



IN THE SMALL CLAIMS COURT

OF THE ASTANA INTERNATIONAL FINANCIAL CENTRE

23 December 2022

CASE No: AIFC-C/SCC/2022/0022

MR RISKULOV RUSTAM DANIYAR UGLI

Claimant

V

GRANTLY LLP

Defendant

JUDGMENT

Justice of the Court:

Justice Tom Montagu-Smith KC



ORDER

1. **There shall be judgment for the Claimant on the claim. The Defendant shall pay the Claimant US\$ 35,000.00 by 6pm Astana time on 6 January 2023.**

JUDGMENT

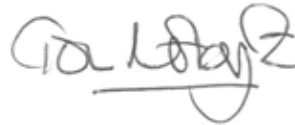
1. The Claimant claims US\$ 35,000 due under a contract he entered into with the Defendant in March 2022 ("**the Contract**") for the provision of services as an education expert.
2. The Claimant submitted his claim on 13 October 2022. On the same date, the Court notified the Defendant that it was obliged to file any defence on or before 27 October 2022. No defence was filed by that date. The Defendant subsequently contacted the Court indicating that it had engaged lawyers and wished to file a defence. I allowed the Defendant an extension of time until 6pm on 9 December 2022. Despite this, the Defendant did not file a defence and has not done so to date. The Defendant has not responded to the substance of the claim at all.
3. On 10 December 2022, the Claimant asked the Court to "*make an absentee decision*" in the case. The Court Rules for default judgment contained in Part 9 do not apply to the Small Claims Division. In light of the Defendant's failure to respond to the claim, I proceed to determine the claim on the evidence submitted by the Claimant and without a hearing, pursuant to AIFC Court Rule 28.39.
4. The Claimant's has produced a copy of the Contract. Clause 6.2 provides:

"Any dispute, whether contractual or non-contractual, arising out of or in connection with this Agreement, including any question relating to its existence, validity or termination shall be subject to the exclusive jurisdiction of the AIFC Court."
5. In light of this, I am satisfied that this Court has jurisdiction to hear and determine the claim, pursuant to Article 13(4)(3) of the AIFC Constitutional Statute and Article 26(1)(d) of the AIFC Court Regulations.
6. The fees due to the Claimant from the Defendant under the Contract were set out in Appendix 1. They included various "*commissions*" for achieving specified milestones. Under paragraph 3.1 of Appendix 1, the Defendant was obliged to pay the Claimant a fee of US\$100,000 for "*the development and accreditation of the "International Foundation Diploma" ofqual*".
7. The Claimant's evidence is that he delivered this milestone. In support, the Claimant produces an agreement ("**the NCC Contract**") which he entered into on behalf of the Defendant with NCC Education Limited ("**NCC**") on 9 April 2022. Under the NCC Contract, the Defendant became accredited to deliver certain educational programmes and qualifications. On 6 May 2022, NCC issued a certificate to the Defendant confirming that the Defendant was accredited to offer the following NCC Education programme: "*Level 3 International Foundation Diploma for Higher Education Studies (L3IFDHES)*".
8. The Claimant says and I agree that this satisfied the requirements under paragraph 3.1 of Appendix 1 of the Contract.
9. On 5 June 2022, the Claimant issued to the Defendant a certificate on works completion. The total value of the works claimed was KZT 45,600,000, of which KZT 45,000,000 was attributable to the fee under Paragraph 3.1 of Appendix 1 of the Contract. That sum was then slightly more than, but is now

slightly less than the US\$ 100,000 fee.

10. The Claimant's evidence is that the Defendant made excuses and ultimately failed to pay, prompting him to bring this claim.
11. The Claimant now claims only US\$ 35,000, not the full sum of US\$ 100,000 provided for in the Contract. The reasons for this are unclear to me. However, the full payment is evidently due and it is open to the Claimant to pursue his claim as he sees fit.
12. In the circumstances, I give judgment for the Claimant in the sum claimed of US\$ 35,000.00. I allow the usual 14 days for payment under the AIFC Court Rules, Rule 24.15.
13. The Claimant further seeks an order freezing all of the accounts of the Defendant and the accounts of its founder. The Claimant refers to AIFC Court Rule 15.1(6), which refers to the Court's power to grant a freezing order.
14. I do not consider that the need for a freezing order has been justified in this case. I would need to be provided with evidence that, amongst other things, if an order was not made, the Defendant's assets were liable to be the subject of unjustified dissipation which would make it harder to enforce the judgment. There is no evidence to support that position and it would seem unlikely, given the relatively modest size of the debt. Nor do I see any basis for an order against any individual. I therefore decline to make that order.

By the Court,



Tom Montagu-Smith KC
Justice, AIFC Court



Representation:

The Claimant was represented by himself.
The Defendant was not represented.