



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

17 June 2025

Case No: AIFC-C/CFI/2025/0017

Kupeshev Talgat Bekshoraevich

Claimant

v

Islamic Organisation for Food Security

Defendant

JUDGMENT AND ORDER

Justice of the Court:

The Lord Banner KC



ORDER

1. The claim is dismissed.
2. No order as to costs.

JUDGMENT

1. By this claim, Kupeshev Talgat Bekshoraevich ("**the Claimant**") seeks various remedies from the Court arising out of the termination of his employment by the Islamic Organisation for Food Security ("**The Defendant**").
2. The Claimant's employment with the Defendant was governed by Employment Agreement No. IFS/EA-30 dated 1st December 2022 ("**the Employment Agreement**").
3. The Defendant resists the claim, including on the basis that the AIFC Court does not have jurisdiction to determine the dispute.
4. Neither party has sought a hearing. I am satisfied that that the matter can properly be determined on the papers.
5. The AIFC Employment Regulation is expressed, by Article 4(1), to apply to "*Employees of AIFC Bodies, AIFC Bodies' organisations, the AIFC participants, and to the Employee's Employee*". The Defendant is not an AIFC Body, an AIFC Body's organisation, or an AIFC Participant.
6. It follows that the AIFC Court does not have jurisdiction by virtue of statute.
7. It is clear from the terms of the Employment Agreement that the parties have not contracted for disputes pursuant and/or in relation to the Employment Agreement to be determined by the AIFC Court. The reference to "*the right to apply directly to the court*" in Clause 16.6 cannot be taken to be a reference to the AIFC Court, as opposed to the applicable city or district court of the Republic of Kazakhstan, which would be the default tribunal for an employment claim against a non-AIFC entity.
8. It follows that the AIFC Court does not have jurisdiction by virtue of agreement between the parties.
9. The result of these conclusions is that the AIFC Court does not have jurisdiction to determine this claim.
10. The claim is therefore dismissed.
11. There shall be no order as to costs. Neither party has suggested that the default position in the Small Claims Court under rule 26.9 of the AIFC Court Rules should not apply in this case.



By Order of the Court,

Justice, The Lord Banner KC,

Justice, AIFC Court

Representation:

Claimant was represented by Mr. Baglan Mamytaliev, Partner, Nexus for Succes Ltd.

The Defendant was represented by Mr Berik Aryn, Director General of IOFS.