



IN THE COURT OF FIRST INSTANCE

OF THE ASTANA INTERNATIONAL FINANCIAL CENTRE

3 December 2025

CASE No: AIFC-C/CFI/2025/0059

Vadim Miropolskiy

Claimant

v

(1) "TANDAU FINANCE" LLP

(2) "UNIPARK" LLP

(3) Abdrakhman Zhasulan Serikuly

(4) Abdrakhman Mahabbat Serikkyzy

(5) Kulbatyrova (formerly Abdurakhmanova) Tamila Zhasulankyzy

Defendants

JUDGMENT AND ORDER

Justice of the Court:
Tom Montagu-Smith KC



JUDGMENT AND ORDER

1. Pursuant to a Claim Form made on 7 November 2025 the Claimant seeks an Order from this Court to recognise and enforce the measures set forth in para “M” of the IAC Arbitration Award dated 25 September 2025 made by Mr. Ilya Vladimirovich Kirichenko, the sole arbitrator appointed by a letter dated 17 April 2025 of Mr. Thomas Krümmel, the Chairman of the International Arbitration Centre, in IAC Arbitration Case No. 36/2025.
2. Having read the Award it appears to me that the application is justified. Accordingly, I hereby order:
 - 1) The claim of Vadim Evgenievich Miropolskiy against TANDAU FINANCE LLP , UNIPARK LLP , Zhasulan Serikuly Abdrakhman, Makhabbat Serikkizy Abdrakhman, and Tamila Zhasulankyzy Abdurakhman for recovery, jointly and severally, of the principal debt under Loan Agreement No. L-0750/67 dated 16 November 2023 in the amount of KZT 500,000 (five hundred thousand) – is upheld, and TANDAU FINANCE LLP , UNIPARK LLP , Zhasulan Serikuly Abdrakhman, Makhabbat Serikkizy Abdrakhman, and Tamila Zhasulankyzy Abdurakhman are ordered, jointly and severally, to pay to Vadim Evgenievich Miropolskiy the amount of KZT 500,000 (five hundred thousand).
 - 2) The claim of Vadim Evgenievich Miropolskiy against TANDAU FINANCE LLP for recovery under the Loan Agreement in the amount of KZT 215,075 (two hundred fifteen thousand seventy-five), consisting of: remuneration of KZT 25,000 (twenty-five thousand), currency compensation of KZT 25,000 (twenty-five thousand), fine for delay of KZT 25,000 (twenty-five thousand), and penalty of KZT 140,075 (one hundred forty thousand seventy-five) - is upheld in part, and TANDAU FINANCE LLP is ordered to pay to Vadim Evgenievich Miropolskiy: remuneration in the amount of KZT 25,000 (twenty-five thousand); the amount of KZT 25,000 (twenty-five thousand) as a fine for delayed payment; and penalty in the amount of KZT 130,000 (one hundred thirty thousand). The remainder of the claim is dismissed.
 - 3) TANDAU FINANCE LLP, UNIPARK LLP, Zhasulan Serikuly Abdrakhman, Makhabbat Serikkizy Abdrakhman, and Tamila Zhasulankyzy Abdurakhman are ordered, jointly and severally, to pay to Vadim Evgenievich Miropolskiy the amount of KZT 181,825 (one hundred eighty-one thousand eight hundred twenty-five) in respect of the arbitration costs incurred by him.
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,

Tom Montagu-Smith KC,
Justice, AIFC Court



Representation:

The Claimant was represented by Mr. Vadim Miropolskiy.

The Defendant was not represented.