



**IN THE UPPER TRIBUNAL**  
**IMMIGRATION AND ASYLUM**  
**CHAMBER**

Case Nos: - UI-2022-001790;  
EA/04920/2021  
UI-2022-001791; EA/07638/2021  
UI-2022-001792; EA/07683/2021  
UI-2022-001793; EA/07693/2021

**THE IMMIGRATION ACTS**

**Decision & Reasons Issued:**  
**On 27 March 2023**

**Before**

**UPPER TRIBUNAL JUDGE LANE**

**Between**

**Safia Sultana and others**  
**(NO ANONYMITY ORDER MADE)**

Appellant

**and**

**Entry Clearance Officer**

Respondent

**Representation:**

For the Appellant: Not present or represented  
For the Respondent: Ms Young, Senior Presenting Officer

**Heard at Phoenix House (Bradford) on 1 February 2023**

**DECISION AND REASONS**

1. This appeal is brought by Safia Sultana, the lead Appellant (hereafter the 'appellant'), born on the 10th of June 1977. The remaining Appellants are her Appeal Numbers: EA/04920/2021 EA/07693/2021 EA/07683/2021 EA/07638/2021 both children who are dependent upon the appellant's appeal. They are all citizens of Pakistan. They are sponsored by the lead appellant's maternal uncle, Ghulam Murtaza Khan, who born on the 21st of April 1971. The appellants appealed against decisions of the Secretary of State dated the 7th of January 2021 refusing their applications for an EEA Family Permit of residence, pursuant to the Immigration (EEA) Regulations 2006. The First-tier Tribunal, in a decision

promulgated on 16 February 2021, dismissed the appeals. The appellants now appeal, with permission, to the Upper Tribunal.

2. The appellants are resident abroad. They were not represented at the hearing and their United Kingdom sponsor did not attend. I find that the notice of hearing has been duly served on the sponsor at his last known address on 18 January 2023. The hearing was listed to begin at 9.30am. At 10.10am, I commenced the hearing in the absence of the appellants' sponsor/representative considering it just and fair in the circumstances to proceed. In doing so, I noted that there had been no attendance by the sponsor/representative at the First-tier Tribunal hearing.
3. The grant of permission succinctly summarises the issue before the Upper Tribunal:
  1. The in time Grounds assert that the Judge erred in finding that the amount of child maintenance the first Appellant receives from her ex-husband is 50,000 PKR per month rather than 5,000 PKR, as claimed by the Appellants, and that this amounts to a material error in view of the Judge's findings that the Appellants have the means, independently of the sponsor, to meet their essential living needs.
  2. The Grounds assert that the reference to 50,000 PKR on page 287 of the Appellant's Bundle, which is a translation of a court order, is a typographical error and that further reading of this document in its entirety confirms that the first Appellant's ex-husband was ordered to pay 15,000 PKR for a 3 month period which is corroborative of the first Appellant's assertion that she receives just 5,000 PKR per month.
  3. The document in question is not available to me, but if it sets out the terms as stated at paragraph 3 of the Grounds, it is arguable that there is a typographical error in the translation of the court order and that consideration of this document in its entirety could support the Appellants' assertion regarding the level of maintenance received from the first Appellant's ex-husband. Although the Judge cannot be criticised for relying on an error in a document obtained and adduced by the Appellants, it is arguable that this was material to the Judge's findings on the issue of dependency.
4. Page 287 of the appellant's bundle of documents is a maintenance arrangement directed by an arbitrator following divorce. The relevant part reads:

By order of the Chairman of Arbitration Council Idit maintenance @ 50000/month. 15000/- rupees (fifteen thousand rupees) has been fixed for 3 months which the arbitrator of the second party received at the spot.
5. The meaning of the document is unclear. Contrary to what is asserted in the grounds, it is not clear that the maintenance was to be 5000 per months or that the total maintenance to be paid would be 50000 (three months @ 15000 would be 45000 rupees in total). The use of the words 'on the spot' would appear to indicate some immediate down payment at the arbitration and, as Ms Young

submitted, appears to refer to a separate payment from the 50000 in the previous sentence.

6. The appellants had asked for an oral hearing before the First-tier Tribunal but failed to attend. Had they attended, they would have been able to give evidence to explain the somewhat cryptic nature of the arbitrator's award. The judge cannot be blamed for being denied such a explanation; he has done his best to interpret the evidence before him. Likewise, if 50000 was a typographical error and should have read '5000' then there was nothing before the judge to indicate such an error. It was the responsibility of the appellants to put coherent and accurate evidence before the judge and their failure to meet that responsibility does not reveal any error on the part of the judge.
7. In the circumstances, I find that the judge has not erred in law for the reasons advanced in the grounds of appeal or at all. Accordingly, the appeal is dismissed.

### **Notice of Decision**

The appeals are dismissed.

**C. N. Lane**

Judge of the Upper Tribunal  
Immigration and Asylum Chamber

**Dated: 2 February 2023**