



IN THE SMALL CLAIMS COURT  
OF THE ASTANA INTERNATIONAL FINANCIAL CENTRE

1 April 2026

CASE No: AIFC-C/SCC/2025/0043

Haileybury Almaty Non-Profit Joint-Stock Company

Claimant

v.

(1) Mahammad Mirzaei Kahagh

(2) Nasim Mirzaei Kahagh

Defendants

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JUDGMENT

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Justice of the Court:

Justice Saima Hanif KC

**ORDER**

1. **The Claim is allowed against the Defendants.**
2. **The Defendants shall pay to the Claimant the total sum of KZT 8,108,630, and the Court fee of KZT 121,629.45 by no later than 15 April 2026.**

**JUDGMENT**

**Introduction**

1. By a claim registered on 15 October 2025, the Claimant seeks various remedies from the AIFC Small Claims Court arising out of a written Educational Services Agreement with the Defendants (henceforth “**the Contract**”).
2. The Claimant has requested that the claim be dealt with on the papers.
3. I have been provided with a document, demonstrating that the Claim was served on the Defendants.
4. As at the date of this judgment, the Defendants has not filed any defence with the Court, or otherwise communicated with the Claimant or the Court.
5. As I am satisfied that the Defendants has been properly served the claim form, I will proceed to determine the claim on the papers provided by the Claimant.

**Jurisdiction**

6. On 7 June 2023, the parties entered into the Contract. Clause 10 of the Contract states as follows:  
  
“In case of unresolvable disputes between the Parties, they shall be subject to the exclusive jurisdiction of the court in accordance with the procedure provided by the Terms.”
7. At section 2, paragraph 10 of the Claim Form, the Claimant relies on paragraph X1.1 of the Terms of Educational Services as conferring jurisdiction on the AIFC Court to consider the dispute.
8. Clause XI, entitled “Disputes” states:  
  
“X1.1. Any dispute, whether contractual or non-contractual, arising out of or in connection to this Agreement or Terms, including any question regarding their existence, validity, or termination shall be subject to the exclusive jurisdiction of the AIFC Court...”
9. I am satisfied that the AIFC Court does have jurisdiction and that is appropriate for determination by the Small Claims Court (“**SCC**”) having regard to Rule 28.2 of the AIFC Court Rules (“**the Court Rules**”).

**The Parties**

10. The Claimant is “Haileybury Almaty” Non-profit Joint Stock Company (henceforth “the School”). It is an international private British school in Almaty.

11. The Defendants individually entered into the Contract (see below). They are the parents of the student who was admitted to the School.

#### **The Terms of the Contract**

12. On 7 June 2023, the parties entered into written agreement, described as the “Educational Services Agreement” (“the Contract”). The Contract is entitled “Agreement 535”.
13. Under the Contract, the School agreed to provide educational services for the child of the claimants, who was specifically identified in the Contract.
14. Clause 1 of the Agreement provides as follows:

“The School provides to the Parent services of educating the Pupil...from 24/08/2023...to the Pupil’s Leave date...and the Parent and/or the third party pays the School Fees, in accordance with this Agreement and “Terms of educational services provision” published on the School’s website link <https://www.haileybury.kz.en/almaty/terms> (further – “Terms”).”

15. This was repeated at clause 7, which states:

“The Terms published on the School’s website link <https://www.haileybury.kz.en/almaty/terms> are an integral part of this Agreement and are construed jointly with this Agreement as a single document.”

16. I am therefore satisfied that the terms which are available on the School’s website (“**the Terms**”) are incorporated into the Agreement between the parties.
17. The Agreement was signed by both Defendants who signed respectively as “Parent 1” and “Parent 2”.
18. Under the Terms state as material, “Parent” is expressly defined as “a person who signed the ESA and is legally accountable for fulfilment of his/her obligations under the Agreement.”
19. Clause IV.1(6) provides that the Parent shall be obliged to “Pay Fees in accordance with the established Payment Terms.”
20. Clause VI.3 of the Terms expressly provides that “the School shall have the right to immediately terminate the Agreement unilaterally if the Parent is late in paying the Fee for more than 10 (ten) working days.”

#### **Notice Of Termination**

21. On 16 September 2025, the Claimant sent the first Defendant a notice, entitled “Notice of Termination of the Agreement” (“the Notice”). Pursuant to the Notice, the Claimant stated as follows:

“In violation of the terms of the Agreement, you failed to comply with the payment deadlines...

The “Haileybury Almaty” Non-Profit JSC has repeatedly requested that you settle the outstanding debt, however, full payment has not been received to date.

Due to the fact that the tuition fee has not been paid by you in accordance with the terms of the Agreement, we hereby notify you that as of 16 September 2025, the “Haileybury Almaty” Non-Profit JSC, pursuant to Clause 5 of the Agreement and Clause VI.3 of the Terms, unilaterally terminates the Educational Services Agreement No. 535 dated June 7, 2023.

We also request that you settle the outstanding debt under the Agreement in the amount of 8 108 630 (eight million one hundred eight thousand six hundred thirty) KZT within five (5) business days from the date of this notice. Otherwise, the School will be forced to apply to the judicial authorities to protect its rights.”

22. Enclosed with the Notice was a reconciliation statement setting out the sums owed to the School, by the Defendants as at 15 September 2025.
23. I have been provided with a document from a courier service (“Pony Express LLP”) which confirms that the Notice was delivered to the first Defendant on 16 September 2025, and was signed by “Serikova”.
24. The Defendants did not respond to the Notice. At section 2, paragraph 6 of the Claim Form, the School states that the Defendants “have not effected payment as of the present date.”
25. The Claim was issued on 15 October 2025 and the registration fee of KZT 121,629.45 was paid by the Claimant on 22 October 2025.

#### **Legal Grounds For The Claim**

26. The legal basis for the Claimant’s challenge is set out at Section 2 paragraphs 1 –10 of the Claim Form. In summary, the Claimant contends that as the Defendants have failed to comply with their contractual obligations to pay the relevant school fees, the Defendants owe a debt to the School.
27. Based on the information provided to me by the School, and the absence of any correspondence or communication from the Defendants disputing the School’s position, I am satisfied that the Defendants have failed to pay the relevant school fees, and therefore the School is entitled to receive payment of those monies forthwith.

#### **Decision**

28. The Defendants is therefore required to pay the sum of KZT 8,108,630 and the Court Fee of KZT 121,629.45 to the Claimant by no later than 15 April 2026.

By Order of the Court,

Saima Hanif KC  
Justice, AIFC Court



**Representation:**

The Claimant was represented by its in-house legal counsel, Mr. Jumabekov Chingiz Adilzhanovich.

The Defendants have not participated in the proceedings.