



IN THE COURT OF FIRST INSTANCE

OF THE ASTANA INTERNATIONAL FINANCIAL CENTRE

3 October 2025

CASE No: AIFC-C/CFI/2025/0039

Vadim Miropolskiy

Claimant

v

(1) "BIOPROM TECHNOLOGIES" LLP

(2) Ramazan Bakishev

(3) Darkhan Balpanov

Defendants

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JUDGMENT AND ORDER

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Justice of the Court:

The Lord Faulks KC

## JUDGMENT AND ORDER

1. Pursuant to a Claim Form made on 12 September 2025 the Claimant seeks an Order from this Court to recognise and enforce the measures set forth in para 20, Part “Order” of the IAC Arbitration Award dated 17 July 2025 made by Ms. Indira Yeleusizova, the sole arbitrator appointed by a letter dated 9 July 2025 of Mr. Thomas Krümmel, the Chairman of the International Arbitration Centre, in IAC Arbitration Case No 128/2025.

2. Having read the Award it appears to me that the application is justified. Accordingly, I hereby order:

approval of the amicable settlement agreement between Mr. Vadim Miropolskiy and LLP “BIOPROM TECHNOLOGIES,” Ramazan Bakishev, and Darkhan Balpanov, under the terms of which:

1) the total amount of debt owed by LLP “BIOPROM TECHNOLOGIES,” Ramazan Bakishev, and Darkhan Balpanov to Vadim Miropolskiy is KZT 1,451,460 (one million four hundred fifty-one thousand four hundred sixty tenge), which shall be paid jointly and severally by LLP “BIOPROM TECHNOLOGIES,” Ramazan Bakishev, and Darkhan Balpanov in three equal instalments:

- KZT 671,460 (six hundred seventy-one thousand four hundred sixty tenge) – no later than 31 July 2025;
- KZT 350,000 (three hundred fifty thousand tenge) – no later than 31 August 2025;
- KZT 430,000 (four hundred thirty thousand tenge) – no later than 30 September 2025.

Proper performance of the Settlement Agreement shall be deemed the timely payment of all three (3) instalments in full;

2) in case of improper performance of the Settlement Agreement by LLP “BIOPROM TECHNOLOGIES,” Ramazan Bakishev, and Darkhan Balpanov:

- In addition to the existing debt specified in Clause 1 of the Settlement Agreement, a penalty shall be charged to Vadim Miropolskiy on the overdue payment(s) at a rate of 0.1% (zero point one percent) for each calendar day of delay;
- Vadim Miropolskiy shall have the right to immediately enforce the Settlement Agreement by applying to the AIFC Court for a writ of execution for the entire remaining amount, including the accrued penalty;

3) LLP “BIOPROM TECHNOLOGIES”, Ramazan Bakishev, and Darkhan Balpanov shall have the right to repay the debt in full ahead of schedule. If LLP “BIOPROM TECHNOLOGIES”, Ramazan Bakishev, and Darkhan Balpanov make the first two (2) payments specified in Clause 1 of the Settlement Agreement in a timely and full manner, and the third payment is made no later than 30 September 2025, Vadim Miropolskiy undertakes to reduce the amount of the third payment from KZT 430,000 (four hundred thirty thousand tenge) to KZT 350,000 (three hundred fifty thousand tenge). In that case, the total amount of debt of LLP “BIOPROM TECHNOLOGIES”, Ramazan Bakishev, and Darkhan Balpanov to Vadim Miropolskiy shall amount to KZT 1,371,460 (one million three hundred seventy-one thousand four hundred sixty tenge);

all payments by LLP “BIOPROM TECHNOLOGIES,” Ramazan Bakishev, and Darkhan Balpanov shall be made by bank transfer to the Claimant’s bank account using the following details: Vadim Miropolskiy IIN:

IIC:

BIC:

Payment Reference:

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 Defendants within that period has been finally disposed of, whichever is the later.

By Order of the Court,

The Lord Faulks KC,  
Justice, AIFC Court

**Representation:**

The Claimant represented himself.

The Defendants were not represented.