

IN THE COURT OF FIRST INSTANCE
OF THE ASTANA INTERNATIONAL FINANCIAL CENTRE

5 February 2025

CASE No: AIFC-C/CFI/2024/0034

QARMET JOINT STOCK COMPANY

Claimant

v

PRIVATE COMPANY SILK ROAD COAL LTD

Defendant

JUDGMENT AND ORDER

Justice of the Court:

Justice Andrew Spink KC

ORDER

Upon reading the papers identified in paragraph 1 of the Judgment accompanying this Order, the Court orders as follows:

- (a) a default judgment in favour of the Claimant pursuant to Part 9 of the AIFC Court Rules;
- (b) a declaration that the Contract (document at Annexe 1 to the Claim Form, incorporating the technical specification listed as Annexe 2 to the Claim Form) is terminated due to impossibility of performance by the parties to the Contract.

JUDGMENT

1. I have read:
 - (a) the Claim Form ("**Claim Form**") and accompanying documents forming the 8 Annexes specified in Appendix A to the Claim Form;
 - (b) the Claimant's application for default judgment dated 22 December 2024 ("**Application**").
2. The jurisdiction of the AIFC Court is properly engaged by this dispute: see paragraph 9 of the Application.
3. The Defendant was properly served with the Claim Form and accompanying documents: see paragraph 7 of the Application.
4. According to the Court office and the Application paragraph 8 no Acknowledgement of Service has been filed by the Defendant, nor any Defence. Accordingly, the condition precedent to the Claimant being able to issue an application for a default judgment under Part 9 paragraph 9.1 of the AIFC Court Rules is satisfied.
5. The claim seeks, by way of principal remedy, a declaration from the Court to the effect that the contract forming the subject matter of the Claim ("**the Contract**") is "*terminated due to impossibility of performance by the parties to the Contract*". Further unspecified consequential relief is also claimed. See Claim Form paragraph 15.
6. The principal claim for a declaration is not a claim for a remedy in respect of which default judgment is expressed anywhere in the AIFC Court Rules or a Practice Direction to be unavailable. As such, paragraph 9.3(2) of the AIFC Court Rules is not engaged and judgment in default is available in principle in respect of the remedy sought.
7. The Application complies with Part 6 of the AIFC Court Rules. Service of the Application on the Defendant is not required: see paragraph 9.7 of Part 9 of the AIFC Court Rules.

8. In the circumstances it is appropriate to issue a default judgment granting the Claimant a declaration in the following terms: "it is declared that the Contract (document at Annexe 1 to the Claim Form, incorporating the technical specification listed as Annexe 2 to the Claim Form) is terminated due to impossibility of performance by the parties to the Contract".
9. To the extent that the Claimant seeks to pursue further consequential relief pursuant to paragraph 15 of the Claim Form a further application to the Court will be required specifying precisely the relief sought.

By the Court,

Justice Andrew Spink KC
Justice, AIFC Court

Representation:

The Claimant was represented by Mr. Sergei Vataev, Mr. Ilya Kirichenko and Ms. Yelena Dvoretzkaya-Yussupova, Advocates, Legit Advocates' Bureau, Almaty, Republic of Kazakhstan.

The Defendant was not represented.