



IN THE SMALL CLAIMS COURT

OF THE ASTANA INTERNATIONAL FINANCIAL CENTRE

21 February 2025

CASE No: AIFC-C/SCC/2024/0045

Bagissova Natalia Maratovna

Claimant

v

(1) Special-Purpose Company "Project SI SPC Ltd."  
(2) Private Company "Proportunity Management Company Ltd."

Defendants

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JUDGMENT AND ORDER

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Justice of the Court:

Justice Lord Banner KC

### ORDER

- 1) The Claim is allowed.
- 2) It is hereby declared that that Agreement No. REPE-003/017 dated 26 April 2023 has been terminated.
- 3) The Defendants shall be jointly and severally liable to pay the Claimant KZT 1,352,197 within 28 days of this Order.

### JUDGMENT

1. By this claim the Claimant seeks KZT 1,352,197 from the Defendants (which she says are related companies) pursuant to a contract entitled Agreement No. REPE-003/017 dated 26 April 2023 (“the Agreement”) between her and the First Defendant.
2. The Agreement concerned a proposed investment of the Claimant’s funds in Real Estate. The Claimant says that the First Defendant undertook to return the amount of investment no later than 14 months from the start of the Real Estate Project, and did not do so. Hence she seeks the return of the money she transferred to the Second Defendant for the purpose of the investment, as well as the termination of the Agreement, together with an Order for Costs.
3. The claim was filed in accordance with Part 28 of the AIFC Court Rules. It is clear that the Court has jurisdiction, pursuant to the dispute resolution clause in the Agreement, and that the Small Claims Court is the appropriate division having regard to the value of the claim.
4. The Defendants were required to file a Defence by 25 December 2024. They did not do so by that date and has not done so since. There was no indication that service has, or may have, been ineffective.
5. Having considered the Claim Form and the accounting documentation the Court is satisfied, in the absence of any counter-submissions from the Defendants, that the claim is well made.
6. The Court will grant the Claimant the relief sought, namely a declaration that the Agreement is terminated and the damages in the sum sought namely KZT 1,352,197.
7. I turn now to the question of costs. Rule 26.9 of the AIFC Court Rules states:

“The SCC may not order a party to a small claim to pay a sum to another party in respect of that other party’s costs, fees and expenses, including those relating to an appeal, except:

- (1) such part of any Court fees paid by that other party as the SCC may consider appropriate; and
- (2) such further costs as the SCC may assess by the summary procedure and order to be paid by a party who has behaved unreasonably.”

8. The Claimant has not alleged that, or explained how, the Defendants have behaved unreasonably in these proceedings. Accordingly, on balance, the Court concludes that limb (2) of Rule 26.9 has not been made out. There was no applicable Court fee and therefore limb (1) does not apply.

By the Court,

The Lord Banner KC,  
Justice, AIFC Court

**Representation:**

The Claimant was represented by Mr. Artur Yeshpanov, Lawyer, Chamber of Legal Advisers “Center for Privately Practicing Legal Advisers of Almaty”, Almaty, Republic of Kazakhstan.

The Defendants were not represented.