



IN THE SMALL CLAIMS COURT
OF THE ASTANA INTERNATIONAL FINANCIAL CENTRE

8 April 2026

CASE No: AIFC-C/SCC/2025/0069

Daulbayev Daniyar

Claimant

v.

Private Company Unicorn Feed Ltd.

Defendant

JUDGMENT

Justice of the Court:

Justice Saima Hanif KC

ORDER

1. **The Claim is partially allowed against the Defendant.**
2. **The Defendant shall pay to the Claimant the total sum of KZT 1,932,861.79, by no later than 15 April 2026.**

JUDGMENT

Introduction

1. By a claim registered on 8 December 2025, the Claimant seeks various remedies from the AIFC Small Claims Court arising out of a written contract of employment with the Defendant (henceforth “**the Contract**”).
2. The parties accept that the claim is within the jurisdiction of the AIFC Court pursuant to Regulation 4(3) of the AIFC Employment Regulations No. 4 of 2017 (as amended) (henceforth the “**AIFC Employment Regulations**”), 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**”).
3. Both parties have provided written submissions setting out their respective positions in detail, as contained in the Claimant’s application form, and the Defendant’s defence statement. The written submissions were supported as appropriate by documentary evidence. The Defendant also relied on two witness statements.
4. The Claimant has requested that the claim be dealt with on the papers. I am satisfied that the claim can be resolved without a hearing.

The Background Facts

5. The Claimant is Mr Daniyar Daulbaev.
6. The Defendant is a limited company registered with the AFSA since 19 March 2020. It is in the business of providing quality feed and feed additives for export.

The Terms of the Employment Contract

7. On 9 December 2024, the parties entered into a written employment contract (“**the Contract**”).
8. Clause 1.1 states that the Claimant was appointed to “the position of Commercial Director.”
9. His start date was specified as 9 December 2024 and the end date was stated to be 9 December 2025. (See clause 2.2 of the Contract).
10. The Claimant’s monthly salary was stipulated as “1,000,000 (million) tenge...” (Clause 3.1). By clause 4.1, his designated place of work was Office 339-340, Building 3.1, 55/16 Mangilik El Avenue, Astana, Kazakhstan. In accordance with clause 5.1 of the Contract, the Claimant was required to work a standard working week over five days, of 40 hours.
11. Brief references should also be made to clauses 11.2.1 (which requires the employee to perform their duties in accordance with the Contract) 11.2.2 (which requires the employee to observe

workplace discipline) 11.2.8 (which requires the employee to perform the job duties diligently and attentively) and 13.1 (which requires the employee to comply with the disciplinary rules).

Material events in March and May 2025

12. The Defendant has submitted a witness statement on behalf of Ms Altynbekova Aigul Bagdatovna (the Chief Accountant of the Defendant) and Ms Abermit Lyudmila Vladimirovna (the HR Officer) which explain the key events in March and May 2025. The witness statements contain a statement of truth and refer to a number of supporting documents.
13. In her statement, Ms Altynbekova refers to a “WhatsApp” message that she sent to the Claimant on 12 March 2025 in which she informed the Claimant to “inform Lyudmila when you obtain permission from the management to be absent, as she keeps a record of working hours.” It is clear from this message that the Claimant was made aware that permission had to be obtained for any absence, and HR had to be informed of the same. The Claimant did not reply to this message.
14. Ms Altynbekova states that despite this warning, the Claimant failed to appear at his workplace on 2 May 2025, and did not inform the management of the Defendant.
15. I have also been provided with a “WhatsApp” audio message, contained in a “WhatsApp” exchange on 2 May 2025 between the Claimant and a director of the Defendant, in which the director informed the Claimant that he was not in the office, and pointed out that “...this isn’t the first time you’ve done this, without giving any warning...” The Claimant did not reply to this message.
16. As a result of the Claimant’s absence on 2 May 2025, Ms Altynbekova sent a letter to Mr Kakenov (the Director of the Defendant), informing Mr Kakenov that the Claimant:

“...was absent from work from 10:00 a.m. to 7:00 p.m. for the entire working day. He did not notify anyone of this absence from work, was not answering his contact numbers, and there is currently no information or valid reason for the absence of Daulbayev Daniyar Adylovich at the workplace.”
17. Ms Altynbekova sent a second materially identical letter to Mr Kakenov, on 5 May 2025, in which she informed Mr Kakenov that the Claimant was absent from work all day on 5 May 2025.
18. Ms Altynbekova states that Claimant was also absent from work on 12 May 2025.
19. I have been provided with a document issued by the Defendant, dated 12 May 2025, entitled “Order ‘On the Termination of the Employment Contract with Daulbayev Daniyar Adylovich.’” As material, the document states as follows:

“Due to the employee’s absence from the workplace without a valid reason for three or more consecutive hours within one working day, and based on the reprimand dated May 2, 2025, the reprimand dated May 5, 2025, the reprimand dated May 6, 2025, and the severe reprimand dated May 8, 2025.

ORDER:

1. To terminate, on May 12, 2025 the employment contract dated December 9, 2024...

2. The Accounting Department shall pay compensation for unused annual leave for the period from December 9, 2024 to May 12, 2025.”

GROUND:

1. Memorandum of the Deputy Managing Director, Omarov B.E, regarding absence from the workplace dated May 12, 2025;
 2. Report on absence from the workplace dated May 12, 2025;
 3. Report on the employee's refusal to provide a written explanation dated May 12, 2025, concerning Daulbaev D.A.”
20. Ms Abermit states in her witness statement that throughout early May 2025, she attempted to contact the Claimant and ascertain the reason for his absence, “however these attempts were unsuccessful, and the employee never returned to work.” She also states that following the issuance of the order terminating his employment contract she personally called the Claimant “and informed him of the termination of the employment relationship.” Ms Abermit states that the Claimant said “he would not return to work” as “he himself refused to continue working under such conditions, that he wanted more and expected different salary conditions from the Company...”
21. The Defendant has also produced a letter from the Head of Administrative Affairs at the Joint Stock Company “Administration of the Astana International Financial Centre”, dated 3 February 2026, which states that the access card issued in the name of the Claimant, to enable him to attend the Defendant’s office, was deactivated in May 2025, and the last visit to the building was recorded on 30 April 2025.

Legal Grounds For The Claim

22. The legal basis for the Claimant’s claim is set out at section 2, paragraphs 1-3 of the Claim Form. In summary, the Claimant contends that notwithstanding the Contract dated 9 December 2024, the Defendant “did not provide me with a job...from the beginning of my employment.” The Claimant also states that he received a salary for the months of December 2024 through to 31 March 2025, but has not received any payment for April 2025. The Claimant now seeks payment of his salary from April to December 2025, including payment for annual leave and a penalty for the delayed payment.
23. In the Defence Statement, the Defendant asserts that the Claimant was absent from work from May 2025, “did not attend the workplace, did not perform his job functions, and failed to provide any explanation or documentation confirming any valid reason for his absence.”
24. The Defendant contends that as a result of his absences, the Claimant was in breach of clauses 11.2.1, 11.2.2, 11.2.8 and 13.1 of the Contract. The Defendant also relies on clause 61(2) of the AIFC Employment Regulations No.4 of 2017 (as amended), in which an employer is entitled to terminate an employee’s employment without notice where the employee has committed a repudiatory breach of the Contract.
25. Accordingly, the Defendant asserts that it was entitled to terminate the contract on 12 May 2025. The Defendant also points out that:

“...from May 2025 until December 2025, the Claimant took no steps whatsoever to restore the employment relationship, challenge the termination of the Employment Contract, or seek clarification regarding the alleged non-payment of salary...”

26. However the Defendant accepts that there are outstanding sums payable to the Claimant in respect of wages for the period worked in April 2025 (KZT 1,197,545.49) a penalty for delayed payment of the April 2025 salary (KZT 240, 393.57) as well as compensation for accrued but unused annual leave for 7 days (KZT 444,922.73).

My Decision

27. In light of the material provided by the Defendant, and the witness statements of Ms Altynbekova and Ms Abermit, I am satisfied that that the Claimant was absent from work, without any prior permission or explanation on the 2, 5 and 12 May 2025. The Claimant had been informed on 12 March 2025 that any absence required the prior permission of the Defendant, hence he was aware of the Defendant's policy.
28. Moreover, when on 2 May 2025 a director of the Defendant upbraided the Claimant for being absent without leave, it is notable that the Claimant did not respond, either to dispute that he was absent, or to explain that he had a legitimate reason for being absent.
29. The letter from the JSC "AIFC Authority" confirming that the last visit by the Claimant to the building was on 30 April 2025 is also consistent with the Defendant's case.
30. Finally, if in fact the Claimant did attend for work at any time over the period May 2025 - 8 December 2025 (the date when he presented his claim to the Court) I would have expected to see some correspondence from the Claimant to the Defendant asking for payment of his wages. The absence of any such communication from the Claimant further supports the Defendant's case.
31. Accordingly, I am satisfied that by virtue of his unauthorised absence in May 2025, the Claimant has committed a repudiatory breach of the Contract and therefore the Defendant lawfully terminated the Contract on 12 May 2025.

Remedy

32. As the Defendant accepts that certain sums are outstanding to the Claimant, I direct that the Defendant is to pay the Claimant the following amounts:
- (1) KZT 1,197,545.49, for wages for April 2025;
 - (2) KZT 240,393.57, by way of a penalty for delayed payment of the April 2025 wages;
 - (3) KZT 444,922.73 for accrued but unused annual leave for 7 days;
 - (4) The court fees of KZT 50,000.00;
33. This is a total of KZT 1,932,861.79.
34. The Defendant is therefore required to pay the sum of KZT 1,932,861.79 to the Claimant by no later than 15 April 2026. I have specified this short time frame for two reasons:
- (1) The sums due to the Claimant should never have been withheld from him.
 - (2) The sums will be significant for the Claimant and it is therefore in the interests of justice for the Defendant to compensate the Claimant promptly and without any further delay.



By Order of the Court,

Saima Hanif KC
Justice, AIFC Court

Representation:

The Claimant represented himself.

The Defendant was represented by its' in-house lawyer, Alimzhanova Dinara