



16 March 2022

CASE No: AIFC-C/SCC/2022/0006

IZI CHAINA CORPORATE LIMITED LIABILITY COMPANY

Claimant

v

HANGZHOU AGNES TECHNOLOGY CO., LTD.

Defendant

JUDGMENT

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 \$ 158,480 by 6pm Nur-Sultan time on 30 March 2022.

JUDGMENT

1. In this claim, the Claimant seeks judgment for US\$ 158,480 from the Defendant.



2. The parties entered into 5 contracts dated 15 February 2020, 29 June 2020 and 20 August 2020 pursuant to which the Claimant agreed to provide railway carriage of goods. The total price agreed for the services was US\$ 158,480. In each case, payment was due by 30 December 2020. The Defendant failed to pay.
3. On 1 January 2021, the Defendant wrote to the Claimant, apologising for the delay in payment. The Defendant asked to postpone payment until June 2021.
4. On 2 January 2021, the parties entered into 5 agreements, deferring the date for payment until 1 June 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 it did not deny the debt in the amount of US\$ 158,480. However, it claimed to be unable to pay due to the impact of coronavirus restrictions, reduced business activities and payments and delays in ports.
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 provide financial statements.
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.