

IN THE SMALL CLAIMS COURT

OF THE ASTANA INTERNATIONAL FINANCIAL CENTRE

23 December 2022

CASE No: AIFC-C/SCC/2022/0027

MS TYURINA ELENA YUREYEVNA

Claimant

v.

(1) MR BISSEMBAYEV BAUYRZHAN

(2) MR ZHAN MUKHTAROVICH MATAKOV

Defendants

(3) ORIENTAL SUNRISE CORPORATION LIMITED

(4) TOTALENERGIES EP DANMARK A/S

Defendants

(5) MAGNETIC OIL LIMITED

Defendant

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ORDER

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Justice of the Court:

Justice Tom Montagu-Smith KC

**PENAL NOTICE**

**IF YOU, MR BISSEMBAYEV BAUYRZHAN OR MR ZHAN MUKHTAROVICH MATAKOV DISOBEY THIS ORDER YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE YOUR ASSETS SEIZED.**

**IF YOU, MAGNETIC OIL LIMITED DISOBEY THIS ORDER YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND YOUR DIRECTORS MAY BE IMPRISONED, FINED OR HAVE THEIR ASSETS SEIZED OR THE COMPANY MAY BE FINED OR HAVE ITS ASSETS SEIZED.**

**ANY OTHER PERSON WHO KNOWS OF THIS ORDER AND DOES ANYTHING WHICH HELPS OR PERMITS THE DEFENDANTS TO BREACH THE TERMS OF THIS ORDER MAY ALSO BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE THEIR ASSETS SEIZED.**

**ORDER**

1. This Order is made against Mr Bissembayev Bauyrzhan, Mr Zhan Mukhtarovich Matakov and Magnetic Oil Limited (“**the Defendants**”) by Justice Montagu-Smith KC on the application of Ms Tyurina Elena Yuryevna (“**the Claimant**”). The Judge read the evidence listed in Schedule A and accepted the undertakings set out in Schedule B of this Order.
2. This application was made at a hearing without notice to the Defendants. The Defendants have the right to apply to the Court to vary or discharge this Order – see paragraph 10 below.
3. There will be a further hearing in respect of this Order at 2pm Astana time on 20 January 2023 (“**the Return Date**”).
4. Until the Return Date or further Order, the Defendants must not:
  - a. Dispose of, deal with, charge, pledge or otherwise encumber or diminish the value of the shares owned by Magnetic Oil Limited in the following companies:
    - i. Tasbulat Oil Corporation LLC;
    - ii. Kom-Munai LLC;
  - b. Dispose of, deal with or otherwise diminish the value of any other assets of Magnetic Oil Limited.
5. Paragraph 4 applies to all of Magnetic Oil Limited’s assets whether or not they are in its own name and whether they are solely or jointly owned. For the purpose of this Order, Magnetic Oil Limited’s assets include any asset which the Defendants have the power, directly or indirectly, to dispose of or deal with as if it were Magnetic Oil Limited’s.
6. Paragraph 4(b) of this Order does not prohibit the Defendants from disposing of or dealing in any of Magnetic Oil Limited’s assets in the ordinary and proper course of Magnetic Oil Limited’s business but the Defendants must give the Claimant’s legal representatives at least

5 clear working days' advance written notice of any intention to do so in respect of any transaction (or series of connected transactions) exceeding US\$ 50,000 in value.

7. The Defendants may agree with the Claimant's legal representatives that the transaction value referred to in paragraph 6 above be varied, but any agreement must be in writing.
8. The Defendants must:
  - a. By 6pm Astana time on Friday 30 December 2022 inform the Claimant's legal representatives of all of the assets of Magnetic Oil Limited exceeding US\$50,000 in value whether in the name of Magnetic Oil Limited or not and whether solely or jointly owned, giving the value, location and details of those assets;
  - b. By 6pm Astana Time on Friday 6 January 2022 swear and serve on the Claimant's legal representatives an affidavit, setting out the information required by paragraph 8(a) of this Order.
9. The costs of this application are reserved to the Judge hearing the application on the Return Date.
10. Anyone served with or notified of this Order may apply to the Court at any time to vary or discharge this Order (or so much of it as affects that person), but they must first inform the Claimant's legal representatives. If any evidence is to be relied upon in support of the application, the substance of it must be communicated in writing to the Claimant's legal representatives in advance.
11. A Defendant who is an individual who is ordered not to do something must not do it himself or in any other way. He must not do it through others acting on his behalf or on his instructions or with his encouragement.
12. A Defendant which is not an individual which is ordered not to do something must not do it itself or by its directors, officers, partners, employees or agents or in any other way.
13. It is a contempt of court for any person notified of this Order knowingly to assist in or permit a breach of this Order. Any person doing so may be imprisoned, fined or have their assets seized.
14. This injunction does not prevent any bank from exercising any right of set off it may have in respect of any facility which it gave to Magnetic Oil Limited before it was notified of this Order.
15. No bank need enquire as to the application or proposed application of any money withdrawn by Magnetic Oil Limited if the withdrawal appears to be permitted by this Order.
16. Persons outside Kazakhstan
  - a. Except as otherwise provided in sub-paragraph b. below, the terms of this Order do not affect or concern anyone outside the Republic of Kazakhstan.

- b. The terms of this Order will affect the following persons in a country or state outside Kazakhstan:
  - i. the Defendant or his officer or agent appointed by power of attorney;
  - ii. any person who:
    - 1. is subject to the jurisdiction of this court;
    - 2. has been given written notice of this Order at his residence or place of business within Kazakhstan; and
    - 3. is able to prevent acts or omissions outside the jurisdiction of this court which constitute or assist in the breach of the terms of this Order; and
  - iii. any other person, only to the extent that this Order is declared enforceable by or is enforced by a court in that country or state.
  
- 17. Nothing in this Order shall, in respect of assets located outside of Kazakhstan prevent any third party from complying with:
  - a. what it reasonably believes to be its obligations, contractual or otherwise, under the laws and obligations of the country or state in which those assets are situated or under the proper law of any contract between itself and the Defendant; and
  - b. any orders of the courts of that country or state, provided that reasonable notice of any application for such an order is given to the Claimant's legal representatives.

#### **SCHEDULE A - Evidence**

- (1) The witness statement of Mr Berdygozhin Chingis dated 21 December 2022.
- (2) The claim form, together with 10 Exhibits.
- (3) The Skeleton Argument dated 21 December 2022, together with 7 exhibits.

#### **SCHEDULE B – Undertakings**

- (1) If the Court later finds that this Order has caused loss to the Defendants, and decides that the Defendants should be compensated for that loss, the Claimant undertakes to comply with any order the Court may make.

- (2) As soon as reasonably practicable and in any event by 6pm Astana time on Wednesday 28 December 2022:
  - a. the Claimant will amend the claim to join Magnetic Oil Limited as a Defendant and to advance a claim for (a) a derivative claim and (b) a claim for relief under Article 175 of the AIFC Companies Regulations; and
  - b. the Claimant will file and serve the amended claim form on the Defendants to the claim.
- (3) As soon as reasonably practicable, the Claimant will serve on the Defendants:
  - a. A copy of this Order;
  - b. Copies of the evidence relied on by the Claimant and all other documents provided to the Court on making the application;
  - c. A note of the hearing on 23 December 2022;
- (4) Anyone notified of this Order will be given a copy of it by the Claimant's legal representatives.
- (5) The Claimant will not without the permission of the Court use any information obtained as a result of this Order for the purpose of any civil or criminal proceedings other than this claim.
- (6) The Claimant will not without the permission of the Court seek to enforce this Order in any country outside Kazakhstan.

**REASONS FOR ORDER OF 23 DECEMBER 2022**

1. The Claimant applies without notice for various interim orders. She is a 50% shareholder of an AIFC company, Magnetic Oil Limited (“**Magnetic**”). I heard the application on 23 December 2022 and granted an Order, limited to freezing certain shares owned by Magnetic and its other assets, subject to their being used in the ordinary course of business. These are my reasons for making that Order.
2. The Claimant and the First Defendant are each 50% shareholders in Magnetic. The Second Defendant is a director.
3. The evidence of the Claimant’s husband, Mr Robertovich is that, in November 2022, Magnetic was in advanced negotiations with the Fourth Defendant for the purchase of shares in a company, Total E&P Dunga (“**the Target**”). The value of the transaction was said to be US\$330 million.
4. On 28 November 2022, public statements disclosed that the Fourth Defendant had agreed to sell the Target to the Third Defendant instead (“**the Transaction**”).
5. The third Defendant is an AIFC company which was incorporated on 17 November 2022, just 11 days before the Transaction. Its shareholders are the First and Second Defendants, who own 85% and 15% respectively.
6. The Claimant says that she learned about the Transaction only on 6 December 2022, after it was concluded.
7. The Claimant’s case is that the Transaction is the product of a conspiracy between the First and Second Defendants to divert a valuable business opportunity away from Magnetic, in breach of the Second Defendant’s duties of loyalty to Magnetic as director. In addition, the Claimant may allege (but has not yet alleged) a breach of confidence.
8. The Claimant and her husband on whose behalf she appears to hold the shares have not had much involvement in the management of Magnetic over the course of its life. I am told that they trusted the First and Second Defendants to run the business fairly. She has no influence over the Second Defendant and no power as shareholder to replace him.
9. I am told that, since the Claimant’s discovery of the Transaction, neither the First or Second Defendants, nor Magnetic’s employed accountant have been attending its offices. The Claimant has had no response to attempts to contact them and has been unable to locate the books and records of the company.
10. The Claimant is now concerned that further attempts may be made to dispose of the assets of Magnetic.
11. As originally advanced, the Claimant sought orders of broadly two types:

- a. Orders suspending or reversing the Transaction; and
  - b. Orders intended to preserve the value of Magnetic’s remaining assets, whether by imposing restrictions on dealings with Magnetic’s assets or by appointing a manager of Magnetic’s business.
12. At the start of the hearing, Mr Tukulov, who appeared on behalf of the Claimant, indicated that he no longer pursued the first of these applications.
13. In further discussion with Mr Tukulov, he appeared to accept that the most urgent and pressing concern was the preservation of Magnetic’s assets. Magnetic owns two oil and gas production companies, Tasbulat Oil Corporation LLC and Kom-Munai LLC. The Claimant however assumes that Magnetic also holds cash in bank accounts, but does not know the identities of the bank or banks and has no information about the amount of funds on hand. Although Magnetic is a holding company, it has offices and at least one employee. It owns the two companies identified and so is likely to receive dividends. It appears likely that it will have at least one bank account.
14. The focus of the hearing was therefore on the application for an order freezing assets. My view is that any application for the appointment of a receiver or manager can wait until a hearing on notice to the Defendants.

*Without notice application*

15. I asked the Claimant’s to address me on the test for hearing an application without notice and why the Claimant said the test was satisfied in this case.
16. Mr Tukulov’s starting point was that AIFC law and Court Rules do not govern the procedure and criteria for hearing applications without notice. As a result, Article 4.1.3 of the AIFC Constitutional Law applies. By that provision, Kazakhstan law “*applies in part to matters not governed by this Constitutional Statute and AIFC Acts*”. Mr Tukulov’s submission was that the issue was governed by Kazakh law. The Claimant therefore provided a detailed analysis of the approach to such issues in the Kazakhstan Civil Procedure Code.
17. In my judgment, that approach is clearly wrong.
18. The circumstances in which the Court will hear an application made without notice are set out in Court Rule 6.7 as follows:

- 6.7 The Court’s permission is required for an application to be made without serving an application notice. The Court’s permission will be granted:
- (1) where there is exceptional urgency;
  - (2) where the overriding objective is best furthered by doing so;
  - (3) by consent of all parties;
  - (4) where a Rule or Practice Direction permits; or

- (5) where there are good reasons for making the application without notice, for example, because notice would or might defeat the object of the application.
19. Mr Tukulov's submission was that these tests were vague and so fell to be supplemented by Kazakhstan procedural law. I disagree. The Rules, together with the AIFC Court Regulations provide a code for the determination of civil proceedings before the AIFC Court. They are intended to be flexible, rather than rigid and the language of the Rules reflects that. However, that is quite different from concluding that the question of when applications will be heard without notice is "*not governed by*" AIFC law.
20. Mr Tukulov expressed concern that there might be a tendency for AIFC Court judges who come from the English tradition to resort to English law in deciding cases, rather than applying a Kazakh approach which, he said, was required by the Constitutional Statute. In fact, Judges in the AIFC Court are bound to apply the law as it is stated in the AIFC Constitutional Statute and AIFC Law. Those laws are set out in statutes which require interpretation. Where the laws being applied are derived from English law, English law will, naturally, be of assistance in interpreting the legislation. Reference to English law is not therefore the result of some comparative bias. It is the result of a principled construction of the applicable legislation. Article 4.1.2 of the Constitutional Statute provides in terms that AIFC law may be based on English or other common law principles. That will not be the case for every statute. However where, as here, the principle concerned is derived from English procedural law, English procedural law will inevitably be of assistance in determining the precise scope of the principle. In my judgment, Kazakh procedural law is of no relevance to determining whether the AIFC Court will hear an application made without notice.
21. In the alternative, Mr Tukulov argued that the application fell within Rule 6.7(5). The purpose of the application would, he said, be defeated if notice were given. I accept that. It is not at all clear whether steps could be taken to speed up any transaction for the transfer or encumbrance of Magnetic's assets. Mr Tukulov very fairly informed me that, as their underlying assets are subsurface resources, any transfer or pledge of the shares in Tasbulat Oil Corporation LLC and Kom-Munai LLC would require Ministry approval, which might take about 2 months. Nor is the location of any cash known. However, if a freezing order is justified, there is in my view sufficient risk that notice of the application would prompt dissipation to justify hearing this application without notice.
22. I therefore considered that this part of the application could be made without notice. I indicated that, had the Claimant sought to pursue the other parts of the application, I would not have considered them appropriate for hearing without notice.
23. In hearing the application without notice, I can of course reach no concluded view on the issues of fact and law which arise.

*Interim relief*



24. The power to grant interim relief is provided by AIFC Court Regulations, Article 27. The AIFC Court Rules provide that interim relief will be granted where they are “*necessary in the interest of justice*”: Part 15.
25. Once again, Mr Tukulov argued that the power to grant interim relief was not explained in detail, so that resort could have taken to Kazakhstan procedural law.
26. In my view, that is wrong, substantially for the same reasons as are set out above in respect of without notice applications. The test for granting interim relief is a flexible one. However, these remedies are quite plainly governed by AIFC law, within the meaning of the Constitutional Statute. There is therefore no room for importing Kazakhstan law.
27. The Rules and powers for granting interim relief appear directly derived from English procedural law. English law will therefore be of relevance in determining the detail of when the AIFC Court will grant that relief.
28. In English law, Courts will grant a freezing injunction where the following test is satisfied:
  - a. The claimant has a good arguable case against the Defendant;
  - b. There are grounds to believe that the Defendant has assets which could be made the subject of the order;
  - c. There is a real risk that the judgment will not be satisfied by reason of an unjustified dissipation of assets; and
  - d. In all the circumstances it is just and convenient to make the order sought.
29. Where the Claimant is able to establish a proprietary right to assets held by a Defendant, the Court may make an order to preserve them. The Claimant would normally be required to establish that there is a serious issue to be tried.
30. In my view, the powers conferred on the AIFC Court are intended to replicate these remedies.

#### *Jurisdiction*

31. The AIFC Court’s jurisdiction is set out in the AIFC Constitutional Statute and the AIFC Court Regulations. Article 13.4 of the Constitutional Statute provides:
  - “4. The AIFC Court has exclusive jurisdiction in relation to the hearing and adjudication of the following disputes, but does not have jurisdiction in criminal and administrative proceedings:
    - 1) disputes between AIFC Participants, AIFC Participants and AIFC Bodies and an AIFC Participant or AIFC Body and its expatriate Employees;

- 2) disputes relating to activities conducted in the AIFC and governed by the Acting Law of the AIFC;
- 3) disputes transferred to the AIFC Court by agreement of the parties.”

32. At the interim stage and in the absence of the Defendants, I can only take a provisional view of the Court’s jurisdiction. I consider that it is sufficient at this stage for the Claimant to show that it is reasonably arguable that the Court has jurisdiction over the claim.

33. The core complaints in this case are about the management of Magnetic, an AIFC company, and the subsequent entry into a contract by the Third Defendant, another AIFC company. In my view it is reasonably arguable that the claim falls within Article 4.1 or Article 4.2. The claim as a whole includes (or will include) a dispute between AIFC Participants, Magnetic and the Third Defendant. The management of Magnetic may physically have taken place outside the AIFC. However, it is at least reasonably arguable that the management of an AIFC Company is conducted “*in the AIFC*” for the purposes of Article 4.2. That management also appears to be governed by AIFC law.

*Good arguable case / real issue to be tried*

34. I express no concluded views on the facts at this stage. However, on the evidence I have seen, there is, in my view, a real prospect of Magnetic establishing that a valuable opportunity has been diverted away from it by reason of the breach of duty of the Second Defendant and / or by reason of a conspiracy between the First and Second Defendants to that end.

35. As set out above, on the Claimant’s evidence, the First and Second Defendants have subsequently stopped communications with the Claimant and her husband, Magnetic’s accountant has stopped attending the office and is not communicating with her and the Claimant cannot access any records of the company. In light of that evidence, my view is that there is a real risk that the First and Second Defendants will act to misappropriate further assets of Magnetic. In those circumstances, my view is that Magnetic would be entitled to an injunction to prevent their misappropriation.

36. Those are, however, claims that would normally be brought by Magnetic. Directors’ duties are generally owed to the company, not its shareholders. The possibility of misappropriation of company property is normally a claim of the company, not of its shareholders. I therefore asked the Claimant to address me on how the Claimant as shareholder of Magnetic had standing to pursue those claims.

37. Mr Tukulov frankly accepted that the Claimant had been obliged to move quickly and so the legal basis for the claim was not yet fully developed. He suggested that the facts might support a claim under Section 78 or 85 of the Companies Regulations.

38. I disagree.

39. Section 78(1) of the Companies Regulations provides:

*“A Director of a Company must act in the way the Director honestly considers, in good faith, would be most likely to promote the success of the Company for the benefit of its Shareholders as a whole...”*

40. Section 85(1) provides:

*“If a Director of a Company has, directly or indirectly, an interest in a transaction or arrangement entered into by the Company or a Subsidiary of the Company and the Director is aware that the interest conflicts or may conflict, to a material extent, with the interests of the Company or Subsidiary, the Director must unless the Director has previously declared such interest under section 83 (Duty to declare interest in proposed transaction or arrangement), declare to the other Directors of the Company the nature and extent of the Director’s interest in accordance with this section.”*

41. Section 85(8) provides:

*“If a Director of a Company Fails to declare an interest of under this section or section 83, the Company, a Shareholder of the Company or the Registrar may apply to the Court for an order under this subsection. On the application, the Court may make any order that it considers appropriate, including, for example, either or both of the following:*

*(a) an order setting aside the relevant transaction or arrangement;*

*(b) an order directing the Director to account to the Company for any benefit, gain or profit obtained because of the relevant transaction or arrangement.”*

42. There is no doubt that directors of companies owe duties of loyalty. Article 78 helps to define the content of that duty. However, the duty is owed to the company. The losses which flow from a breach are *prima facie* losses of the company.

43. Section 85(1) is concerned with transactions entered into by the company. Section 85(8) refers to *“this section”* and Article 83. Article 83 also concerns proposed transactions and arrangements with the company. The *“relevant transaction or arrangement”* referred to in section 85(8) must therefore be a transaction entered into by the company making the claim. In the present case, the complaint is that the opportunity was diverted and so no transaction was concluded with the company (Magnetic). I am therefore not satisfied that there is a real prospect of the Claimant establishing a claim under Articles 83 and 85.

44. With some prompting, Mr Tukulov indicated that the Claimant would seek permission to bring a derivative claim on behalf of Magnetic. Alternatively, the Claimant would seek orders for unfair prejudice under section 175 of the AIFC Companies Regulations.

45. In my view, there is a serious issue to be tried (and a good arguable case) on both bases.

46. The AIFC Court Rules recognise the Court’s power to permit derivative claims by shareholders on behalf of companies. In the present case, the Claimant’s position is that she is unable to

cause Magnetic to bring the claims directly. If she was not entitled to bring a derivative claim then, on her case, it could never be brought. I therefore give permission for the Claimant to join Magnetic and seek injunctive relief on its behalf. That permission is provisional and the question of whether the Claimant is entitled to pursue a substantive derivative claim can be revisited when Magnetic has been joined and the Defendants have been put on notice of the claim and application.

47. AIFC Court Rule 12.43 requires that the company be made a Defendant to the action. The Claimant has undertaken to do so.
48. I further consider that there is a serious issue to be tried and a good arguable case that the Claimant would be entitled to relief under section 175 of the Companies Regulations. On her case, with the collusion of the First Defendant, the Fourth Defendant was told that there was no longer any interest on the part of the Claimant and her husband to pursue the purchase of the Target. It appears therefore that there is an arguable case that the First and Second Defendants conducted Magnetic's affairs in such a way as to reject a valuable business opportunity so that they could divert it to their new company. I consider there is a real prospect of that amounting to conduct which is unfairly prejudicial to the Claimant's interests as shareholder. Any use of their powers to control the company by the First and Second Defendants to misappropriate its assets may also be unfairly prejudicial. There is therefore a real prospect of the Claimant establishing a claim for *quia timet* relief to restrain future acts which might be unfairly prejudicial.
49. In all of this I have of course not heard from the Defendants and so can draw no final conclusions of any sort.

*Assets and risk of dissipation*

50. In order to grant an order, I must be satisfied that there is a real, rather than a fanciful or speculative, risk of dissipation of assets.
51. As I set out above, the major known assets of Magnetic are the shares in two companies. There is also likely to be at least one bank account. I am not aware of any other valuable assets of Magnetic.
52. Mr Tukulov identified a number of factors which he said gave rise to a risk of dissipation:
  - a. The facts of the diverted transaction, which show that the First and Second Defendants control Magnetic and may be prepared to use their powers against Magnetic's interests and in their own interests;
  - b. The Claimant has no control over Magnetic;
  - c. The First and Second Defendants are not responding to the Claimant's correspondence. This may indicate that they have no good explanation for their conduct;

- d. Magnetic's employed accountant has stopped attending the office and is not responding to the Claimant. This may indicate that the accountant is involved in the conduct or at least aware of it and similarly has no good explanation for it;
  - e. The Claimant has no access to the documents of Magnetic. This may be the result of deliberate action by those involved in the Transaction and so part of an attempt to cover it up.
53. I agree that these alleged facts give rise to a real risk the steps will be taken to misappropriate Magnetic's assets and prejudice the Claimant unfairly if the First and Second Defendants and Magnetic are not restrained.
54. As set out above, it appears that Ministry consent is required before the shares in the two companies may be transferred or encumbered. However, as Mr Tukulov points out, the Claimant simply cannot know whether permission has already been sought. A transfer or encumbrance may be imminent.
55. Very little is known about Magnetic's cash position. It does however have at least one employee and may receive dividends. There is in my view a real prospect that it has bank accounts which contain cash which may be misappropriated.

*Just and convenient*

56. In the circumstances, I consider it just and convenient to grant an Order prohibiting dealings on the shares of the two companies and restraining any misuse of the accounts.
57. As to the shares, there seems a low prospect of a share transfer for a legitimate purpose and so little prospect of genuine harm from an Order. If a transfer is imminent and there is good reason for it, the Defendants will be entitled to apply to vary or set aside the order on short notice.
58. As to any bank accounts, Mr Tukulov sought to limit the impact of an order by a prohibition only on transfers exceeding US\$50,000. As I pointed out to Mr Tukulov, any order made would be subject to the usual exception for transfers in the ordinary course of business. However, I have adopted Mr Tukulov's threshold in practice by providing in the order that advance notice must be given of any transfer or series of connected transfers which exceed US\$50,000.
59. I understand that there is a danger that a freezing order may in practice stop all transactions on Magnetic's accounts, whatever their value and purpose. If that risk eventuates and if it causes real commercial problems for Magnetic, it will be entitled to apply to the Court for a variation of the Order.
60. The Claimant also sought an order under AIFC Court Rule 15.1(7) requiring the Defendants to provide information about the assets of Magnetic and their location. That sort of order is generally necessary to police the freezing order and ensure that it is being complied with. I have therefore included that within the order, once again limited to assets over US\$50,000. As such, the disclosure obligation is not, in my view, likely to be very onerous.

61. The order I make will remain in place until the Return Date, unless application is made to vary it sooner.

By the Court,

Tom Montagu-Smith KC

Justice, AIFC Court

Representation:

The Claimant was represented by Mr. Bakhyt Tukulov, “Tukulov & Kassilgov Litigation” LLP, Almaty, Republic of Kazakhstan.

The Defendant was not represented.