



IN THE COURT OF FIRST INSTANCE

OF THE ASTANA INTERNATIONAL FINANCIAL CENTRE

3 October 2025

CASE No: AIFC-C/CFI/2025/0038

MR. VADIM MIROPOLSKIY

Claimant

v

(1) "HALYK AGRO TRADE" LLP

(2) MR. ALEXANDER KVITASH

(3) MR. DENIS KVITASH

Defendants

JUDGMENT AND ORDER

Justice of the Court:

The Lord Faulks KC

JUDGMENT AND ORDER

1. Pursuant to a Claim Form made on 11 September 2025 the Claimant seeks an Order from this Court to recognise and enforce the measures set forth in Part M of the IAC Arbitration Award dated 9 September 2025 made by Mr. Ilya Kirichenko, the sole arbitrator appointed by a letter dated 3 April 2025 of Mr. Thomas Krümmel, the Chairman of the International Arbitration Centre, in IAC Arbitration Case No 31/2025.
2. Having read the Award it appears to me that the application is justified. Accordingly, I hereby order:
 - 1) The claim of Mr. Vadim Evgenievich Miropolsky against Halyk Agro Trade LLP, Mr. Denis Alexandrovich Kvitash and Mr. Alexander Anatolievich Kvitash for recovery, jointly and severally, of the principal debt under Guarantee Agreement No. L-0293/9G dated 24 February 2023 and Loan Agreement No. L-0293/9 dated 24 February 2023, in the amount of KZT 500,000 (five hundred thousand), is upheld. Halyk Agro Trade LLP, Mr. Denis Alexandrovich Kvitash and Mr. Alexander Anatolievich Kvitash are ordered, jointly and severally, to pay to Mr. Vadim Evgenievich Miropolsky the amount of KZT 500,000 (five hundred thousand).
 - 2) The claim of Mr. Vadim Evgenievich Miropolsky against Halyk Agro Trade LLP, Mr. Denis Alexandrovich Kvitash and Mr. Alexander Anatolievich Kvitash for recovery, jointly and severally, of remuneration in the amount of KZT 48,333 (forty-eight thousand three hundred thirty-three) is upheld in part. Halyk Agro Trade LLP is ordered to pay to Mr. Vadim Evgenievich Miropolsky remuneration in the amount of KZT 48,333 (forty-eight thousand three hundred thirty-three).
 - 3) The claim of Mr. Vadim Evgenievich Miropolsky against Halyk Agro Trade LLP for recovery of the amount of KZT 25,000 (twenty-five thousand) as compensation for currency risks, as provided in Clause 2.3.1 of Loan Agreement No. L-0293/9 dated 24 February 2023, is rejected.
 - 4) The claim of Mr. Vadim Evgenievich Miropolsky against Halyk Agro Trade LLP for recovery of the amount of KZT 25,000 (twenty-five thousand) as a one-off penalty for delay in the payment of monthly remuneration exceeding 60 (sixty) calendar days, pursuant to Clause 6.5 of Loan Agreement No. L-0293/9, is upheld. Halyk Agro Trade LLP is ordered to pay to Mr. Vadim Evgenievich Miropolsky the amount of KZT 25,000 (twenty-five thousand).
 - 5) The claim of Mr. Vadim Evgenievich Miropolsky against Halyk Agro Trade LLP for recovery of the accumulated penalty interest as of 25 July 2025 in the amount of KZT 281,800 (two hundred eighty-one thousand eight hundred), calculated at the rate of 0.1% (zero point one per cent) for each calendar day of delay in performance, as provided in Clauses 6.4, 6.5, 6.6 and 6.7 of Loan Agreement No. L-0293/9 dated 24 February 2023, is upheld. Halyk Agro Trade LLP is ordered to pay to Mr. Vadim Evgenievich Miropolsky the amount of KZT 281,800 (two hundred eighty-one thousand eight hundred).
 - 6) Halyk Agro Trade LLP, Mr. Denis Alexandrovich Kvitash and Mr. Alexander Anatolievich Kvitash are ordered, jointly and severally, to pay to Mr. Vadim Evgenievich Miropolsky arbitration costs incurred by him in the amount of KZT 124,900 (one hundred twenty-four thousand nine hundred).
3. The Defendants are given liberty to apply to have this Order set aside within 14 days of service upon it of this Order.



4. This Order shall not be enforced (a) until after the end of the period set out in paragraph 3 above or (b) until after any application made by the Defendant within that period has been finally disposed of, whichever is the later.

By Order of the Court,

Justice The Lord Faulks KC,
Justice, AIFC Court

Representation:

The Claimant represented himself.

The Defendants were not represented.