

IN THE COURT OF FIRST INSTANCE

OF THE ASTANA INTERNATIONAL FINANCIAL CENTRE

30 October 2025

CASE No: AIFC-C/CFI/2025/0025

**ROADS DEPARTMENT
OF THE MINISTRY OF INFRASTRUCTURE OF GEORGIA,
REPRESENTED BY THE MINISTRY OF JUSTICE OF GEORGIA**

Claimant

v

TODINI COSTRUZIONI GENERALI S.P.A.

Defendant

JUDGMENT AND ORDER

**Justice of the Court:
Justice Tom Montagu-Smith KC**

JUDGMENT AND ORDER

1. Pursuant to the Arbitration Claim Form dated 20 June 2025, the Claimant seeks an Order from this Court to recognise and enforce the Final Award dated 20 June 2022 made by Dr Daniel Busse, Mr Daniel Hochstrasser, and Mr Laurent Jaeger under the auspices of the International Court of Arbitration of the International Chamber of Commerce (ICC) (France) in case No. 24851/MHM/HBH.
2. Having read the Arbitration Claim Form and the Final Award, it appears to me that the application is justified.
3. Accordingly, I hereby order:
 - a) The Final Award dated 20 June 2022 made by Dr Daniel Busse, Mr Daniel Hochstrasser, and Mr Laurent Jaeger under the auspices of the International Court of Arbitration of the International Chamber of Commerce (ICC) (France) in case No. 24851/MHM/HBH between the Roads Department of the Ministry of Regional Development and Infrastructure of Georgia and Todini Costruzioni Generali S.p.A. (Italy) shall be recognised and enforced;
 - b) The amounts awarded to the Defendant under the Award shall be set off against the amounts awarded to Claimant under the Award; and
 - c) The Defendant shall pay the Claimant the following sums:
 - i) GEL 42,063,694.11 (forty-two million sixty-three thousand six hundred ninety-four Georgian lari and eleven tetri);
 - ii) EUR 2,263,052.90 (two million two hundred sixty-three thousand fifty-two euro and ninety euro cents); and
 - iii) USD 2,530,958.16 (two million five hundred thirty thousand nine hundred fifty-eight US dollars and sixteen cents).
4. The Defendant shall pay the Claimant post-judgment interest on the amounts set out in paragraphs 3.c)i) – 3.c)iii) above at 7%, 2.5% and 3.25% per annum, respectively, compounded annually, starting on 30 October 2025.
5. The Defendant shall pay the Claimant's costs of the claim, to be assessed if not agreed.
6. The Defendant is entitled to apply to set aside this Order within 14 days of service upon it of this Order.
7. This Order shall not be enforced (a) until after the end of the period set out in paragraph 6 above or (b) until after any application made by the Defendant within that period has been finally disposed of, whichever is the later.

REASONS

8. The Claimant's application is made without notice to the Defendant. Any conclusions I draw are therefore necessarily preliminary and subject to any application by the Defendant to set aside the Order I make. Despite that, two issues arise on which I consider it would be appropriate to provide brief comments at this stage.
9. The first issue concerns jurisdiction. The jurisdiction of this Court is set out in the Constitutional Statute of the AIFC. It is said that jurisdiction in this case arises under Article 14(4) of the Constitutional Statute. In the translation of the Constitutional Statute which appears on the website of the Court, Article 14(4) is said to read as follows:

“Awards of arbitration courts in the Republic of Kazakhstan are to be recognised and enforced in the territory of the AIFC in accordance with legislation of the Republic of Kazakhstan.”
10. The Claimant's position is that Article 14(4) is apt to confer jurisdiction onto the Court where a claim is advanced which falls within its terms. I agree that that is (at least) reasonably arguable at this stage. If that proposition is disputed by the Defendant, it can be considered more fully at that stage.
11. However, this application concerns an award from an arbitration seated in Paris. I therefore asked the Claimant to explain how it was said that its claim fell within the terms of the Statute. On one view, it would not appear that a claim to enforce a Paris award was a claim to enforce an “award of an arbitration Court in the Republic of Kazakhstan”.
12. In their submissions in response to this request, the Claimant states that the translation of Article 14(4) in the version published on the AIFC Court website is wrong and that the official versions of the text state, in translation, as follows:

“Recognition and enforcement of arbitral awards in the territory of the Centre shall be carried out in accordance with the legislation of the Republic of Kazakhstan.”
13. The qualifying requirement that the award be of an “arbitration Court” in Kazakhstan does not, it is said, appear in the text. Having read the submissions of the Claimant, in my view it is strongly arguable that they are correct on this point. In the circumstances, I am satisfied for present purposes that I have jurisdiction to make the Order sought. It is of course open to the Defendant to apply to dispute jurisdiction and argue that this is wrong.
14. The Claimant advanced other grounds on which it said jurisdiction arose. Given my conclusions above, it is not necessary to reach a view on those submissions and I do not do so. It will be open to the Claimant to advance those alternative arguments if and when the Defendant disputes jurisdiction.
15. The second issue which arises is service. In its Claim Form, the Claimant appears to ask for an order for alternative service. That was not however included in its draft order. In my view, there is no need for an Order for alternative service, given the terms of the Rules.



By Order of the Court,

Justice Tom Montagu-Smith KC,
AIFC Court

Representation:

The Claimant was represented by Mr Sergey Vataev, authorised by power of attorney.