



IN THE SMALL CLAIMS COURT

OF THE ASTANA INTERNATIONAL FINANCIAL CENTRE

19 March 2025

CASE No: AIFC-C/SCC/2024/0042

**“HAILEYBURY ASTANA SCHOOL” NON-PROFIT JOINT-STOCK COMPANY**

**Claimant**

**v**

**(1) SULTAN MALIKA**

**(2) SULTAN ALMAS YERMEKULY**

**Defendants**

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**JUDGMENT**

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**Justice of the Court:**

**Justice Patricia Edwards**



### ORDER

UPON the commencement of a Claim on 10 December 2024;

AND UPON the Defendants failing to file a Defence;

IT IS ORDERED that:

- (1) The Defendants shall, by 16:00 Astana time on 26 March 2025, pay to the Claimant:
  - (a) 5,038,897 KZT; and
  - (b) Court fees paid by the Claimant in the amount of 75,583.45 KZT.
- (2) No order as to costs.

### JUDGMENT

1. Pursuant to Educational Services Agreements Nos. 466 and 583 entered into by the Claimant and the Defendants, both dated 7 June 2023 ("the Agreements"), the Claimant school provided educational services to the children of the Defendants. The Agreements are in materially identical terms, with each relating to one of the Defendants' two children.
2. Although each of the Agreements is only signed by one parent, both parents are named parties, and clause 8 provided that the signing parent confirmed the consent of the other parent to the provisions of the Agreements.
3. Pursuant to clause 1 of the Agreements, the parents agreed to pay fees in accordance with the Agreements and the terms of provision of educational services published on the school's website (referred to in the Agreements as "the Terms").
4. Under clause 5 of the Agreements:

*"The parties hereby agree that the School has the right to immediate and unilateral termination of this Agreement if the Parent and/or third party fail to pay Fees according to the schedule established in the Terms."*

5. Clause VI.3 of the Terms also provided that the Claimant could terminate immediately *"if the Parent is late in paying the Fee for more than 10 (ten) working days"*.
6. The Claimant proposed to terminate the Agreements in accordance with a Termination Agreement dated 18 October 2024, due to outstanding debts. This proposal was rejected.

7. By two letters dated 5 November 2024, the Claimant terminated the Agreements, and requested payment of the outstanding debts within five working days.
8. However, on 12 November 2024, the Defendants signed the proposed Termination Agreements, along with Reconciliation Acts, for settlement from 1 January 2023 to 17 October 2024, acknowledging debts owed to the Claimant of 3,343,371 KZT and 1,695,526 KZT, totalling 5,038,897 KZT.
9. Pursuant to clause 3 of the Termination Agreements, the debts were agreed to be paid within five working days, that is by 19 November 2024.

### **Jurisdiction**

10. Pursuant to clause 10 of the Agreements and clause XI of the Terms:

*“Any dispute, whether contractual or non-contractual, arising out of or in connection to this Agreement or Terms, including any question regarding their existence, validity or termination, shall be subject to the exclusive jurisdiction of the AIFC Court.”*

11. The Termination Agreements are short and contained no jurisdiction clause. However, pursuant to the extended *Fiona Trust* principle, where there are two contracts relating to the same relationship but only one contains a jurisdiction clause, it is to be assumed that the parties intended all of their disputes to be determined in the same forum. In the present case I consider it appropriate to proceed on the basis that the parties intended all disputes to be resolved by the AIFC Court.
12. The Claimant claims 5,038,897 KZT. This is equivalent to approximately US\$10,112. As this is less than US\$150,000, it is appropriate that the claim be determined in the Small Claims Court pursuant to Rule 28.1(1) of the AIFC Court Rules.

### **Decision**

13. The Defendants’ Defence was due to be filed by 24 December 2024, but none has been filed. On 30 January 2025, the Second Defendant wrote to the Court saying *“I am willing to pay half of my share of the debt 2,519,448 tenge with a 12-month instalment. Please consider this option.”* There is no suggestion that the Claimant has accepted this offer.
14. It appears from the documents that all disputes between the parties were settled by the Termination Agreements on 12 November 2024, but that the Defendants have failed to pay the sums due.



15. In my judgment the Claimant is entitled to payment of the agreed debts as set out in the two Termination Agreements.
16. Pursuant to Rule 26.9 of the AIFC Court Rules, I consider it appropriate to order the Defendants to pay any Court fees paid by the Claimant in relation to these proceedings.
17. Accordingly, the claim is allowed in full.

By the AIFC Small Claims Court,

Patricia Edwards,  
Justice, AIFC Small Claims Court

**Representation:**

The Claimant was represented by Mr Jumabekov Chingiz, Corporate Lawyer of the “Haileybury Astana School” Non-profit Joint-Stock Company, Astana, Kazakhstan.

The Defendants were represented by themselves.