



IN THE COURT OF FIRST INSTANCE

OF THE ASTANA INTERNATIONAL FINANCIAL CENTRE

30 July 2025

CASE No: AIFC-C/CFI/2025/0019

ASKHAT SHARIPOV ILDAROVICH

Claimant

v

(1) BAEV (FORMERLY BARMENBAYEV) ARMAN GIZATOVICH

(2) PROPORTUNITY MANAGEMENT COMPANY LIMITED

(3) SHORTINVEST SPC LIMITED

(4) PROJECT SI SPC LIMITED

Defendants

JUDGMENT AND ORDER

Justice of the Court:
Justice Tom Montagu-Smith KC



ORDER

UPON the Claimant's claim set out in the claim form dated 24 May 2025 ("the Claim Form").

AND UPON the Claimant filing evidence that the Claim Form has been served on the Defendants.

AND UPON the Defendants failing to file an acknowledgement of service or defence within the time required by the AIFC Court Rules.

IT IS ORDERED THAT:

1. The Claimant is granted judgment in default against the Second Defendant pursuant to AIFC Court Rule 9.4.
2. The Second Defendant shall pay the Claimant the sum of KZT 58,000,000.
3. The Second Defendant shall pay the Claimant's costs of the claim, to be assessed if not agreed.



JUDGMENT

1. By this claim, the Claimant claims sums said to be due pursuant to a series of three agreements for investment in property developments. The Claimant says that he concluded the following agreements with the Defendants:
 - 1) An agreement dated 21 September 2021 with the Third Defendant;
 - 2) An agreement dated 29 July 2022 with the Fourth Defendant;
 - 3) An agreement dated 10 April 2023 with the Second Defendant.
2. The Claimant's case is that he invested sums pursuant to the first and second of these agreements and then, in April 2023, reinvested some or all of the proceeds of those investments, together with further fresh cash investment, pursuant to the third agreement.
3. I understand that the First Defendant is the director and beneficial owner of the other Defendants. However, he has not concluded any contract with the Claimant.
4. The Claimant issued these proceedings on 29 May 2025. He has attempted to serve them on the Defendants in a variety of different ways:
 - 1) By courier on 28 April 2025, but the courier company reported that they were unable to complete delivery as the recipient had moved from the address;
 - 2) By sending a Telegram message to the First Defendant on 10 June 2025;
 - 3) By sending a WhatsApp message to the First Defendant on 10 June 2025;
 - 4) By sending an email to three email addresses on 10 June 2025.
5. The Claimant has provided a statement to the effect that the various Telegram, WhatsApp and email addresses were all used by the First Defendant to conduct business on behalf of the other Defendants. I have seen a number of communications to support that. In particular, I have been provided with an investor communication sent by the First Defendant on behalf of the Second Defendant providing one of the email addresses as the contact information for the Second Defendant.
6. The Defendants have not responded to the proceedings.
7. On 15 July 2025, the Claimant requested judgment in default under AIFC Court Rule 9.4.
8. The Court is not required to consider the merits of the claim when considering an application for judgment in default. However, the Court is entitled to examine whether it has at least *prima facie* jurisdiction at this stage. On 16 July 2025, the Court wrote to the Claimant pointing out that there appeared to be no jurisdiction agreement concluded with the First Defendant. As such, it did not appear that the Court had jurisdiction over a claim against him. The Claimant was asked to clarify whether he intended to proceed with that claim and to confirm what sums he claimed against each of the Defendants.
9. On 21 July 2025, the Claimant responded, stating that he did not pursue a claim against the First or Third Defendants. His primary case was that the Second Defendant was liable to him for KZT 58,000,000. His alternative case was that the Fourth Defendant was liable to him for KZT 50,727,800. The Claimant said that the primary issue as between these two cases was whether the contract with the Second Defendant was binding.



10. I consider that it is at least reasonably arguable that the Court has jurisdiction over the claims against the Second and Fourth Defendants under the terms of jurisdiction agreement in the contracts to which they were party.
11. The second agreement was entered into by the Claimant with the Fourth Defendant.
12. The position in respect of the Second Defendant is less clear, but is at least reasonably arguable. The Claimant describes the third agreement as a “draft”, by which he means that it is unsigned. It is also drafted as an agreement between the Claimant and the Fourth Defendant. However, the Claimant has produced WhatsApp messages which support his claim that the money invested pursuant to this agreement was sent to and received by the Second Defendant. The Claimant has also produced a communication sent by the First Defendant on behalf of the Second Defendant which states, in effect, that the third investment (the “Club House”) was a project of the Second Defendant. Without deciding the matter, I consider it is reasonably arguable that the third agreement was concluded by conduct with the Second Defendant when investment monies were paid and accepted, on the terms of the draft third agreement.
13. Each of the agreements states that it will be governed by “the effective” or “the current” “Rules of AIFC”. The first two agreements provided that the AIFC Court should have jurisdiction over any disputes arising “in accordance with paragraph 2, item 7 of the AIFC Rules “On Contracts””. The third agreement provided for the jurisdiction of the “MFCA Court... in accordance with paragraph 2, clause 7 of the AIFC Rules on Contracts.” Without deciding the issue finally, I consider that it is at least reasonably arguable that the third agreement was also intended to confer jurisdiction onto the AIFC Court.
14. By Rule 9.4, a claimant may obtain judgment in default of an acknowledgment of service if the Defendant fails to file an acknowledgment of service or a defence within the time required by the Rules.
15. Where the claim is served, as here, in Kazakhstan, the time for filing an acknowledgement of service is 14 days after service (Rule 7.4(1)). The time for filing a defence is 28 days after filing the Particulars of Claim (Rule 11.23).
16. In this case, the time for filing an acknowledgement of service has expired and the Defendants have not responded. In those circumstances, the conditions for granting judgment in default are met.
17. As the Claimant’s primary case is advanced against the Second Defendant, I grant judgment in default for the full sum claimed against that party. The Second Defendant is entitled to apply to set aside this judgment under Rules 9.18 or 9.19. However, the Second Defendant’s attention is drawn to Rule 9.20. In deciding whether to set aside judgment in default, the Court will have regard to whether the application has been made promptly.

By Order of the Court,

Justice Tom Montagu-Smith KC,
Justice, AIFC Court



Representation:

The Claimant represented himself.