



IN THE SMALL CLAIMS COURT

OF THE ASTANA INTERNATIONAL FINANCIAL CENTRE

12 February 2026

CASE No: AIFC-C/SCC/2025/0068

TURAN RESOURCES LIMITED

Claimant

v

TAU PROJEKT, LLP

Defendant

JUDGMENT

Justice of the Court:
Justice Josephine Higgs KC

JUDGMENT

1. INTRODUCTION

- 1.1. The Claimant, Turan Resources Limited (the “**Claimant**”), commenced a claim against Tau Projekt (the “**Defendant**”), by submitting a Claim Form to the AIFC Court which was issued by the AIFC Court on 20 November 2025.
- 1.2. In its Claim Form, the Claimant claims repayment of an advance payment of KZT 20,100,000 paid by the Claimant to the Defendant pursuant to Contract No. TR-25/02 dated 19 March 2025, and payment of contractual penalties of KZT 6,700,000, together with legal expenses.
- 1.3. The Claimant has filed a certificate of service confirming that the Claim Form was delivered to the Defendant by courier on 25 November 2025 and was received by D Kadralin, a director of the Defendant.
- 1.4. The Defendant has not served a Defence.

2. JURISDICTION OF THE SMALL CLAIMS COURT

- 2.1. The Construction Contract No. TR-25/02 dated 19 March 2025 (referred to in this Judgment as the “**Contract**”) provides as follows in relation to dispute resolution and governing law:
 - 2.1.1. Clause 11.1 provides that all disputes arising in connection with the Contract shall be resolved through negotiation.
 - 2.1.2. Clause 11.2 provides that if it proves impossible to resolve disputes through negotiations, any disputes arising under the Contract shall be subject to the exclusive jurisdiction of the Court of the Astana International Finance Centre and that the Contract is governed by the law of the Republic of Kazakhstan.
- 2.2. The Defendant has not contested the jurisdiction of the AIFC Court.
- 2.3. I am satisfied that the AIFC Small Claims Court has jurisdiction over the Claimant’s claim, pursuant to Article 11.2 of the Contract.

3. DETERMINATION ON THE PAPERS

- 3.1. In its Claim Form, the Claimant asked for the claim to be determined on the papers. In my view, it is appropriate to do so. Accordingly, pursuant to Rule 28.39 of the AIFC Court Rules, I have considered and determine this claim on the papers, i.e. on the basis of the Claim Form, which is signed by a statement of truth, and the documents appended to the Claim Form.

4. THE FACTS

- 4.1. On 19 March 2025, the Claimant and the Defendant entered into the Contract, a copy of which is appended to the Claim Form, pursuant to which the Defendant agreed to design a rotational shift

camp. The agreed period for performance of the works set out in the Appendix to the Contract was 3 months.

- 4.2. The Defendant submitted an invoice dated 19 March 2025 (which is appended to the Claim Form) to the Claimant for an advance payment of KZT 20,100,000. As evidenced by Payment Order No. 111 dated 20 March 2025 appended to the Claim Form, the Claimant made an advance payment of KZT 20,100,000 to the Defendant.
- 4.3. On 17 April 2025, the Defendant wrote to the Claimant requesting initial data necessary to conduct the works under the Contract. By emails on 22 April 2025 and 12 May 2025, the Claimant sent the requested data to the Defendant.
- 4.4. On 16 July 2025, the Claimant wrote to the Defendant noting that the deadline for performance of the works expired on 19 June 2025 but the works had not been completed and that only a preliminary draft design had been submitted. The Claimant's letter noted that this constituted a breach of the terms of the Contract which might result in penalties, claim for losses, suspension of payment and unilateral termination of the Contract. The Claimant asked the Defendant for a detailed schedule for completion of the works and an explanation of the reason for the delay, and for the Defendant to take comprehensive measures to ensure the completion of the works within the shortest possible time-frame. The Claimant requested a response within 5 business days, failing which the Claimant would initiate procedures to protect its rights, including recourse to judicial authorities.
- 4.5. On 18 September 2025, the Claimant sent the Defendant a notice of termination of the Contract, demanding repayment of the advance amount of KZT 20,100,000 and payment of a penalty in the amount of KZT 6,700,000. The letter stated that if the Defendant failed to comply with this demand, the Claimant would be compelled to apply to judicial authorities for compulsory collection of the advance payment and penalties, and court costs.
- 4.6. It is alleged in the Claim Form that the Defendant has not replied to the Claimant's demands and does not respond to phone calls. The Claimant's letter of 18 September 2025 similarly states: *"Responses from the Contractor to letters and calls from the Customer have still not been received"*.

5. RELEVANT CONTRACTUAL TERMS

- 5.1. The Contract is in Russian, but an English translation has been provided to the Court. This Judgment records the terms of the Contract in the English translation of the Contract appended to the Claim Form, rather than the terms as quoted in the Claim Form.¹
- 5.2. Clause 5.1 provides that the period for performance of the Works, including the commencement date, shall be determined by the parties in the Appendix to the Contract. Item 24 of the Appendix provides that the Completion Timeframe is 3 months.

¹ There are minor differences between the terms quoted in the Claim Form and the terms in the English translation of the Contract.

5.3. Clause 5.3 provides as follows:

“The completion date for Works as established by the Parties shall serve as the reference point for the Customer to lodge claims against the Contractor in cases where the Contractor breaches the deadline for performance of Works. Payment by the Contractor of the penalties provided for in the Contract shall not constitute the sole or exclusive measure of the Contractor's liability for breach of the deadlines for performance of Works established by the Contract. The Customer shall also have the right to demand from the Contractor compensation for all losses incurred as a result of such breach of deadlines...”

5.4. Clause 6.1.1 provides that the Contractor (i.e. the Defendant) undertakes, among other things, to *“ensure timely performance of all Works provided for in the Contract in accordance with the terms hereof, the Terms of Reference and the Works Schedule”*.

5.5. Clause 9.1 provides as follows:

“The Parties shall bear liability for non-performance or improper performance of their obligations under this Contract in accordance with the terms of the Contract and, in cases not provided for in this Contract, in accordance with the legislation of the Republic of Kazakhstan.”

5.6. Clause 9.2 provides as follows:

"Should the Contractor breach the deadline for performance of Works, including the commencement date of Works, or the deadline established for commencement or completion of any stage of Works, the Customer shall have the right to demand from the Contractor (by submitting an appropriate written demand) payment of a penalty in the amount of 1% (one percent) of the cost of the Works (including VAT) for which the deadlines were breached, for each day of delay.

In the event that the delay from the deadlines for performance of Works (including deadlines for individual stages of Works) established in the Works Schedule exceeds 30 (thirty) calendar days through the fault of the Contractor, the Customer shall have the right to additionally demand from the Contractor payment of a fine in the amount of 10% (ten percent) of the Total Contract Amount (including VAT)."

5.7. Clause 9.3 provides as follows:

"Should the Contractor breach the deadlines for performance of Works for reasons beyond the Customer's control by more than 30 (thirty) calendar days, the Customer shall have the right to refuse to perform the Contract unilaterally in accordance with sub-clause (a) of Clause [10.4]² of the Contract. In such case, the Contract shall be deemed terminated from the date of sending the relevant notice to the Contractor. The Contractor shall then undertake to return to the Customer any advance payment made (if advance payment occurred), as well as to pay to the Customer the penalty and fine calculated in accordance with Clause 9.2 of the Contract, within 3 (three) business days from the date of receipt of the Customer's notice of refusal to perform the Contract."

Clause 12.4 is referred to; this appears to be a typographical error for Clause 10.4.

5.8. Clause 10.4(a) provides as follows:

“The Customer shall have the right to refuse to perform the Contract (partially or in full) and to demand from the Contractor compensation for losses incurred in the following cases:

(a) the Contractor fails to commence performance of the Contract in a timely manner or performs works so slowly that their completion by the deadline becomes impossible;”

5.9. This contractual provision reflects Article 627(2) of the Civil Code of the Republic of Kazakhstan which provides:

“If the contractor fails to commence performance of the contract in due time or performs the work so slowly that its completion within the agreed term becomes clearly impossible, the customer has the right to withdraw from the contract and claim damages.”

6. THE CLAIMANT’S CLAIM FOR REPAYMENT AND PENALTIES

6.1. On the basis of the allegations in the Claim Form, and the documents appended to the Claim Form evidencing those allegations, and in the absence of a Defence denying any of those allegations, I find that:

6.1.1. The Defendant was in breach of the Contract by failing to complete the works within the agreed timeframe of 3 months.

6.1.2. Pursuant to Clause 9.3 and Clause 10.4(a) of the Contract, the Claimant was entitled to terminate the Contract, and by its letter of 18 September 2025, has validly terminated the Contract.

6.1.3. Pursuant to Clause 9.3 of the Contract, the Defendant is required to repay the advance payment of KZT 20,100,000 to the Claimant.

6.1.4. The Claimant is also entitled to penalties pursuant to Clause 9.2 of the Contract. The penalties calculated in accordance with Clause 9.2 of the Contract would be significantly in excess of 10% of the total value of the Contract. The Claimant has limited its penalties claim to KZT 6,700,000, being 10% of the value of the Contract, on the basis that amount constitutes fair and reasonable compensation, in accordance with Article 8(4) of the Civil Code of the Republic of Kazakhstan. In my judgment, the Claimant is entitled to payment of penalties in the amount of KZT 6,700,000.

7. LEGAL EXPENSES

7.1. The Claimant’s claim originally included a claim for legal expenses totalling KZT 559,800. The Claimant amended the amount of the claim in respect of legal expenses to exclude the Court filing fee, and therefore amended the amount of the legal expenses claim to KZT 157,800.

7.2. By Rule 26.9 of the AIFC Court Rules, the Small Claims Court does not have power to order a party to pay a sum to another party in respect of costs, except (1) for such part of any Court fees as the Small Claims Court considers appropriate, or (2) such further costs as the Small Claims Court may assess by the summary procedure and order to be paid by a party who has behaved unreasonably.

7.3. I consider that it is appropriate that the Defendant should pay the Court fee which the Claimant has paid of KZT 410,397. I also consider that the Defendant has behaved unreasonably in failing to respond to the Claimant's letters and demands, causing the Claimant to commence this claim and incur legal expenses. I therefore conclude that the Defendant should pay the Claimant's legal expenses of KZT 157,800.

8. CONCLUSION

8.1. For the reasons set out above, the Claimant is entitled to judgment in the following sums:

8.1.1. Repayment of the advance payment of KZT 20,100,000;

8.1.2. Penalties in the sum of KZT 6,700,000.

8.1.3. Court fee of KZT 410,397.

8.1.4. Legal expenses of KZT 157,800.

8.2. For the reasons set out above, THE COURT ORDERS THE DEFENDANT TO PAY THE SUM OF KZT 27,368,197 TO THE CLAIMANT WITHIN 28 DAYS FROM TODAY'S DATE.

By Order of the Court,

Josephine Higgs KC,
Justice, AIFC Small Claims Court

Representation:

The Claimant was represented by Mr Jenbekov Kaiser.

The Defendant was not represented.