Claim No: SCT 083/2026
ENF 268/2026

THE DUBAI INTERNATIONAL FINANCIAL CENTRE COURTS

IN THE COURT OF FIRST INSTANCE

BETWEEN

PAUL

Claimant/Respondent

and

PEYTON

Defendants/Appellant

ORDER WITH REASONS OF H.E. JUSTICE ROGER STEWART

UPON the claim having been filed on 6 February 2026 (the "Claim")

AND UPON the Judgment of H.E. Justice Nassir AL Nasser (the "Judgment") giving judgment for the Claimant on 16 July 2026 (the "Judgment") which:

(a) Required the Defendant to pay the Claimant the amount of AED 54,277 together with post judgment interest at 9% per annum from the date of Judgment until payment;

(b) Ordered the Defendant to reimburse the Claimant's filing fee of AED 2,713.85; and

(c) Dismissed all other claims;

AND UPON the Defendant's Appeal Notice dated 5 August 2026 seeking permission to appeal the Judgment (the "Permission to Appeal Application")

AND UPON considering the Claimant's submissions in opposition to Permission to Appeal Application dated 21 August 2026

AND UPON the Defendant's Application No. SCT-083-2026/1 dated 9 September 2026 seeking a stay of enforcement of the Judgment pending the determination of the Permission to Appeal Application (the "Stay application")

AND UPON the Order of Assistant Registrar Delvin Sumo dated 19 October 2026 transferring the Stay Application to Claim No. ENF-268-2026

AND UPON the Claimant's evidence in answer to the Stay Application and the Defendant's evidence in reply dated 20 October 2026

AND PURSUANT TO Part 4 and Part 53 of the Rules of the DIFC Courts ("RDC")

IT IS HEREBY ORDERED THAT:

1. The Permission to Appeal Application is refused.

2. The Stay Application is refused.

3. There shall be no order as to costs.

Issued by:
Delvin Sumo
SCT Judge and Assistant Registrar
Date of issue: 21 October 2026
At: 3pm

SCHEDULE OF REASONS

Introduction

1. This judgment dealing with:

(a) The Defendant's application for permission to appeal dated 5 August 2026 against the Judgment dated 16 July 2026 (the "Permission to Appeal Application"); and

(b) The Defendant's Application No. SCT-083-2026/1 dated 9 September 2026 for a stay of the Judgment (the "Stay application").

2. The Claimant is an individual who sought the services of the Defendant company, which specialises in providing immigration services and is registered and located in Dubai.

3. The Claimant engaged the Defendant to apply for a residency visa to Portugal for a fee of AED 50,277 under a written agreement dated 30 January 2023. He subsequently paid a further sum of AED 4,000 requested by the Defendant.

4. Notwithstanding the provision by the Claimant of all relevant documents, the visa application was refused. The Claimant thereupon sought reimbursement of the fees paid in accordance with the terms of the agreement.

5. The Judge held that this reimbursement was justified under the agreement and gave judgment accordingly. He rejected certain other claims made by the Claimant.

6. The Permission to Appeal Application is resisted both on substantive grounds and on the basis that the application is made out of time

The Test For Permission to Appeal

7. The circumstances in which the Court of First instance may give permission to appeal, are strictly circumscribed by Article 21 of the DIFC Courts Law No. 2 of 2025 which provides:

> "21. Appeals Against Small Claims Tribunal Judgments
>
> A. Judgments of the Small Claims Tribunal may be appealed before the Courts of First Instance in accordance with the procedures established under the DIFC Laws, DIFC Regulations, Rules of the Courts or any Practice Direction or Order issued by the DIFC Courts, where the appeal relates to:
>
> 1. A question of law
>
> 2. An allegation of a miscarriage of justice
>
> 3. An issue of procedural fairness; or
>
> 4. A matter provided for in or under DIFC Laws."

8. There is no right to appeal on questions of fact. This is unsurprising given that hearings before the SCT are intended to be informal as set out in RDC 53.51 and that the strict rules of evidence do not apply as set out in RDC 53.53.

9. Given that the application for permission to appeal is said to be out of time only by a relatively short period, I shall deal with the substance of the application on the basis that if there is no real prospect of success, the application must, inevitably, fail.

The Proposed Grounds of Appeal

10. The Claimant seeks to rely on what are said to be six proposed grounds of appeal:

(a) The first four grounds are all said to be errors in the construction of the agreement or the application of the burden of proof which led the Judge wrongly to order the fees to be refunded;

(b) The fifth ground is a specific attack in relation to the award of AED 4,000 for which it is said there is no proper basis;

(c) The sixth ground is that the Judge failed to engage with the material evidence or give adequate reasons for the decision to which he came.

Grounds 1 to 4 of the Appeal

11. The first four grounds are:

(a) An alleged failure to construe the contract as a whole (Ground 1);

(b) An alleged failure to adhere to the parties' contractual intention with a re-writing of contractual risk (Ground 2);

(c) An alleged failure to distinguish between the Defendant's contractual intention and the personal eligibility requirements of the Claimant; and

(d) An alleged reversal of the burden of proof and misapplication of clause 8 of the agreement.

12. I consider that there is no real prospect of success in relation to any of these grounds.

13. The structure of the relevant part of the judgment was as follows:

(a) The Judge first, at paragraph 15, set out Clauses 7 and 8 of the Agreement, which are plainly at the heart of the contractual dispute:

> "7. If the Visa application is refused or delayed due to any error by applicant -like but not limited to- not fulfilling the documents and information requirements or change of mind or any false/incorrect information provided by applicant OR any fake document provided by applicant for the application purpose OR If the hosting country (country name is mentioned in the Agreement) visa authorities makes an enquiry to any other authority about the applicant and that other authority does not reply to satisfactory level. In all these cases applicant will not be refunded any service Charges paid to us.
>
> 8. Migration Chambers will represent the applicant until the successful result of the application. In case the application remains

unsuccessful without falling under clause no.7 (above mentioned cause) of this agreement, any our professional service charges received will be refunded in 2 weeks."

(b) The Judge then rejected a submission that there was required to be a "proven error" by the Defendant before a refund arose holding that the Defendant was obliged to represent the Claimant until a successful result with a refund occurring if the application remained unsuccessful without falling under clause 7 (paragraphs 16 and 17);

(c) The Judge accepted that the application "remained unsuccessful" thus triggering clause 8 (paragraph 18);

(d) The Judge found that he was satisfied that the refusal did not stem from any act or omission of the Claimant and specifically those identified in clause 7 (paragraph 19); and

(e) The Judge considered and rejected the submission that the refusal stemmed from the Portuguese authorities' assessment of the Claimant's financial eligibility and passive income rather than any act of the Defendants but stated that he was satisfied that the refusal did not fall within any of the circumstances in clause 7 (paragraphs 20 and 21).

14. I consider that this treatment was entirely in accordance with that mandated by the contract which the parties had entered into.

15. Dealing with the specific matters sought to be relied on by the Defendant:

(a) The Judge did not fail to construe the contract as a whole. He expressly set out and considered the key clauses relevant to the question that he had to decide. The Defendant has not identified any other parts of the agreement which are relevant to the question or which could or should have affected his decision.

(b) The Judge did not ignore or misapply the provisions of clause 7. The critical issue was whether there was an "error" by the Claimant "like but not limited to" specific examples. The concept of error required some sort of fault on The part of the Claimant as was made clear by the examples listed.

(c) The Judge correctly found that there was no fault of the sort listed and also rejected the idea that the Claimant was otherwise guilty of an "error" such as to be deprived of the right to reimbursement;

(d) Clause 7 did not, as contended by the Defendant, provide for a "broad category of "applicant related circumstances" - rather it provided examples of a specific sort and nothing which was suggested by the Defendant came close to establishing that the Claimant was guilty of "error";

(e) The Judge did not fail to give effect to the contractual intention of the parties which was to be found by the words which they used. No doubt it was an attractive marketing tool for the Defendant to promise to refund fees if there were an unsuccessful application unless the Claimant was guilty of "error". The fact that the parties could have contracted differently does not mean that the parties' bargain should be re-written;

(f) The Judge did not fail to distinguish between personal eligibility criteria and the Defendant's contractual obligations. Instead, he properly applied the words of the contract. The Defendant did not need to be at fault in order to be required to make reimbursement - rather the position was that reimbursement had to be made unless the Claimant was guilty of "error"; and

(g) Similarly, there was no reversal of the burden of proof.

Ground Five

16. Ground 5 alleges that the Judge awarded the reimbursement of AED 4,000 without any contractual or evidential basis.

17. The Judge found (paragraph 4) that the Claimant paid an additional sum of AED 4,000 upon the Defendant's request. He also found (paragraph 25) that unlike another sum, it was not paid for third party expenses or was otherwise excluded from the refund obligation. Given that the Defendant was the one who knew or should have known what the money was for, it was appropriate for there to be an evidential burden to show that it fell otherwise than within the refund obligation. There is no real prospect of this ground succeeding.

Ground Six

18. This is an unmerited attack on the Judge's reasons. As already set out, the Judge dealt with the case impeccably. He is to be commended for doing so clearly and relatively shortly. There is no basis for asserting either that his reasoning was inadequate or that he failed to deal with essential submissions. The points sought to be made by the Defendant simply did not establish "error" of the sort required by Clause 7.

Conclusion

19. None of the proposed grounds have a real prospect of success and the Permission to Appeal Application is, accordingly, refused. As there are no grounds for permission to appeal, the Stay Application is also refused.