



IN THE COURT OF FIRST INSTANCE
OF THE ASTANA INTERNATIONAL FINANCIAL CENTRE

30 May 2024
CASE No: AIFC-C/CFI/2024/0017

LLP 'TEMIR ZAT'

Claimant

LLP 'BauProjekt'

Claimant

LLP 'MCI Group'

Claimant

v

LLP 'JOINT VENTURE ALAYGYR'

Defendant

JUDGMENT AND ORDER

Justice of the Court:

The Rt. Hon. The Lord Faulks KC

JUDGMENT AND ORDER

1. Pursuant to a Claim Form made on 22 May 2024 the Claimant seeks an Order from this Court to recognise and enforce the measures set forth in Part VIII of the IAC Arbitration Award dated 4 March 2024 made by the panel of arbitrators (the presiding arbitrator – Dr. Jaroslaw Turlukovski appointed by a letter dated 8 June 2023, arbitrator on behalf of the Claimant – Mr. Arman Shaikenov appointed by the letter dated 9 February 2023, and arbitrator on behalf of the Respondent – Mr. Dmitriy Bratus appointed by the letter dated 9 February 2023) appointed by Mr. Thomas Krümmel, the Chairman of the International Arbitration Centre of Kazakhstan, in the IAC Case No. 29 of 2022.
2. Having read the Award it appears to me that the application is justified. Accordingly, I hereby order:
 255. The Arbitral Tribunal decided on the Counterclaim:
 - 1) The Defendant's claim against the Claimant in a Counterclaim for joint recovery from the Claimant in favor of the Defendant KZT2 976 865 619.88 of the advance payment not fully reimbursed for the unperformed work on the preparation of design and estimate documentation and unfulfilled construction and installation work under the Contract, satisfy.
 - 2) The Defendant's claim against the Claimant in a Counterclaim for the joint recovery from the Claimant in favor of the Defendant KZT1 155 880 320 of the advance payment not fully reimbursed for undelivered technological equipment under the Contract, satisfy.
 - 3) In satisfying the Defendant's claim against the Claimant in a Counterclaim for joint recovery from the Claimant in favor of the Defendant KZT7 171 896 000 penalty for delay in the performance of work under the Contract, refuse.
 - 4) In satisfying the Defendant's claim to the Claimant in a Counterclaim for the joint recovery from the Claimant in favor of the Defendant KZT1 812 000 000 fine for termination of the Contract due to the fault of the Claimant, refuse.
 - 5) The Defendant's claim against the Claimant in a Counterclaim for a joint recovery from the Claimant in favor of the Defendant KZT16 414 353.60 as compensation for the costs of conducting a technical audit, satisfy.
 - 6) The Defendant's claim against the Claimant in a Counterclaim for a joint recovery from the Claimant in favor of the Defendant KZT39 200 000 against reimbursement of expenses for the conservation of the construction object, satisfy.
 - 7) The Defendant's claim against the Claimant in a Counterclaim for joint recovery from the Claimant in favor of the Defendant KZT1 881 522 844 against reimbursement of expenses for correcting defects committed by the Claimant, satisfy.
 - 8) The Defendant's claim against the Claimant in a Counterclaim for joint recovery from the Claimant in favor of the Defendant KZT1 631 219.13 to reimburse the expenses for electricity consumed by the Claimant, satisfy.
 - 9) In satisfying the Defendant's claim against the Claimant in a Counterclaim for joint recovery from the Claimant in favor of the Defendant KZT96 141 024 inconsideration of reimbursement of expenses for the involvement of a legal consultant, refuse.
 - 10) The Defendant's claim against the Claimant in a Counterclaim for recognition of the Defendant's rights (claims) under subcontract and equipment supply agreements, including warranty obligations, satisfy.



The Defendant's claim against the Claimant in a Counterclaim for the joint recovery from the Claimant in favor of the Defendant of the expenses for the payment of the arbitrators' fee in the Case to satisfy to the extent, to recover from the Claimants jointly in favor of the Defendant KZT15 103 576.72.

3. The Claimants are given liberty to apply to have this Order set aside within 14 days of service upon it of this Order.
4. This Order shall not be enforced (a) until after the end of the period set out in paragraph 3 above or (b) until after any application made by the Claimants within that period has been finally disposed of, whichever is the later.

By the Court,

The Rt. Hon. The Lord Faulks KC,
Justice, AIFC Court

Representation:

The Claimants were not represented.

The Defendant was represented by Mr. Alexander Korobeinikov, Partner at Baker McKenzie Kazakhstan B.V., Almaty, Kazakhstan.