres on the alleged flaws in the ESO's investigation that provided the basis for the finding of harassment in the Determination,

flaws which it contends effectively denied the Appellant a fair process. As will be seen, the scope of this challenge has expanded considerably as the submissions have progressed. It was, effectively, the mainstay of the Appellant's case by the time of the hearing.

47. The Appellant's central argument in the Notice of Appeal is that the witnesses provided by the Appellant during the investigation process were not given an opportunity to provide evidence on the question of harassment. The Appellant raises two concerns in this regard. First, although the Appellant offered 5 witnesses for the ESO to interview regarding the allegations, the ESO did not interview one of them: Mr Bilal Ali Khan, who was the line manager of the Complainant during his employment with the Appellant. Second, with respect to those interviews that did take place, the Appellant argues that the witnesses put forward by the Appellant (with one exception) were never asked questions that provided them with the opportunity to provide their views on whether, in fact, they had witnessed bullying or harassment in the workplace. In that connection, it is contended that the way in which the interview was conducted gave the witnesses the impression that the ESO had already decided the case in the Complainant's favour, raising concerns of bias.

48. In subsequent submissions and during the hearing itself, the Appellant raised additional and broader concerns regarding what it claimed was the unfairness of the investigation and its failure to adhere to principles of natural justice. In that context, the Appellant references article 56(5) of the Employment Regulations, which as noted already requires the ESO, when conducting an investigation, to "*give the person under investigation the opportunity to be heard*" before making a determination. The Appellant argues that this requirement, to be a meaningful one, requires that: (a) the person being investigated be informed of the details of the allegations made against them, (b) have an opportunity to put their own case forward before a finding or determination is made and (c) be afforded a fair and impartial investigation by an impartial tribunal.

49. The Appellant argues that, in the instant case, none of these requirements was met - for reasons (the Tribunal notes) that go beyond the points raised in the Notice of Appeal. First, it is contended that during the course of the investigation, the ESO never provided

the Appellant with the particulars of the Complainant's Complaint, notwithstanding the Appellant's requests for this information. Second, as is evidenced by a findings document provided by the ESO to the Appellant on July 16, 2025 (the '**Findings**'), the Appellant argues that the ESO had already reached findings before seeking any witness evidence from the Appellant. Third, given the fact that the allegations of harassment contained in the Determination centred on the conduct of the Managing Director of the Appellant, Mr Zohaib Ahsan, the ESO erred in not interviewing him. Finally, the Appellant alleges that at the outset, the ESO provided detailed advice to the Complainant as to how to both formulate the complaint and assert constructive dismissal, and that the performance by the ESO of this advisory role fundamentally undermined its capacity to conduct an impartial investigation.

50. The ESO's contentions on this issue have also evolved, taking into account the expansion of Appellant's arguments. With respect to the argument raised in the Notice of Appeal that the ESO erred in not interviewing Mr Bilal Khan, the line manager of the Complainant, the ESO, in its Response, defended this decision on the grounds that Mr Bilal Khan was not physically located in Qatar where the Complainant worked (he was in Dubai). While, in its Skeleton Argument, it does acknowledge that, "*with the benefit of hindsight, that confidence in the investigation and adjudication process may have benefited*" from conducting an interview with Mr Khan, it argues that "*in the round*" the ESO conducted a reasonable and proportionate investigation.

51. With respect to the argument that the ESO erred by failing to give the Appellant the particulars of the Complaint, the ESO notes, inter alia, that these details were given to the Appellant in the Findings that were provided to it. It was also submitted that the Appellant was well aware of the complaints, since these had been aired many times while the Complainant was still employed. Seeking to address the concerns raised by the Appellant that these Findings were issued before any of the Appellant's witnesses were interviewed and, accordingly, resulted in bias during the rest of the investigation, the ESO emphasises that these Findings were "*provisional*" and did not prevent the ESO from having an "*open mind*" during the remainder of the investigation. With respect to the failure to interview Mr Ahsan, the ESO argues that the Appellant was provided the opportunity to put forward Mr Ahsan as a witness but declined to pursue that opportunity.

52. Finally, both the ESO and the Interested Party emphasise that procedural irregularities, if they did in fact exist, do not provide a basis for dismissing the ESO's Determination. For example, in its Skeleton Argument, the ESO argues that, in order for an appeal to succeed on such a basis, it must be shown both that (a) the irregularity in question was serious and (b) that it would be unjust for the decision to stand. In the ESO's view, neither of these criteria has been met in this case.

The Appellant's contention that the ESO's bullying and harassment findings were perverse

53. The Appellant argues that conclusions reached by the ESO on the question of bullying and harassment were perverse and could not be reasonably based on the evidence before the ESO. It argues that much of the conduct identified in the Determination – repeated and written threats, public humiliation, excessive and oppressive supervision and isolation – is unparticularised. Moreover, the Appellant argues that the reason why the ESO made the error of reaching conclusions based on inadequate evidence was because, since the Appellant was never given an opportunity to be heard, the claims made by the Complainant were never tested by the Appellant's own contrary evidence, including testimony from Mr Bilal Khan – the Complainant's line manager and Mr. Ahsan, the Appellant's Managing Director. From the Appellant's perspective, therefore, there is a close relationship between this aspect of the appeal and that arising from the alleged failure to conduct a fair investigation.

54. For its part, the ESO argues that there was ample documentary evidence and witness testimony to support the conclusions in the Determination. Indeed, it submits that on the basis of the incontrovertible documentary evidence alone there was ample material from which it could reach its conclusions. To support its position, the ESO attached to its Skeleton Argument an Appendix of specific references to documents and witness testimony that, in its submission, support the conclusions regarding bullying and harassment in the Determination. In addition, the ESO makes the point that the standard for dismissal based on perversity is a stringent one: it is not enough to show there was insufficient evidence or that the first instance decision maker gave inappropriate weight to particular evidence.

The Tribunal's analysis

The fairness of the investigation

55. Notwithstanding the attention that the parties have given to this issue, it is important for the Tribunal to emphasise at the outset that complaints based on a lack of due process must take account of the fact that an appeal to the Tribunal is on the merits of the case, not merely a review. In *David Russell v Qatar Financial Centre Regulatory Authority* [2020] QIC (RT) 2, which involved an appeal against the decision of the regulator (but the same principles apply), the Tribunal stated at paragraph 22 that:

> *The Tribunal's role is to conduct a de novo hearing of the matter appealed to it: Abdelkareem v QFCRA [2012] QIC (RT) 1 at [29], Jabre v FSA [2002] UKFSM 35 at [24]. As such, rather than undertaking a judicial review, or seeking to identify errors in the Decision Notice, the Tribunal decides for itself what is the appropriate action to take in all the circumstances.*

See further *Azmeh and Nicol on the Law and Practice of the QFC Civil and Commercial Court and Regulatory Tribunal* at [22.2].

56. Indeed, in the context of an appeal of a Determination by the ESO, the authority of the Tribunal to conduct a de novo hearing of both the facts and the law is made explicit in article 63(3)(B) of the Employment Regulations:

> *On an appeal under this Part the Regulatory Tribunal, in addition to any powers it has, may:*
>
> *(A) consider any relevant evidence, in addition to the record;*
>
> *(B) decide all questions of fact or law arising in the course of an appeal;*
>
> *(C) refer the matter back to the Employment Standards Office; or*
>
> *(D) confirm, vary or cancel the determination, decision or fine under appeal, or make another decision it considers proper.*

57. Thus, an appeal based on asserted shortcomings in the process may be otiose because the Tribunal has the authority to decide anew on the merits. It is important to state this because, as the submissions progressed, the alleged shortcomings of the process became a central argument of the Appellant. These alleged shortcomings in the process also featured prominently in the Supplementary Submissions Regarding Disposal of the

Appeal (submitted by the parties immediately following the hearing), where each party set forth its own position as to disposition.

58. At the same time, we recognise that, as required by the Employment Regulations, due process plays an important role in the decision-making of the ESO and that the appearance of fairness in its investigation is important for both its effectiveness and credibility. The ESO has rightly not submitted to the contrary. For these reasons, we address below those alleged procedural shortcomings that we view to be the most important.

59. In terms of the general requirements imposed upon the ESO when it performs this investigatory role, the parties appear to agree on two threshold points. First, when conducting investigations pursuant to authority granted to it under article 7(1) of the Employment Regulations, the ESO must act independently and impartially. Second, consistent with the requirement imposed by article 56(5), the ESO is required to give the person being investigated the "*opportunity to be heard*" before the ESO reaches a Determination. The Tribunal would add that as a general principle and consistent with the general standard accepted by the parties, the "*opportunity to be heard*" is only meaningful if the person being investigated has been given sufficient detail as to the allegations to enable the person to respond to the allegations before a decision is reached by the investigator.

60. The ESO does not challenge this standard; rather, it argues that it was satisfied in the instant case. It points out that the Findings prepared by the ESO and provided to the Appellant on July 16, 2025 set forth considerable detail with respect to allegations relating to harassment and other points to which the Appellant could respond in preparation for the Determination which came later.

61. We agree that the Findings do provide important details regarding the allegations, including the allegations of harassment. There may have been reasons why, in this particular case, which is most unusual, the ESO did not feel able to provide the text of the Complaint itself to the Appellant.

62. At the same time, however, we note that the details of the allegations were provided in the context of a set of conclusions arising from an investigation that is described in the

Findings as having largely taken place. The relevant portion of the text of the Findings regarding the allegations reads as follows:

> *The investigation has established that the Complainant was subject to a consistent pattern of conduct by the Respondent intended to undermine, humiliate and degrade him in the workplace. This included the imposition of unreasonable performance targets, verbal threats, public humiliation and the pervasive use of surveillance tools such as CCTV and microphones in all offices, contribution to an atmosphere of coercion and intimidation.*

63. The incorporation of such conclusions in the Findings does raise an important issue: while these conclusions incorporate testimony of the Complainant and two witnesses provided by the Complainant, the Findings were issued – as pointed out by the Appellant - before the ESO interviewed any of the witnesses provided by the Appellant.

64. We would note that the "*Findings*" document is a formal one, signed by the Commissioner and entitled "*Findings of the investigation of Complaint No. 6/2025*", though it is not made public. In paragraph 13 it states, by reference to "*both parties*", that:

> *Although the investigation focused on the information and documentation considered relevant to the Complaint, all the extensive material provided by both parties has been read and considered by the Employment Standards Office, whether or not it has expressly been referred to in this Summary of the Determination.*

65. It is unclear, however, what these last words refer to, since, as is made clear in paragraph 37, the Determination would come later: "*The Employment Standards Office will make the Determination of the Complaint upon receipt of final submissions by both parties, pursuant to Part 12 of the Regulations*".

66. Further, in terms of the ESO's own perspective regarding the status of the investigation, this document has to be read with the ESO's email to the Appellant on 19 July 2025 stating that:

> *The purpose of sharing with both parties the outcome of the investigation is to give them the opportunity to provide additional submissions. Therefore, should you wish to provide a list of witnesses with their contact details, the Employment Standards Office will contact them and hold hearings in compliance with our standards.*

67. It is not in dispute that the interviews of witnesses provided by the Appellant took place, subject to one of the names submitted by the Appellant not being contacted. However, in the view of the Tribunal, the overall impression given to a party in the position of the Appellant would have been that the ESO had already reached firm conclusions prior to the party having put in its evidence, or at least all its evidence. This is a matter of concern. While we are satisfied that the ESO in fact continued with an independent investigation after the Findings were issued, appearances of adequate due process and fairness are also of importance, as noted earlier.

68. With respect to the interview process that took place after the Findings were issued, the ESO has acknowledged that "*in retrospect*" it should have interviewed Mr Bilal Khan. Given the fact that he was the Complainant's line manager, the Tribunal shares that view. It is also of the view that given the seriousness of the allegations, the ESO should have proactively sought an interview with Mr Ahsan, the Appellant's Managing Director. As is made explicit in the Determination, the ESO's conclusion that the Appellant had engaged in misconduct relating to harassment centres on the alleged behaviour of Mr Ahsan. The Tribunal's view is that the ESO should have (a) informed Mr Ahsan of the specific allegations directed against him personally and (b) requested to interview him so as to enable him to give his side of the story.

69. The Tribunal should, however, also make clear that it has not overlooked the ESO's response to this. As it says, Mr Bilal Khan could have made a statement, and did so along with the Notice of Appeal dated 5 January 2026. In the case of Mr Ashan, he put in a lengthy witness statement dated 22 April 2026. This timing was criticised by counsel for the ESO, and in the Tribunal's opinion rightly so. On its face, it contains much evidence which is relevant to this case. However, as counsel pointed out, it followed the ESO's Reply Submissions of 6 April 2026, which stated that:

> *Mr Ahsan was not proffered as a potential witness. Notably the person corresponding with the ESO on behalf of the Appellant was Mr Ahsan himself. He chose not to give evidence and has similarly chosen not to file a witness statement for the purposes of this appeal.*

70. As counsel submitted, his evidence was clearly produced in response to that.

71. By way of conclusion on this aspect of the case, the Tribunal also reiterates that, notwithstanding the concerns that have been expressed regarding the investigation, the

Appellant has had the opportunity, on appeal, to put its case in full on the merits so far as it chooses to do so. Now the Tribunal turns to those merits.

The assessment of harassment

72. During the hearing, neither the Appellant nor the ESO decided to call or cross-examine the Complainant, Mr Khan or Mr Ahsan, all of whom were present. Notwithstanding, there is a considerable amount of documentary evidence upon which to assess the question of harassment.

The relevant standard

73. Articles 43 and 45 of the Employment Regulations provide, in relevant part, as follows:

> *Article 43 – General duty*
>
> *Every Employer has a duty to ensure, as far as is reasonably practicable, the health, safety and welfare of its Employees.*
>
> …
>
> *Article 45 – Precautionary measures*
>
> *(1) Without limiting the Employer's general duties under Article 43, the Employer shall, as far as is reasonably practicable:*
>
> *(A) provide and maintain a workplace that is safe workplace, presents no risks to an Employee's health and that is free of harassment.*

74. As a means of providing guidance on the application of this provision, the ESO issued "*Harassment and Bullying in the Workplace*" (the '**Harassment Guidance**'). The following observations may be made with respect to the Harassment Guidance:

    i. It includes the following general definition of harassment which closely maps to the one provided by the Appellant itself in its Reply:

    > *Harassment is unwanted physical, verbal or nonverbal conduct, which has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that person.*

    ii. It clarifies that, when assessing whether harassment has the above-defined effect on a person, a two-part "*subjective-objective*" test would be applied; namely, "*whether the relevant behaviour is (i) unacceptable to the recipient and (ii) could reasonably be considered to amount to harassment*."

iii. While harassment would "*generally*" consist of a series of incidents which continue to develop or continue over a period of time, a "*one-off incident that is particularly serious can in itself constitute harassment*".

75. The Harassment Guidance also includes a non-exhaustive list of different forms of harassment which include the following: (a) "*offensive or intimidating comments, emails, text messages or social media content*, (b) *intimidating, coercive or threatening actions and behaviour and* (c) *purposely withholding work-related information preventing the employee from achieving their professional objectives*".

76. The Harassment Guidance was issued in 2019 and presumably has been relied upon by companies operating in the QFC for purposes of designing and applying their own harassment policies, which the Harassment Guidance encourages companies to put in place as a means of preventing harassment. Accordingly, the Tribunal finds it reasonable to rely on the above provisions when assessing whether the documentary evidence violates articles 43 and 45 of the Employment Regulations. Given the fact that neither article 43 nor Article 45 make reference to the term "*bullying*", reliance has not been placed on the separate sections of the Harassment Guidance that provide guidance with respect to bullying.

Applying the standard

77. The Tribunal acknowledges at the outset that the Appellant has expressed significant concerns regarding the performance of the Complainant when he was an employee. The Tribunal notes that, to the extent that an employer does have legitimate concerns regarding performance, the Employment Regulations provide an employer with a number of tools to address this problem, including putting an employee on notice of concerns, setting measurable performance improvement targets, and, if these targets are not met, imposing disciplinary measures pursuant to a process that gives the employee the right to be heard. These measures may lead to dismissal and, in the exceptional case, if the employer is of the view that the employee's performance amounts to civil or criminal wrong, the employer can seek remedies through the courts.

78. However, an employer may not substitute for a coherent and balanced performance management framework a course of conduct that gives rise to harassment, as defined

above. Reviewing the documentary evidence, the Tribunal has concluded that, for the reasons set forth below, the Appellant has engaged in conduct that constitutes harassment within the meaning of article 45 of the Employment Regulations, and that the ESO was correct to reach this conclusion in its Determination. Set forth below are the actions and communications which, taken together, provide the factual basis for the Tribunal's conclusion.

Threats and accusations

79. During the period of the Complainant's employment, the Appellant sent a series of emails to the Complainant that included threats and accusations. Taken together, the Tribunal considers that these contributed to the creation of an intimidating and hostile work environment. The texts are set forth below:

> *Strict Warning:*
> *Any adviser who fails to submit the confirmed client list or reports having none will face severe consequences. This task is non-negotiable and must be treated as a priority".*
>
> *Failure to comply with this directive will result in serious consequences, as this task is critical and non-negotiable. It is imperative that you prioritize this immediately and deliver as expected.*
>
> *Please take our previous email as a stern warning, and non-compliance would lead us to take necessary actions as per the rules.*
>
> *Non-Compliance for achieving your targets will lead to impose penalties/disciplinary action against you, as per the employment law.*

80. The Complainant explicitly expressed concern with these emails on a number of occasions. As he put it in his final resignation letter, he objected to the "*repeated threats of escalation in emails that are consistently in a confrontational tone"*. Moreover, in an email sent on 13 February 2025, the Complainant stated the following:

> *Additionally, I have repeatedly received the following phrase in recent mails from management: "Please consider this as a warning regarding non-compliance. Continued failure to adhere to work expectations will result in penalties/deductions for the day". This communication raises serious concerns, as it lacks clarity regarding the specific actions that warrant such penalties, and the terms are undefined.*

81. From a reasonable person's perspective, these communications are intimidating and, in the Tribunal's view, excessively threatening. Moreover, the use of such terms as "*noncomplianc*e" and the threat of taking action "*per the rules*" or "*per the employment law*" suggests that failure to achieve the performance targets would not only violate the terms of the contract, but also the law of Qatar. For an employee working on a visa, such messages would be particularly threatening. Indeed, shortly after submitting an initial notice of resignation on 23 January 2025, where he sought confirmation regarding the continued validity of his Qatar ID, the Complainant sought clarification as to what the threat of taking "*necessary action*" as a result of "*noncompliance*" meant given, inter alia, the rights of employees under the laws of Qatar.

82. Perhaps the most problematic threat and accusation was contained in the email sent on 25 March 2025, which has been noted above – but which was not included in the chronology prepared by the Appellant. In this email, among many other things, the Appellant accused the Complainant of copying an employee of the Appellant on an earlier communication that referred to the details of the dispute between the Complainant and the Appellant. Since this employee had not been privy to the dispute, the Appellant said that copying the employee on the email had an adverse impact on the employee in question and was also undermining the morale of the company more generally. It also said that this act constituted defamation under criminal law and quoted the relevant provision of this law, which provides that defamation is punishable by up to two years' imprisonment. Moreover, by copying this employee, the Appellant accused the Complainant of having breached confidentiality, which was also in violation of Qatari law. In conclusion, the Appellant's email stated that "*given the seriousness of your unlawful actions, we reserve the right to escalate this matter to the relevant authorities, including the ESO, legal bodies, and law enforcement agencies.*"

83. However, the Complainant has provided a screenshot that supports the Complainant's claim that it was the Appellant who had copied (presumably by mistake) the employee in question. This has not been disputed by the Appellant in its submissions. In response to this apparently groundless accusation, the Complainant responded as follows in his final resignation letter of March 27, 2025:

> *It is deeply concerning how, without evidence, a mistake made by management has been immediately redirected towards me, defaming my character and further subjecting me to false accusations and unfounded threats.*

84. Under the circumstances, when assessed from a reasonable person's perspective, the Complainant's concerns were well justified.

Deductions and threats thereof

85. As noted earlier, the Appellant has not appealed the ESO's determination that most of the deductions from the Complainant's salary were in violation of article 27 of the Employment Regulations. The ESO determined that the deductions for the three days of absences immediately prior to his final resignation were permissible.

86. The question arises as to whether these unauthorised deductions – all of which occurred after the Complainant submitted his original 23 January 2025 resignation – were also incidents that contributed to an intimidating and hostile work environment (it is one of the actions identified by the ESO in the Determination as having this effect).

87. As noted by the ESO, the unauthorised deductions from the Complainant's pay fall under 3 categories:

    i. Deductions for absences which were either duly authorised, justified, medically certified, or occurred on recognised weekly rest days. For these reasons, the Appellant had no basis for making these deductions.

    ii. Deductions for absences which were not authorised, but which were still not permitted because they constituted disciplinary measures that had been carried out without adequate due process and procedural fairness.

    iii. Deductions that were imposed in connection with the Complainant's performance: QAR 100 was deducted as a result of the fact that on two different days, he made client calls that did not meet the Appellant's guidelines. As with the second category of deductions, the ESO concluded that they could not be permitted since they did not follow a fair and transparent disciplinary process.

88. There is considerable evidence that the Complainant was particularly distressed when he was informed of the deductions for a total of 15 days' absences in the email dated

12 February 2025 for the period spanning from September 2024 to February 2025. He challenged the legal basis upon which these deductions were made and requested urgent clarification, "*as this is very worrying information for me*". He followed up the next day, reiterating both his concern and his view that the deductions were not permitted. He sent another request on March 1, detailing the reasons why the deductions were not permitted.

89. From the perspective of the reasonable person, in the Tribunal's view, these deductions would indeed be distressing given their financial impact. The fact that the Complainant's concerns were exacerbated because, in his view, the deductions were neither consistent with the Contract nor the Employment Regulations was also entirely reasonable in light of the fact that the ESO eventually determined – and the Appellant has accepted – that these deductions were indeed not authorised. The Tribunal is of the view that the use of unauthorised deductions as a source of leverage without safeguards is particularly distressing and problematic given the asymmetry of power in the employer/employee relationship.

90. In addition to the above deductions, there were threats of deductions, including those relating to the Complainant's failure to achieve booking targets. The Complainant stated that the threats of deductions were causing him "*considerable emotional distress*". When the Complainant pointed out to the Appellant that he was being unfairly singled out in this regard, the Appellant confronted him with another accusation and threat: with respect to whether other employees suffer the same penalties regarding bookings, since the remuneration details of other employees were confidential, the Complainant was required to provide a detailed explanation as to how he obtained such information so that an investigation could take place to determine whether this was "*a further data breach*".

Failure to acknowledge and respond to initial termination letter

91. In the Tribunal's view, there was an unacceptable delay between the Complainant's submission of his original resignation (23 January 2025) and the Appellant's acknowledgement of it (13 February 2025). Whatever the reasons for this three-week delay in communicating its acceptance of the Complainant's resignation – which was an unqualified right under the Contract – any reasonable employee in the Complainant's

position would have been concerned. As noted in his resignation, the Complainant wanted confirmation that he would receive a "*No Objection Certificate*" and that "*his Qatar ID would not be immediately cancelled after departure to allow sufficient time to secure new employment and maintain stability for my family*." The delay clearly created unnecessary anxiety for the Complainant, causing him to follow up on multiple occasions, including on 28 January, 3 February, and 12 February 2025 for a formal confirmation. Even when the Appellant finally acknowledged the Complainant's resignation in an email on 13 February, it did not respond to the Complainant's questions regarding his Qatar ID and "*No Objection Certificate*". This required the Complainant to ask on the same day for a "*clear and concise explanation of what would happen if I find employment in the meantime and very importantly what happens after 22.4.2025*" (the expiration of the three-month notice period).

92. Overall, therefore, we fully agree with the conclusion in the Determination that the failure of the Appellant to promptly respond to the Complainant's communications regarding his initial resignation sent a message of "*disregard and exclusion that contributed to the erosion of the Complainant's dignity and self-worth*."

Constructive dismissal

93. The remaining issue is primarily one of general interpretation of the Employment Regulations; namely, whether the Employment Regulations provide for "*constructive dismissal*" in circumstances where the employer has violated either the material terms of the employee contract or the Employment Regulations within the meaning of article 23(5) of the Employment Regulations.

94. As noted earlier, the position taken by the Appellant is that article 22 of the Employment Regulations, which addresses situations where an employee's condition of employment is modified, provides the exclusive basis for a determination of constructive dismissal. In contrast, the ESO argues that article 23(5) of the Employment Regulations provides an alternative basis for such a determination.

95. The relevant text of each of these provisions is as follows:

Article 22

> *Unless otherwise stated in the employment contract, the Employer may change the Employee's job title, work description or location within the State from time to time, and must provide prompt notice to the Employee of such change or changes. If a condition of employment is substantially altered, the Employee may seek a determination from the Employment Standards Office that his employment has been constructively terminated.*
>
> *Article 23(5)*
>
> *This Article shall not affect the right of the Employee to terminate the employment without notice in the event of a material breach of the employment contract or these Regulations by the Employer.*

96. As noted by the Appellant, article 22 is the only provision that expressly provides for constructive dismissal, albeit using the term constructive "*termination*" rather than constructive "*dismissal*".

97. Notwithstanding this textual argument, however, the ESO has correctly pointed out that there is judicial precedent within the QFC for relying on article 23(5) as an alternative basis for constructive dismissal. Specifically, in *Marcucci*, Justice Helen Mountfield KC, noting that article 23(5) of the Employment Regulations is a "*statutory re-enactment of the ordinary common law of constructive dismissal*", articulated in paragraph 30 the common law principle of constructive dismissal as follows:

> *Constructive dismissal arises where an employer acts in a way which constitutes a fundamental breach of contract – going to the heart of the contract; and that the employee is both entitled to and does bring the contract to an end immediately as a reaction to the breach, immediately, and without giving notice. The employee can then bring a claim for damages for loss caused by what is treated as the employer's breach of contract, even though the act of termination was that of the employee.*

98. We would note that the reliance on common law in *Marcucci* is consistent with earlier judgments of the Court, which have found that the laws of other jurisdictions, including those of England and Wales may, depending on the context, be of persuasive value when interpreting QFC Law; see *Chedid and Associates Qatar LLC v Said Bou Ayash* [2014] QIC (F) 3, at paragraph 3 where this principle was applied in the context of the interpretation of the Employment Regulations.

99. The interpretation set forth in the Constructive Dismissal Guidance is consistent with *Marcucci*: both article 22 and article 23(5) are cited as providing a legal basis for constructive dismissal, with the Constructive Dismissal Guidance also providing that,

in order to claim constructive dismissal, the employee must resign immediately in response to the material breach of contract by the employer.

100. Consistent with both *Marcucci* and the interpretation set forth in the Constructive Dismissal Guidance, we are of the view that article 23(5) clearly provides an alternative legal basis for a claim of constructive dismissal. Moreover, to conclude otherwise would lead to an incongruous outcome that, from a public policy perspective, would be entirely unsatisfactory: as long as the employer does not substantially alter the employee's job description, it could engage in serious misconduct and avoid the consequences of constructive dismissal, including the requirement to compensate the employee for lost earnings as a result of the employee's termination of the contract.

101. We also accept the ESO's argument that, also in accordance with common law principles, employment contracts include an implied term of mutual trust and confidence which is breached when an employer is found to have engaged in harassment. We also note that Justice Mountfield KC in *Marcucci* recognised that there may be circumstances where disrespectful conduct by an employer may breach the implied term of mutual trust and confidence.

102. We would note, however, that irrespective of whether the Appellant's misconduct is characterised as a material breach of the Contract, we are of the view that it constitutes a material breach of the Employment Regulations and, on that basis alone, provides a basis for constructive dismissal.

103. Applying this interpretation of the Employment Regulations to the instant case, the question arises as to whether the test articulated in *Marcucci* and the Constructive Dismissal Guidance was met by the Complainant; namely, did he resign immediately in response to the Appellant's material violation of the Contract and the Employment Regulations? The Tribunal's view is that he plainly did. Indeed, given the content of the Appellant's email of 25 March 2025, it is difficult to see a stronger case.

104. As noted above, harassment generally consists of incidents that continue to develop and accumulate over a period of time. In the instant case, the relevant incidents – the threats, accusations and the deductions- culminated in the 25 March 2025 email from the Appellant, which, in our view, contained the most serious threats and accusations. As

noted above, it is notable that the Appellants have not dealt with this email or its implications – it was simply omitted from their chronology and submissions. In any event, the Complainant resigned two days later, claiming constructive dismissal and making the following observation regarding what he described as a persistent pattern of behaviour:

> *Your persistent practice of twisting facts and falsely accusing me with baseless claims, followed by repeated threats of escalation in emails that are consistently in a confrontational tone even during my daily working time as employee.*

As noted earlier, because of their importance in this case, the text of these emails is set out in the Annex to this judgment.

105. Having determined that the Complainant resigned immediately as a result of harassment, we do not need to address the question as to whether the unauthorised deductions provided an alternative basis for constructive dismissal, as is argued by the ESO but disputed by the Appellant.

Order and conclusions

106. Notwithstanding the concerns the Tribunal has expressed regarding aspects of the investigation, and assessing the documentary evidence de novo, the Tribunal agrees with the conclusions reached by the ESO that are set forth in paragraphs 226 and 227 of the Determination.

107. Given the Tribunal's findings, it also agrees with the ESO's decision and orders set forth in paragraphs 230 through 234 of the Determination.

108. The Appellant has wholly failed to convince the Tribunal that the ESO's conclusions are in any way inaccurate. On the contrary, the Tribunal considers this to be a particularly serious breach of an employer's duty to its employees. Accordingly, the appeal is dismissed.

109. Though the Tribunal's normal order is no order for costs, this case is exceptional, and the Appellant must pay the costs of the ESO and the Interested Party to be agreed or in the absence of agreement, assessed by the Registrar.

By the Regulatory Tribunal,

[signed]

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

Representation

The Appellant was represented by Ms Jude Shepherd of Counsel (42BR, London, United Kingdom), instructed by Eversheds Sutherland (International) LLP (Doha, Qatar).

The Respondent was represented by Mr Andrew Smith of Counsel (11KBW, London, United Kingdom), instructed by Clyde & Co LLP (Dubai, UAE).

The Interested Party was represented by Ms Oksana Rozhdestvenskaia of Counsel (Maniar PLLC, Texas, USA).

ANNEX

Correspondence between the Appellant and the Interested Party between 23 March 2025 and 27 March 2025

Sent: 23 March 2025 09:02
From: Wade Marshall Music
To: Humaira Shamim - Dubai Office; Luqman Khan
Subject: Notification of Leave for Personal Matters Dear Management

I am writing to inform you that I will be taking some time off from work due to pressing personal matters that require my immediate attention. I will ensure to communicate any updates regarding my availability as the situation progresses.

I apologize for any inconvenience this may cause and appreciate your understanding during this time. Should you need to reach me for any urgent matters, I remain available via email.

Thank you for your consideration.

Best regards,
Wade Bezuidenhout

On Sun, 23 Mar 2025 at 14:16, Luqman Khan wrote:

Dear Wade, I am writing to officially address a matter of significant concern regarding your absences from the office. It has come to our attention that your time away from work has resulted in a failure to perform the tasks assigned to you, thereby leading to incomplete assignments and subsequent financial losses for the company.

As you are currently in your notice period, it is imperative to remind you of your obligation to serve the full 90 days, as stipulated in your employment agreement. This requirement mandates your presence in the office during this period, with the exception of your designated weekly day off and any public holiday. Your attendance is not only a contractual obligation but also necessary for ongoing investigations into certain matters that have been previously communicated to you.

We have observed a pattern /series of medical leaves that coincide with your official weekly day off, followed by additional absences. Such occurrences are unusual and raise concerns regarding the intent behind your attendance record and pattern. Particularly in light of the forthcoming Eid holidays, it CLEARLY appears that this may be an attempt to maximize your absences before eid holidays, during your notice period, which is not permissible under the terms of your employment and under Qatar rules.

Please be advised that, as per the law, you are required to fulfil your notice period by being present at the office. Any absence (excluding official weekly day off or recognized public holidays) must be accounted for and will need to be compensated to ensure the completion of your 90-day notice period.

Should you fail to comply with the requirement to serve your notice period properly (as stated above), the company reserves the right to seek compensation for any unobserved days (not present at office) of your notice period as per employment contract and Qatar rules, as well as to pursue claims for financial losses incurred due to your absence and non-compliance of requirement to serve your notice period.

We appreciate your immediate attention to this matter and anticipate your cooperation in fulfilling your obligations.

Sincerely,
LUQMAN KHAN

From: Wade Marshall Music
Sent: 23 March 2025 18:50
To: Luqman Khan
Cc: Humaira Shamim - Dubai Office; Zohaib Ahsan; Bilal Ahmed; Ibtisam; Luigia Ingianni; DoNotReply-ESO
Subject: Re: Notification of Leave for Personal Matters

Dear Luqman Khan/Management,

I am responding to your email regarding my absences during my notice period, ending 22 April 2025. I must address several points that do not align with QFC Employment Regulations. I am also informing of my escalation to the QFC Employment Standards Office (ESO) and lastly my need to take annual leave for personal reasons as per my entitlement. I have CC'd the ESO for transparency, given the events that have lead to this point.

Points Not Aligned with QFC Employment Regulations:

1. Office Presence During Notice Period: Your claim that I must be physically present in the office during my notice period, except for weekly days off and public holidays. The QFC Employment Regulations do not mandate physical presence and allow authorized leave, such as annual or sick leave, during the notice period without requiring "compensation" to extend it.

2. Allegations About Medical Leave: Your suggestion that my medical leaves are an attempt to "maximize absences" before Eid holidays. The QFC Employment Regulations (Article 34)

permit sick leave with medical documentation, which I've provided. Such speculative claims appear retaliatory.

3. Threat of Compensation: Your threat to seek compensation for "unobserved days" and financial losses does not comply with QFC Employment Regulations (Article 29), which require fair and transparent deductions.

Escalation to the Employment Standards Office:
I have escalated this matter, including previous actions and my treatment as employee thus far at Devisers, to the ESO. They are investigating, and I anticipate we can reach an amicable solution to end our employment relationship fairly.

Annual Leave:
As per my contract and QFC Employment Regulations (Article 33), I am entitled to annual leave. I would like to take my leave effective immediately, please confirm receipt thereof.

For transparency and due to the cumulative events that led to the current point, I've CC'd the ESO to ensure all communication is visible to them, supporting a fair resolution.

I look forward to your cooperation and response.

Sincerely,
Wade Bezuidenhout

Sent:	25 March 2025 23:42
From:	Luqman Khan
To:	Wade Marshall Music
Cc:	Humaira Shamim - Dubai Office; Zohaib Ahsan; Ibtisam; Luigia Ingianni; DoNotReply-ESO
Subject:	RE: Notification of Leave for Personal Matters

Dear Wade,

We refer to your recent email dated 23rd March 2025, in which you raised concerns about your leave entitlements and our position on financial compensation for unobserved days. However, upon reviewing your conduct during the notice period—including **your history of sick leave, history of unauthorized absences, and your sole decision to avail immediate annual leave without seeking company approval**—it is evident that your actions demonstrate a **pattern of bad faith**.

Additionally, in the same email, you **CC'd a company employee from the back office** Bilal Ahmed; - someone who has **no involvement in this dispute between you and the management**. Not only was this an **unnecessary and inappropriate inclusion**, but **your**

email contained a series of baseless allegations that have **damaged the company's reputation** and **negatively impacted the morale of this employee and others who have since become aware of it** through this employee.
The effects of your **reckless communication** have been immediate and severe:

- The **employee you CC'd was distressed and has expressed concerns over working in the company**, stating that he **does not wish to be involved in management disputes and feels uncomfortable continuing his role** in the company.
- Other employees who became aware of the email are now questioning **the stability of their positions** and whether management is facing internal issues. This **directly affects workplace productivity and team morale**.
- We have **already begun experiencing loss of operational efficiency**, as discussions about your allegations have disrupted **focus within the office environment**.

This intentional conduct of yours is giving a financial and work loss to the company.

Further, you have **never had any contact** with the back-office employee Bilal Ahmed; and the said email of yours dated 23rd March 2025 was sent by you from your home via your personal device. Which raises our concerns, you must now provide a **detailed explanation** of **how you obtained his email address** and **what other unauthorized company information you have acquired which is available in your personal device**. Given your **clear bad intent** and the **fact that there is no reasonable way you would have access to such information**, we **cannot, nor will any competent authority, conclude that this was done in error**.

Additionally, your actions constitute defamation under Qatar Penal Code Article 326,
which states:

"One is convicted to no more than two years in prison and to a fine of no more than ten thousand riyals, or to one of these two penalties in case of defaming someone in public through accusing them of doing a mishap necessitating a legal punishment or inflicting their dignity or honor or exposing them to people's disdain and malice."

By **sending false and damaging accusations to a third party (the back-office employee) and allowing them to spread among other employees**, you have **exposed the company and its management in bad faith to public's disdain and malice**, which is a **criminal offense** under Qatari law.

Furthermore, you have **referenced a dispute you raised at the Employment Standards Office (ESO) within your same email** dated 23rd March 2025. Under **QFC Article 61 – Obligation to Keep Information Confidential**:

"Every person acting under the authority of these Regulations shall keep confidential all information and records obtained or provided under these Regulations, except so far as the person's public duty requires or these Regulations permit the person to disclose them or to take official action on them."

Your disclosure of this matter to an **unauthorized third party** Bilal Ahmed; **(the back-office employee and not the management)** and **subsequent dissemination of confidential information among other employees (as stated above)** is a **clear violation of this provision**.

Given the **seriousness of your unlawful actions**, we **reserve the right to escalate this matter to the relevant authorities, including the ESO, legal bodies, and law enforcement agencies.**

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1. Unauthorized Leave, Breach of Duty, and Bad Faith Conduct

Under **Article 19(A) and (B) of the QFC Employment Regulations**, employees are required to:
"(A) Attend to their duties and exercise the care of the reasonable person in the performance of their employment;
(B) Perform their job themselves and exert normal efforts in performing their duties."

Your conduct—including **your history of sick leave, multiple instances of unauthorized absences, and your unilateral decision to take immediate annual leave without prior company approval**—clearly constitutes a **breach of these obligations**.

Furthermore, **your recent unauthorized leave coincides with the upcoming Eid holidays**, reinforcing a pattern of bad faith aimed at avoiding work obligations. **In our last email, we had already raised concerns about your attempt to maximize unauthorized leave, including unauthorized annual leave, as a means of evading your contractual duties** and serve the notice period, this reflects your bad faith.

Your failure to comply with your **90-day notice period** and your continued absences **not only breach your legal obligations but also obstruct our ongoing internal investigations related to the earlier event of unauthorised transfer of company's clients data (confidential information) to your personal email address, an unlawful act performed by yourself**. This deliberate avoidance of duties constitutes **bad faith**, further strengthening our position in this matter.

Regarding your **sole decision for immediate annual leave** and **not being present at the office for the past three days without the company's authorization**, please be advised that:

- Article 33(2) of the QFC Employment Regulations states:

"An Employer shall ensure that the Employee takes annual leave within twelve (12) months after completing the year of employment entitling the Employee to the annual leave."

- In contrast, Article 35 states:

  "During the first year of employment the amount of annual leave an Employee may take at any time is limited to the amount deemed to have accrued at that time, less the amount of annual leave already taken."

Because you have **not completed one year of service**, you are only entitled to **apply for the leave that has accrued to date**.

Additionally, **the QFC Employment Regulations govern how annual leave must be scheduled**. Article 34(1) states:

"The Employee may elect to take annual leave by giving written notice to the Employer...subject to any requirement imposed by the Employer under paragraph (2)."

This means:

- Employees **must give notice** of proposed leave dates (not just take leave without permission).

- The **employer may impose requirements** on when leave is taken under **Article 34(2**).

Your **recent leave was taken without following this required notice process**, making it **unauthorized and in violation of company policy**.

Furthermore, **your continued absence is being treated as unauthorized leave**

Considering our **business needs and the ongoing investigation (as stated above), your sole decision to take immediate annual leave hasn't been approved, and your absence is being recorded as unauthorized leave**.

2. Sick Leave and the Medical Certificate Dispute

While the medical certificate was submitted, your **pattern of sick leave certificates with indicative loopholes**, as well as your **subsequent unauthorized absence, cast uncertainty on the claim.** Early last week, we **officially recorded a request for an investigation** regarding the pattern of **sick leave certification** with the **Ministry of Public Health (MOPH).** The **government officials will investigate** the matter involving all parties.

As permitted under **QFC regulations**, we are now also referring this matter to **the Employment Standards Office (ESO)** for review:

"Any dispute between the Employee and the Employer as to the ability of the Employee to resume his work or as to any other medical matter related to the injury or disease or the treatment prescribed or the extent of compensation shall be reviewed by the Employment Standards Office and any final determination by the Employment Standards Office may be appealed to the Regulatory Tribunal."

Your **pattern of sick leaves and unauthorised absences will now be under formal examination** by both the **MOPH and the ESO**.

3. Non-Compliance with Notice Period Obligations

You have claimed that our requirement for you to **properly complete your notice period** is unfair and does not comply with **Article 29**. However, **Article 29 does not relate to your claim**.

Moreover, **pursuant to Article 23 of the QFC Employment Regulations (2020):**

"Employers and Employees must provide notice of their intent to terminate employment." "This Article shall not prevent an Employer and Employee from agreeing to a longer or shorter period of notice."

Your **employment contract specifies a 90-day notice period**, which you are **legally obligated to complete through actual working attendance**.

Any **days not worked** during this period—specially including **unauthorized absences**—constitute **non-compliance with both your contractual obligations and Article 23's fundamental requirement for notice to be properly served**.

Conclusion

From the very beginning, your conduct has been marked by **a deliberate pattern of bad faith and non-compliance**, demonstrating **sheer disregard for your contractual obligations and the laws of QFC**.

It began with your **unauthorized transfer of company client data to your personal email address**, a serious **breach of confidentiality** under **Article 19(I) of the QFC Employment Regulations** as well as to be treated under Law No. 11 of 2004 (Penal Code), Article 332, for which you failed to provide any satisfactory explanation despite being given multiple opportunities to do so. Instead of taking responsibility for this **grave misconduct**, in your earlier email you admitted this unlawful act of yours but **misrepresent the company's proprietary client data as publicly available information**—an assertion that was both baseless and misleading.

Whereas the fact is that Publicly available data is defined as information lawfully accessible to the general public through official registries, publicly disclosed reports, government databases or companies websites/social media. Our company clients data (confidential information), this information is only available within the company's domain and disclosed to the specific relevant individual only by the company's permission, hence not making this information available to general public.

Following this, you engaged in **a calculated attempt to evade your notice period**, making use of **unauthorized absences**, **sick leave with questionable certificates (to be investigated by the authorities, as stated above), and an abrupt unilateral decision to take annual leave without company's approval**. Your pattern of conduct clearly indicates an intent to **exploit for financial gain (remuneration) without fulfilling your actual work obligations**. Rather than serving your 90-day notice period with professional integrity, you instead sought **every possible excuse to avoid attending work while still expecting to receive your salary** while giving work loss as well as financial loss to the company from your **unauthorized absences**.

When this approach failed, you **resorted to reckless actions** that further **damaged the company and its work environment.** Your decision to **CC an uninvolved back-office employee (as stated above)**—someone with no stake in your dispute—was an act of **malicious defamation**. Your **baseless accusations** not only harmed the company's reputation but also **directly affected the morale and productivity of employees**, creating an unnecessary atmosphere of uncertainty and disruption in the workplace which has started giving the financial loss and work loss to the company.

Most tellingly, your **own WhatsApp messages to management** reveal a **consistent pattern of indifference and defiance** towards **standard rules** and legal obligations.

On multiple occasions, when asked to provide **medical leave certificates**, you **either failed to submit them** or **dismissed the company's legitimate requests**, stating:

"They will deduct money from me—I am aware. As you said, it's my problem, so don't make it yours."

This response **clearly illustrates your deliberate disregard for employment rules**. When the company was merely **following standard legal procedures** and requesting compliance with medical leave requirements, you **refused to cooperate** and instead **attempted to shift responsibility away from yourself**.

Your **repeated reliance on post-dated sick leave claims**, coupled with your admission that:
"The doctor cannot provide a medical certificate for a day that has passed."
demonstrates **both awareness and intent**—you knew that your sick leave was not properly documented, yet you **still demanded to be excused** without fulfilling the necessary requirements. This further solidifies your **bad faith approach to absences**, as you **knowingly failed to follow standard rules yet expected the company to accept your unverified claims**.

Even when explicitly reminded that compliance with company **standard rules** is not a matter of **personal discretion**, but rather a **legal and professional obligation**, your response was dismissive and entitled. Instead of recognizing that **frequent unauthorized absences disrupt workplace efficiency**, you attempted to portray yourself as a **victim of routine HR procedures**, even stating that:

"All the stress that office is putting on me with all the threats of pay deduction is affecting my health and my immunity is low."

This message not only **mischaracterizes the company's lawful enforcement of its standard rules as harassment**, but also serves as an **attempt to justify your continued absences with unverified claims of workplace-induced illness**.

Additionally, your messages show **clear intent to misuse leave provisions for personal convenience**, as evidenced by:

"Better I will just take the day... I guess it will be unauthorized again." And "Maybe, if I feel better or else I will not come."

These statements **explicitly confirm that you treated attendance as optional**—choosing to show up only when personally convenient—without considering **your contractual duties**, **operational requirements, or the impact of your repeated absences on the company and your colleagues**.

Your **pattern of behavior**—from attempting to justify **frequent absences**, to **failing to provide medical documentation at specific occasions**, to **indicating a complete lack of concern over unauthorized leaves**—all reinforce a **premeditated effort to exploit employment rules while still expecting full salary and benefits.**

Taken together, these messages serve as further evidence of your persistent bad faith, evasiveness, and deliberate refusal to comply with lawful procedures.

Given this **clear and sustained pattern of non-compliance**, we are left with no alternative but to escalate this matter through all appropriate legal channels, ensuring that you are held fully accountable for your **repeated violations of QFC law and contractual obligations**.

For your reference, **we have attached the relevant WhatsApp screenshots, which further substantiate our position**.

At this point, it is **abundantly clear** that your actions have been **intentionally obstructive**, **dishonest, and harmful**—not only to the company but to your colleagues as well. Given the **severity of your violations**, we **will not hesitate** to pursue all **appropriate legal measures** to hold you **fully accountable** under the **Qatar Penal Code, the QFC Employment Regulations, and contractual law**.

Your **repeated attempts to evade your duties, and spread misinformation** only strengthen our position in this matter. In your earlier email dated 23rd March 2025 you have mentioned about amicable solution of parties involved, without elaborating your terms for it.

Regards

LUQMAN KHAN

On Wed, 26 Mar 2025 at 13:53, Luqman Khan wrote:

Dear Mr Wade,

This is to put in records that even today (4th day) in this week, you are on unauthorised annual leaves.

We would like to refer to our previous emails where we stated our concerns about your attempt to maximize your absences before the EID public holidays so that you can avoid attending office as much as possible. This is all we can observe happening in actuality.

Thanks,

LUQMAN KHAN

From:	Wade Marshall Music
To:	Luqman Khan
Cc:	Humaira Shamim - Dubai Office; Zohaib Ahsan; Ibtisam; Luigia Ingianni; DoNotReply-ESO
Subject:	Re: Notification of Leave for Personal Matters
Date:	Thursday, March 27, 2025 2:07:02 AM
Attachments:	IMG_4695.jpeg

URGENT:
Subject: Immediate Termination of Employment Due to Constructive Dismissal and Harassment/bullying under the QFC employment regulations.

Dear Management,

I am writing to formally notify you of my immediate termination of employment with Devisers Advisory Services, effective immediately, due to your actions constituting constructive dismissal and harassment/bullying under the QFC Employment Regulations. I have CC'd the QFC Employment Standards Office (ESO) for transparency, given their ongoing investigation into your conduct.

I categorically reject your accusation that I CC'd Bilal Ahmed in my email dated 23 March 2025. It was in fact Luqman Khan who originally CC'd Mr. Ahmed, as evidenced by the email chain (screenshot attached for your convenience)

As your own words stated I do not by any means know Mr Ahmed nor do I have his e mail address. It is deeply concerning how, without evidence, a mistake made by management has been immediately redirected towards me, defaming my character and further subjecting me to false accusations and unfounded threats. I also firmly reject your claim of bad faith, as my actions—such as notifying you of absences and requesting annual leave—were fully compliant with my rights under the QFC Employment Regulations. Your persistent practice of twisting facts and falsely accusing me with baseless claims, followed by repeated threats of escalation in emails that are consistently in a confrontational tone even during my daily working time as employee. Threatening severe consequences, as well as insulting phone calls and labeling me a liability, escalated after I raised legitimate concerns with the ESO, demonstrating a clear pattern of abusive and retaliatory behavior, as my evidence to the ESO will substantiate.

Your actions—including false allegations, threats, intimidation, confrontational emails threatening severe consequences, insulting phone calls, labeling me a liability, unlawful termination and unlawful deductions made without due process in violation of Article 29, and doubling my targets without an increase in leads purposefully setting me up for failure and so that you would have additional reasons to justify more unlawful deductions —have fundamentally breached my employment contract and the implied duty of mutual trust and confidence.

Specifically:

- Article 19(A): You have failed to provide a safe working environment by creating a mentally abusive and unhealthy workplace through your bullying tactics, confrontational tone, insults, and false accusations, which directly undermined my ability to perform my duties.

- Article 19(I): Your threats, insults, and retaliation amount to mental abuse, making the work environment intolerable.

- Article 19(C): Your false allegations, confrontational tone in emails, and lack of fairness, particularly in response to my ESO complaint, violate the requirement to treat employees with respect.

Despite my good-faith efforts to resolve these issues, including on 15 March 2025 proposing an amicable solution sent from my company e mail to which you did not respond but subsequently made more verbal threats and then raising concerns with the ESO, your conduct has left me with no option but to terminate my employment.

The severity of these breaches justifies waiving the 90-day notice period, as continuing employment is untenable under the principles of constructive dismissal. Therefore, I am terminating my employment effective immediately, bringing our employment relationship to an immediate end. All future correspondence should be directed to the ESO, who are investigating this case.

Sincerely,
Wade Bezuidenhout