

## A. A. Malik & Co.

2, Princess Oguneye Street (Opposite Pacesetters Academy)
 Off Aliyu Modibo Street, Guzape, FCT Abuja, Nigeria.
 +234 706 571 2766, 0818 551 5195 :info@aamaliklaw.com

14th November, 2025.

Qatar Airways

Abuja Office NDPHC Building, First Floor, 1490 Samuel Ademulegun Avenue, Central Business District, Abuja. Original Whetes by Abubalear Edis 14/11/2025

Attention: Customer Relations Department

Dear Sir/Madam,

FORMAL COMPLAINT ABOUT AND CONCERNING DEGRADING AND INHUMANE TREATMENT BY QATAR AIRWAYS AGAINST (CHIEF) JIBRIN SAMUEL OKUTEPA, SAN; CRIMINAL BREACH OF CONTRACT AND TRUST, NEGLIGENT CUSTOMER SERVICE, AND WRONGFUL DENIAL OF BOARDING AND TRANSIT SERVICES (IN RE: TICKET NUMBER QQ32CH0D)

We have been briefed and our services retained by (Chief) Jibrin Samuel Okutepa, SAN ("our Client") on whose unequivocal instructions we write to you with urgency and deep concern about and concerning the unfair, inhumane, despicable and wrongful treatment meted out to our Client by Qatar Airways on his recent Abuja-Doha-Toronto (and the botched Toronto-Doha-Abuja) trip. The specific details of our instruction and the associated demands are hereunder captured thus:

## 1.0. FACTUAL BACKGROUND

1.1. As a sequel to a series of emails from Qatar Airways to our Client, who at the time was making plans to attend the recently concluded 2025 Conference of the International Bar Association in Toronto, Canada, advertising a promotional package which included a return business class ticket, transit visa and hotel accommodation in Doha, our Client purchased a return business class Abuja-Toronto-Abuja ticket from your

Airline on 26<sup>th</sup> June 2025, for a sum of USD 4,832. Accordingly, our Client was issued, vide email, a confirmed electronic ticket with reference No. QQ32CK0D. Your Airline made it very clear in the ticket and indeed confirmed that our Client is entitled to a hotel accommodation in Doha as an accompaniment to the trip, as well as the relevant transit visa. In point of fact, the particulars of the hotel were embodied in the said ticket.

- 1.2. In the email from your Airline under reference, our Client was requested to furnish by a reply email, certain documents to facilitate the processing and issuance of the appropriate transit visa. Within 24 hours of receipt of the said email, our Client sent in the requested documents, receipt of which was duly confirmed by your Airline vide its responsive email, with the promise that the transit visa will be issued before our Client embarks on the trip.
  - 1.3. On 29<sup>th</sup> October 2025, our Client reported early enough at your Airline's check-in counter at the Nnamdi Azikiwe International Airport, Abuja, to enable him complete check-in formalities and immigration protocols. Once he handed in his passport to your staffer, our Client again complained about the non-arrival of his transit visa, whereupon, your staffer reassured our Client that the development will not impact his ability to check into the flight and that the visa will be delivered to him by your Airline's ground staff at the Doha International Airport upon arrival. Based on this assurance, our Client flew with your Abuja-Doha flight.
    - 1.4. To our Client's consternation, shock and disappointment, your Airline's ground staff in Doha were unhelpful as he was told point blank that no transit visa had been processed for him. As our Client had a minimum of 8 hours layover period before getting on the onward flight to Toronto, and notwithstanding that your Airline had charged him for transit hotel accommodation as part of the gross sum paid for or on the confirmed ticket, your Airline failed to provide any such accommodation. Our Client was therefore compelled to endure an excruciating and agonizing 8-hour layover within the Doha International Airport. Eventually, and only after this distressing experience, our Client departed Doha in the morning of 30th October, 2025 for the onward journey to Toronto.
      - 1.5. Upon completion of his five (5) days participation at the IBA Conference, our Client returned early enough to the Pearson International Airport,

Toronto on 10<sup>th</sup> November, 2025, to complete his check-in formalities and immigration protocols ahead of the flight which departure time was fixed for 8:10pm (local time). To our Client's chagrin, however, your Airline's staff refused or declined to check him into the flight on account of his "failure to produce a transit visa to Doha". All efforts by our Client to explain to the attendant that it was the responsibility of Qatar Airways, and not his, to make available the said visa fell on deaf ears. At that point, our Client was asked to step out of the queue to enable other passengers check into the flight. In a most civil manner, our Client stepped aside but requested to be directed to your Airline's airport office to enable him lodge a formal complaint. At the said office, our Client was made to spend an agonizing one hour, fifteen minutes on the telephone with your Airline's agent at the Qatar headquarters explaining how his ordeal was precipitated by the negligence of your Airline and punctuated by its administrative incompetence. In total, and to put it conservatively, our Client spent about four hours pleading, begging, appealing, and entreating your Airline to disregard completely, the transition to Doha aspect of the ticket and just allow him fly with the 8:10pm flight or at least, re-route his ticket so he can proceed with the next available flight to Abuja from Doha. The best result our Client got was a directive to him to cough out or pay an additional USD 5,000 to the Airline to facilitate the changes on the ticket that will enable him connect immediately to Abuja from Doha.

- 1.6. As our Client was unable to meet this unwarranted, draconian, most unfair, and exploitative condition or demand, he was asked to vacate the Airline's office as your staff claimed they had to lock up. Moreso, that the Toronto-Doha flight which our Client was meant to be on had since departed. Thus, our Client was compelled by the prevailing circumstances to cough out the sum of USD 224.95 to secure a night accommodation at the Hilton Hotel, Toronto Pearson International Airport. Ultimately, on the same 10<sup>th</sup> November, 2025, our Client had to purchase an alternative Ethiopian Airline business class ticket for a sum of USD 3668.13 to enable him depart Toronto, so as to be reunited with his family and loved ones.
  - 1.7. It is our instruction that since our Client started to make international trips out of Nigeria, he had never experienced anything close to the emotional, psychological, mental and financial trauma, stress, and strain that he encountered in the hands of Qatar Airways recently. Our Client



is a legal practitioner of repute and distinction and has attained the highest rank in the legal profession in Nigeria. Aside being a Senior Advocate of Nigeria, our Client is a member of the Body of Benchers. He is also a titled Chief of two notable Kingdoms in Nigeria, in Kogi and Enugu States.

## 2.0. LEGAL & CONTRACTUAL GROUNDS

- 2.1. Our Client's case raises severe operational, contractual and consumerprotection issues namely:
  - 1. Breach of Contract: Qatar Airways confirmed the booking, assigned references and accepted payment for a package which included tickets, transit visa and hotel accommodation in Doha. Upon receipt of payment, the Airline issued a confirmed electronic ticket, indicated the hotel accommodation but failed to provide the transit visa which it contracted to provide to our Client. The failure to provide the requisite transit visa constitutes a material breach of the contract. Our Client views this very seriously and will stop at nothing to assert his right

2. Unconscionable Conduct and Unfair Commercial Practice:

- i. Demanding the sum of USD 5,000 from our Client to amend or effect changes on his ticket, on account of a situation caused or precipitated by the Airline itself and over which our Client had no control, constitutes an unconscionable conduct and unfair commercial practice. Our Client is prepared to press a case against Qatar Airways at both domestic and international jurisdictions on this issue.
  - ii. Preventing, inhibiting, restraining, or otherwise obstructing our Client from traveling on a flight which he had duly paid for and subsequently selling off his seat to other persons on the wait list while our Client was present and subjected to degrading, inhumane and unfair treatment, speaks to the exploitative tendency and unfair commercial practice of Qatar Airways. To be sure, our Client does not take this lightly and will, in due time, make a case against the Airline at the appropriate fora.
- 3. Negligence and Failure to Provide Reasonable Assistance: Leaving our Client stranded overnight without assistance.

alternative arrangements or timely communication during a contracted itinerary caused avoidable loss, distress and undue inconvenience to our Client.

## **OUR CLIENT'S DEMANDS**

- Given the status and stature of our Client, our Client shall stop at nothing to ensure that Qatar Airways is held to account.
- In light of the foregoing, it is our Client's instruction to demand, and we
  do hereby unequivocally demand, as follows:
  - A (formal) clearly-worded, written apology from Qatar Airways to our Client, accepting responsibility for the avoidable ordeal that our Client had to endure on his recent trip, and on account of the complex, complicated, convoluted, and contaminated ticket and shambolic administrative handling by your Airline;
  - A full refund of a sum of USD 2,416 representing the value of the unused portion/leg of the Abuja-Toronto-Abuja business class Qatar Airways ticket issued to our Client;
  - iii. Reimbursement of all avoidable expenses paid for by our client as a direct result of Qatar Airway's failure to provide the contracted services, as follows:
    - a. A sum of USD 500 representing the conservative cost of feeding and other miscellaneous at Doha on 29<sup>th</sup> and 30<sup>th</sup> October, 2025 (dinner and breakfast for night and morning respectively).
    - b. A sum of USD 224.95 being the cost of hotel accommodation at the Hilton Hotel, Toronto Pearson International Airport on 10<sup>th</sup> November, 2025.
    - c. A sum of USD 500 being a conservative estimate of the cost of feeding and other miscellaneous at the Hilton Hotel, Toronto Pearson International Airport on 10<sup>th</sup> and 11<sup>th</sup> November, 2025 (dinner and breakfast for night and morning respectively).
    - d. A sum of USD 3668.13 being the cost of Ethiopian Airline business class (Toronto-Abuja) ticket on 10<sup>th</sup> November, 2025.
    - iv. A sum of USD 500,000 representing general, exemplary and aggravated damages for loss, distress, humiliation and damage to

our Client's dignity, resulting from the Airline's conduct. Our Client maintains that no monetary award can fully compensate the indignity suffered. Be it noted that our Client seeks the above amount as a fair and proportionate component of his redress.

GRIAN BAR ASSOCI

MALIK, SAN

SCN034943

TAKE NOTICE that should the simple demands embodied in this letter not be complied with by your Airline on or before FOURTEEN (14) DAYS upon receipt of this letter, we have our Client's final instructions to take all lawful means to ensure that his rights are pressed in a court of competent jurisdiction in Nigeria.

In the meantime, accept, please, the assurance of our professional regards.

Yours faithfully,

pp. A. A. Malik & Co.

High Chief Aikhunegbe Anthony Malik, SAN