

IN THE COURT OF FIRST INSTANCE

OF THE ASTANA INTERNATIONAL FINANCIAL CENTRE

19 December 2025

CASE No: AIFC-C/CFI/2025/0046

Temirzhol Zhondeu LLP

Claimant

v.

CITIC Constructions Co. Ltd.

Defendant

JUDGMENT AND ORDER

Justice of the Court:

Justice The Lord Faulks KC

ORDER

1. The Claim is satisfied.
2. The Defendant shall pay the Claimant the sum of KZT 228,429, 662.08 within 14 days, i.e. **by no later than 17:00 Astana time on Friday 2 January 2026.**

JUDGMENT

1. The Claimant seeks to enforce an arbitral award made against the Defendant, who has withheld the sum of KZT 228,429,662.08.
2. The dispute arises out of a highway maintenance construction contract.
3. The matter was referred to arbitration in accordance with the terms of the contract between the parties. The sole arbitrator appointed was Ms Elena Viktorina Nesterova. The seat of the arbitration was the AIFC, Astana, Republic of Kazakhstan.
4. After some initial delays, the parties reached a settlement of their dispute which was incorporated in an agreed Arbitration Award.
5. I have considered all the documents, including a skeleton argument filed on behalf of the Claimant. The Defendant declined the opportunity to file a skeleton argument but, in a short hearing, I heard from Mr Gilazhov on behalf of the Defendant and from Mr Tyutrin on behalf of the Claimant.
6. The Defendant's arguments have varied. In correspondence they justified withholding all, or some of the 228 million KZT on the basis that their customer had decided to reduce the scope of its order with the Defendant. For the reasons advanced in the Claimant's skeleton, I am entirely satisfied that whatever the changes the Defendant may or may not have made in the scope of the works required, such a change was a matter between the Defendant and its customer and did not alter the agreement to pay reached between the Claimant and the Defendant.
7. Another argument was advanced during the hearing. It was said that the outstanding monies could not be paid until some documentation had been provided. I was unconvinced by this alternative argument. It had not been referred to in the agreed Arbitration Award and, as Mr Tyutrin pointed out, any such documentation could easily have been provided if requested. In my judgment this was simply an excuse not to pay and one with no legal basis.
8. I confirm that my analysis is entirely consistent with Kazakhstan law.
9. In these circumstances, I order the Defendant to pay to the Claimant within 14 days the sum of KZT 228,429, 662.08.

By the Court,

The Lord Faulks KC,
Justice, AIFC Court



Representation:

The Claimant was represented by Mr. Nikita Tyutrin, QazAvtoZhol, in-house lawyer, Astana c., Republic of Kazakhstan.

The Defendant was represented by Mr. Marat Gilazhov, CITIC Constructions Co. Ltd., Astana c., Republic of Kazakhstan.