



16 March 2022

CASE No: AIFC-C/SCC/2022/0005

IZI CHAINA CORPORATE LIMITED LIABILITY COMPANY

Claimant

v

LACQUER CRAFT MFG CO., LTD

Defendant

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**JUDGMENT**

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Justice of the Court:

Justice Tom Montagu-Smith QC

**ORDER**

1. There shall be judgment for the Claimant on the claim. The Defendant shall pay the Claimant US\$ 153,040 by 6pm Nur-Sultan time on 30 March 2022.

**JUDGMENT**

1. In this claim, the Claimant seeks judgment for US\$ 153,040 from the Defendant.



2. The parties entered into 5 contracts dated 10 August 2020, 17 August 2020, 1 September 2020, 15 September 2020 and 16 September 2020 pursuant to which the Claimant agreed to provide railway carriage of goods. The total price agreed for the services was US\$ 153,040. In each case, payment was due by 30 December 2020. The Defendant failed to pay.
3. On 2 January 2021, the Defendant wrote to the Claimant, apologising for the delay in payment. The Defendant asked the Claimant to wait until 1 June 2021, saying *“Our company will pay you in full”*.
4. On the same day, the parties entered into 5 agreements, deferring the date for payment until 28 July 2021. At the same time, the parties agreed to submit any disputes under the agreements to the exclusive jurisdiction agreement of the AIFC Court.
5. The Defendant subsequently failed to make any payment.
6. The Claimant issued this claim on 11 February 2022. The Defendant filed a response on 22 February 2022. The Defendant stated that *“the debt to [the Claimant] is 153,040 USD. For reasons beyond our control, we cannot settle with [the Claimant] until our client has paid for the goods and transportation”*.
7. The Defendant’s response amounts to an admission of the claim. On 3 March 2022, I directed the Defendant to make clear whether it was making a request for time to pay and, if so, to set out that proposal and provide supporting material.
8. On 10 March 2022, the Defendant responded, repeating its earlier response and stating that it could not give specific dates for payment. The Defendant further stated that it could not provide financial information about the company *“as we believe it will jeopardize confidentiality and security”*.
9. In the circumstances, I give judgment for the Claimant in the sum claimed. I allow the usual 14 days for payment under the AIFC Court Rules, Rule 24.15. I decline to grant the Defendant further time to pay. The Defendant has not even provided a proposal, let alone evidence which could justify such a request.

By the AIFC Small Claims Court,

Tom Montagu-Smith QC

**Representation:**

The Claimant was represented by Mr. Lesnikov Petr, CEO of “Lesnikov, Ilyichev and Partners”. The Defendant was not represented.