



IN THE SMALL CLAIMS COURT

OF THE ASTANA INTERNATIONAL FINANCIAL CENTRE

22 July 2025

CASE No: AIFC-C/SCC/2025/0014

JSC "ASTANA INTERNATIONAL FINANCIAL CENTRE AUTHORITY"

Claimant

v

WEBTN LTD

Defendant

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JUDGMENT

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Justice of the Court:

Justice Patricia Edwards

**ORDER**

UPON the commencement of a Claim on 12 May 2025;

AND UPON no Defence being filed;

IT IS ORDERED that:

1. The Defendant shall, by 16:00 Astana time on 25 July 2025, pay to the Claimant 1,615,122 KZT.
2. No order as to costs.

**JUDGMENT**

1. On 30 April 2024, the parties signed a Sublease, under which the Defendant subleased office No 153 between 1 May and 31 December 2024, in return for paying monthly rent to the Claimant of 501,000 KZT (Clause IV).
2. The Claimant claims outstanding rent for the period from 1 August to 24 September 2024, amounting to 901,800 KZT. The Defendant has not filed a defence.
3. On 23 September 2024, the Claimant wrote to the Defendant terminating the Sublease as of 24 September 2024, pursuant to clause 24 of the General Terms and Conditions in Schedule 1 of the Sublease ("the GTC").
4. The GTC included the following provisions:

*"15 LANDLORD'S RIGHTS AND OBLIGATIONS*

*15.1 The Landlord has the right to require the Tenant to make Lease payments timely and to properly fulfil other obligations under the Agreement.*

...

*16. TENANT'S RIGHTS AND OBLIGATIONS*

...

*16.2.2 to pay the Lease payment when they are due without any deduction, set-off or counterclaim.*

...

#### 17. LEASE PAYMENT

17.4 *The Tenant must take all reasonable and necessary steps to ensure that all payments are received by the Landlord and/or its bank by the due date.*

17.5 *Should the Tenant fail to make payment to the Landlord of any amount payable by it in accordance with the Agreement then the Landlord may ... recover interest at the applicable rate on any monies due but unpaid by the Tenant to the Landlord in accordance with the Agreement, and such interest must be compounded monthly from the due date for payment of the monies in respect of which the interest is chargeable until the payment of such monies made in full. The rate of interest must be the average bank short-term lending rate to prime borrowers prevailing for the currency of payment at the place for payment."*

5. Pursuant to Clause 23 of the GTC, the parties agreed that any dispute would be subject to the exclusive jurisdiction of the AIFC Court. The Claimant claims a total of 1,615,122 KZT. This is equivalent to approximately US\$3,024. As this is less than US\$150,000, it is appropriate that the claim be determined in the Small Claims Court pursuant to Rule 28.1(1) of the AIFC Court Rules.
6. The Defendant has not filed a defence nor any evidence that payment of the claimed rent has been made. Accordingly, I find in the Claimant's favour that it is entitled to payment of rent totalling 901,800 KZT from the Defendant.
7. The Claimant also claims interest under clause 17.5 of the GTC. This provides that interest is due on outstanding payments and should be compounded monthly. The rate of interest is "*the average bank short-term lending rate to prime borrowers prevailing for the currency of payment at the place for payment*". The Claimant has provided evidence and calculations that the total amount of interest due is 713,322 KZT. Again, this has not been challenged by the Defendant.
8. I find that the Defendant is liable to pay to the Claimant rent amounting to 901,800 KZT together with interest in the amount of 713,322 KZT.
9. No order as to costs.



By the AIFC Small Claims Court,

Patricia Edwards,  
Justice, AIFC Small Claims Court

**Representation:**

The Claimant was represented by Ms. Aida Mukuzhanova, Director, Legal Support Department of AIFC Authority JSC.

The Defendant was not represented.