



محكمة قطر الدولية  
ومركز تسوية المنازعات  
QATAR INTERNATIONAL COURT  
AND DISPUTE RESOLUTION CENTRE

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

**Neutral Citation: [2024] QIC (F) 14**

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

Date: 28 March 2024

**CASE NO: CTFIC0008/2024**

MANSIB PAZHEDATH

**Claimant**

V

DEVISERS ADVISORY SERVICES LLC

**Defendant**

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**JUDGMENT**

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**Before:**

**Justice Dr Hasan Al-Sayed**

**Justice Fritz Brand**

**Justice Yongjian Zhang**

## **Order**

1. The Claimant's claims are dismissed.
2. The Claimant is to pay all reasonable costs incurred by the Defendant in opposing these claims, to be assessed by the Registrar if not agreed.

## **Judgment**

1. The Claimant, Mr Mansib Pazhedath, is an Indian national who is resident in the State of Qatar. The Defendant, Devisers Advisory Services LLC, is an entity established in the Qatar Financial Centre ('QFC') where it is licensed to advise and assist applicants for visas, inter alia, to the United Kingdom. This Court has jurisdiction to determine the dispute between the parties by virtue of article 9.1.3 of its Regulations and Procedural Rules as it arises from a contract involving an entity established in the QFC.
2. Because of the sum and the nature of the issues involved, the claim was allocated by the Registrar to the Small Claims Track of this Court under Practice Direction No.1 of 2022 (the '**Practice Direction**'). After the claim was served on the Defendant, it filed opposing papers which were followed by the Claimant's Reply. Both parties are unrepresented by legal practitioners. It appears from the papers that there is a clear factual dispute between the parties. Nonetheless, we consider that where cases have been allocated to the Small Claims Track, it is important that such cases be determined as quickly and efficiently as possible, and that it is usually in keeping with the Practice Direction for the Court to determine the claim on the papers. This will ensure that the objective of the Practice Direction – to deal with Small Claims quickly and efficiently – is met. Accordingly, we have decided to determine the case on the basis of the written material before us and without hearing oral evidence or argument.
3. On 2 March 2020, the parties entered into a written agreement. In terms of the agreement, the Defendant undertook to advise and assist the Claimant in obtaining a Sole Representative of Overseas Business Visa to the UK against payment of an amount of QAR 35,000. In accordance with the terms of the agreement, the contract sum was paid by the Claimant to the Defendant on the same day.

4. Broadly stated, the Claimant's case is that the Defendant failed to meet its obligations under the contract as a result whereof his application was refused by the UK authorities on 11 January 2023. In the event, so the Claimant contends, he is entitled to claim repayment of the QAR 35,000 together with an amount of \$3,300 which he paid as a visa fee and compensation for loss caused by the Defendant in an amount of QAR 5,000.

5. Two clauses of the written agreement appear to be of relevance, namely clauses 6 and 7. In terms of clause 7, the Defendant undertook to:

*... represent the applicant until the successful result of the application. In case the application remains unsuccessful without falling under clause 6... of this agreement, any payment received will be refunded within 2 weeks.*

6. Clause 6 provides that service charges will not be refunded if the visa application is refused, "*due to any error by the applicant - like but not limited to – any false /incorrect information provided by the applicant*", or "*if the applicant fails to give a correct reply to*" questions by the authorities.

7. The Defendant advanced various answers to the claim. One of these relied on the provisions of clause 6 of the agreement in that, so the Defendant said, the refusal of the visa by the UK authorities "*stemmed from errors made by the claimant himself, not by the defendant*". In support of this defence, the Defendant quoted extensively from the refusal letter by the UK authorities, dated 11 January 2023.

8. We find it unnecessary to repeat the quotation from the official letter. Suffice it to say, in our view the defence raised by the Defendant is borne out by the contents thereof. This appears, by way of example, from the conclusion stated in the letter that:

*For the above reasons, I am not satisfied that if you moved to the UK the control and ownership of the company would remain outside the UK. ROB 4.1 [which requires that the headquarters and principal place of business of the overseas business represented by the applicant must remain outside the UK] is not being satisfied and your application is refused."*

9. Another complaint raised by the Claimant is that the Defendant has omitted "*to avail the relief of administrative review against the refusal of the visa decision*". The

Defendant's answer to this complaint, which is supported by the email exchange between the parties annexed to the Defendant's papers, is that it was the Claimant who decided not to proceed with an appeal. So, for instance the Claimant wrote to the Defendant on 11 February 2023 in answer to a question regarding his intention to proceed with an appeal that, "*it is not that I do not want to proceed, it is because of the rejection reasons from the authorities*". This remark, as we understand it, justifies the conclusion that the Claimant decided not to proceed because he saw no prospect of success in the appeal. In Reply, the Claimant contends that the Defendant is confused between administrative review and an appeal. But this still begs the obvious question why he had decided not to proceed with the appeal if he thought the decision by the authorities was wrongly taken.

10. The Claimant's further objection is that the Defendant failed to file supporting documents to the application in time. But again, it appears from the email exchanges between the parties which are annexed to the Defendant's papers that it was the Claimant who adopted a rather lackadaisical approach when documents were requested by the Defendant for filing with the authorities. In any event, as we know, the Claimant's visa application was not refused because of the late filing of documents; it was refused because the UK authorities were not persuaded that the Claimant had met the requirements of the visa for which he applied. It follows that in terms of clause 6 of the agreement between the parties, the claim for repayment of QAR 35,000 cannot succeed.
11. With regard to the two other two claims in the amounts of \$3,300 for reimbursement of a visa fee and QAR 5,000 in compensation for loss, we find that the Claimant has failed to establish any basis for reimbursement of the visa fee or for payment of any compensation. Accordingly, these claims are also to be refused.
12. Although the Defendant was not legally represented, it is in our view entitled to any costs that it may have incurred in opposing the claim. These are the reasons for the order we propose to make.

**By the Court,**



[signed]

**Justice Fritz Brand**

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

Representation

The Claimant was self-represented.

The Defendant was self-represented.