

IN THE SMALL CLAIMS COURT  
OF THE ASTANA INTERNATIONAL FINANCIAL CENTRE

8 April 2026

CASE No: AIFC-C/SCC/2025/0071

Mohammad Habib Abdullah

Claimant

v.

Aquila Global Initiatives Ltd

Defendant

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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 Defendant to the extent that Defendant shall pay to the Claimant the sum of KZT 1,596,762 by no later than 15 April 2026.**
2. **If the Claimant wishes to pursue his claim for reimbursement of travel expenses and for interest, he shall provide the further details set out below, on or before 13 April 2026. The Defendant shall have 3 business days from receipt of the information from the Claimant to make any written submissions in response.**

### 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 an alleged employment relationship with the Defendant.
2. The parties accept that the claim is within the jurisdiction of the AIFC Court 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. The parties have not requested a hearing. Both parties provided written submissions setting out their respective positions in detail, as contained in the Claimant’s application form, and a defence statement filed on behalf of the Defendant. The submissions were supported as appropriate by documentary evidence. In light of this, and bearing in mind the need for proportionality, I am able to decide this matter on the papers.

#### **The Parties**

4. The Claimant is Mr Mohammad Habib Abdullah.
5. The Defendant is as a private company, registered in the Astana International Financial Centre. It has an office address in Astana.

#### **The Salient Facts**

6. The following facts are derived from the material provided to me by the parties.
7. The Claimant states that he was contacted by an employee of the Defendant, via “WhatsApp”, in August 2025, with a view to him joining the Defendant to assist with logistical responsibilities for upcoming field projects.
8. The parties then had two in-person meetings. The Claimant states that at the meetings, the Defendant was represented by the employee who had originally contacted him, and a Director of the Defendant.
9. Following the meeting, by an email dated 14 August 2025, Ms Gulzhanat Ualitova, a Director of the Defendant wrote to the Claimant as follows:

“It was a pleasure to meet you.

As I mentioned earlier today, sending you the plan for further works and questions listed.”

10. The Claimant replied the next day, on 15 August 2025:

“It was a pleasure speaking with you as well. I have received the plan and the list of questions. Thank you for them. I went through everything in detail and prepared my responses accordingly. Please find attached.”

11. Neither side has provided the documents referenced in the email exchange above, but the documents do not appear to be material to the issues which I have to decide.

12. On 21 August 2025, Ms Ualitova emailed the Claimant informing him that:

“Following our discussions, we are pleased to extend to you an offer for the role of **Exploration Program Coordinator** for our upcoming exploration campaign.

**Key Terms of Engagement**

- **Nature of Work:** This is a **project-based engagement**.
- **Duration & Schedule:** The work schedule is **flexible**; what matters most is ensuring the timely and high-quality delivery of the project objectives.
- **Scope of Responsibilities:** Coordination of field operations, including arrangements for accommodation, transportation, meals and pre-trip preparation, in support of the September-October 2025 exploration campaign.
- **Remuneration:** A fee of **KZT 600,000 per month** will be paid for the duration of the project.
- **Expenses:** All reasonable and necessary **travel-related expenses** directly required for the project will be full covered by the Company, subject to prior agreement.

...

Please confirm your acceptance of this offer by 25.08.2025, after which we will proceed with preparing a short project agreement.

If you have any questions or would like to suggest adjustments to the terms above, please do not hesitate to share - I am open to discussing them with you.”

13. I understand that the services required of the Claimant related to geological exploration activities.

14. The Claimant replied the same day, at 1.19pm, stating:

“Before I share my final decision, I would like to kindly ask for a clarification regarding the nature of the work. You mentioned that the role is project-based. Does this mean I would only be engaged for two months (September – October) and then potentially for other projects as they arise? As I mentioned during our meeting, I would prefer a full-time and longer term contract (ideally for one year, or at least until the end of the year) so that I can remain more focused and well-planned.

...

Finally, regarding the salary – although it is not my primary motivation, since I would be dedicating myself to this role on a full-time basis, I would greatly appreciate if the monthly salary could be set at 750,000 KZT.”

15. Ms Ualitova responded as follows:

“ ...

Let me get back to you with our decision by tomorrow.

I am confident that we can arrive at terms that will be acceptable and beneficial for both parties.”

16. On 25 August 2025, Ms Ualitova wrote to the Claimant stating:

"I hope this message finds you well, and thank you for your patience.

Following our review of the current and prospective plans, we would like to offer you a contract for the period **September - December 2025**.

The remuneration will be **KZT 750,000 per month**. During this engagement, we can also explore opportunities for potential future collaboration.

If you are in agreement, you may commence this week, as the next field trip is scheduled for approximately **15 September 2025**."

17. The Claimant responded the same day and said expressly:

"...I am delighted to accept the offer..."

18. The Claimant states that he commenced his duties in September 2025. (Paragraph 8 of the application form).

19. In the application form (see paragraph 9) the Claimant states that he repeatedly asked for a written contract, and on 25 October 2025 he was "handed a physical contract that incorrectly stated the end date as 31 October 2025." The terms of the contract are discussed below, however the Claimant says he did not sign "the incorrect contract, as it materially differed from the agreed terms." (Paragraph 10).

20. By an email sent on Sunday 26 October 2025, timed at 2.11pm, Ms Ualitova sent the Claimant an email, entitled "Termination Letter" with a document attached, entitled "Termination of Contract."

21. I have been provided with that document. It is dated "Friday 26 October 2025." I assume this is a typographical error and should read "Sunday" 26 October 2025. As material, the letter states:

"This letter serves as formal notification of the termination of your contract with Aquilia Global Initiatives Ltd effective immediately. This decision has been made following careful consideration of the current situation within the field team. We believe it is important for every member of the team to feel comfortable and positive in their work environment.

As a result of your ongoing communication challenges, I must, with regret, inform you that your contract with Aquila...is terminated as of today 26 October 2025."

22. The Claimant replied to the email the same day:

"Although no logical or evidence-based explanation has been provided for the decision, unfortunately, I would accept this "Termination Letter" on the condition that the remaining amount for the car (KZT 1,00,000) along with three months' salary ( $750,000 \times 3 = 2,250,000$  KZT) is paid with full amount. This is in accordance with our initial agreement, for which supporting evidence is available."

23. The Defendant does not appear to have responded to the email.

24. I have been provided with a document demonstrating that the Defendant paid the Claimant a total sum of 4,150,000 KZT over the period 1 September 2025 - 26 October 2025, to compensate him for his wages and expenses in respect of car rental (which was broken down into a payment in respect of a car as well as for a driver over that period).

### **The Alleged Written Contract**

25. Both parties have provided me with a written document entitled “Civil Law Contract No. 250902-AMH for the Provision of Services.” It is dated 2 September 2025. It is signed by the Defendant by virtue of a company seal, but not the Claimant. It is not clear when the Defendant’s seal was applied, as there is no date against the seal.
26. The Claimant states that the document was provided to him on 25 October 2025. The Defendant does not dispute this in the Defence Statement.
27. Clause 1.1 of the document specifies the services to be provided by the Claimant under the contract as “the provision of consulting services in the field of geological exploration activities...”
28. Clause 3.1 states that the “cost of services under this Agreement is 750,000...tenge per month...”
29. Clause 9, entitled “Term of the Agreement” provides as material:

“9.1 This Agreement shall enter into force upon signature by both Parties and shall remain in effect until October 31, 2025.

9.2 The agreement may be terminated unilaterally by either party by giving the other party 2 calendar days written notice.”

### **The Parties Submissions**

30. The Claimant states that the email exchange in August 2025 constitutes a binding employment contract, and also contains the key terms agreed between the parties.
31. The Defendant disputes this, asserting that the written agreement dated 2 September 2025 is the operative contract between the parties “...which the Claimant declined to sign.”
32. The Defendant asserts that notwithstanding the absence of the Claimant’s signature on the written agreement, the parties conduct constitutes evidence of the agreement having been concluded and performed by the parties.
33. The Defendant also states that as the document dated 2 September 2025 is the operative contract, “the term for the provision of the Services was set until 31 October 2025. Accordingly the Agreement has expired...”
34. The Defendant also disputes that the Claimant was an employee. The Defendant states that the parties are in a commercial relationship, with the Claimant acting as a contractor as per the written agreement.
35. The Defendant denies that any further sums are owed to the Claimant stating in the Defence Statement, that “the Claimant has failed to properly fulfil his obligations, namely: during the two months of work the Claimant did not provide the Customer with the acts of services rendered, despite the fact that Clauses 4.1 and 4.2 of Article 4 of the Agreement require the Contractor/Claimant to execute and sign such acts.”

## My Decision

36. I accept the Claimant's submission that the email exchange between the parties on 25 August 2025 gave rise to a binding contract between the parties, and that it recorded the key terms. I have reached this conclusion for the following reasons:
- (1) It is clear from the language in the email of 25 August 2025 that the Defendant made an offer to the Claimant, which was expressly accepted by the Claimant on 25 August 2025.
  - (2) Over September and October 2025, the Claimant was paid at a rate of KZT 750,000 per month, which is consistent with the sum offered by the Defendant in the email of 25 August 2025.
  - (3) The Termination of Employment Letter of 26 October 2025 makes no reference to the written agreement of 2 September 2025. If that was the operative agreement between the parties, I would have expected the Termination of Employment Letter to refer to this. (I also note that the Termination Letter does not comply with clause 9.2 which requires a party to give "2 calendar days written notice" to terminate the agreement.) Moreover, the written agreement is expressly stated to only "enter into force upon signature by both Parties." However, it was never signed by the Claimant.
  - (4) Finally, the Defendant having offered a contract for the period September – December 2025, and the Claimant having expressly accepted this by email on 25 August 2025, I do not think it is credible that by the 2 September 2025, the Claimant would have agreed to reduce the period of the contract to two months only.
37. Accordingly in my decision, the parties entered into a binding agreement that the Claimant would be engaged for 4 months, with remuneration to be KZT 750,000 per month.
38. It is also clear to me from the documentation that the parties accepted that the Claimant was to be reimbursed by the Defendant for any reasonable travel-related expenses. This is reflected in an email from the Defendant dated 21 August 2025. It also explains why, at the end of October 2025, the Defendant paid the Claimant expenses relating to car hire and a driver.
39. As such, in unilaterally terminating the contract before the expiry of the agreed term (namely 31 December 2025), the Defendant has breached the contract.
40. I have seen no evidence to support the Defendant's assertion that prior to the purported termination, the Claimant failed to comply with his duties. Accordingly, I reject any suggestion that somehow the Claimant was himself in breach of the agreement.
41. As to the status of the Claimant's engagement (namely whether he was employed as an employee or as an independent contractor) this ultimately does not make any difference to the remedy I award to the Claimant (this is set out below). However, based on the limited information available to me, and assessing the facts as a whole, the Claimant's engagement is more consistent with him being engaged as an independent contractor, rather than an employee. I have reached this conclusion for the following reasons (no single factor is determinative, and I have considered the factors collectively):
- (1) The correspondence between the parties makes it clear that the Claimant was being engaged for a specific project for a limited period of time.
  - (2) There is no discussion or mention of holiday leave in any of the documentation provided to me. In the Claimant's email of 26 October 2025 where he asserted that the early termination of the contract was unlawful, he made no reference to any outstanding holiday pay.
  - (3) The Defendant has consistently described the amounts due to the Claimant for his services as a 'fee' or 'remuneration' or a 'cost' for his service. It has never described it as a wage or a salary.
  - (4) In his email of 26 October 2025, the Claimant's objection appeared to be with the fact that the agreement between the parties was being terminated early, as opposed to the Defendant's characterisation of the relationship as a commercial relationship only. This is consistent with

paragraphs 9-10 of the application form in which the Claimant explains that he did not sign the written document because it incorrectly recorded the end date as 31 October 2025.

### **Remedy sought**

42. The Claimant seeks a declaration that the contract between the parties was for the period September 2025 until 31 December 2025, and that it was unlawfully terminated by the Defendant. I grant the declaration sought.

43. The Claimant also claims the following sums from the Defendant:

- (1) Payment of the sum of KZT 1,596,762 for the period 27 October 2025 – 31 December 2025.
- (2) Payment of the outstanding amount for transportation services which he organised, at KZT 150,000.
- (3) Interest on the unpaid amounts.

44. In respect of the sums claimed, I make the following order:

- (1) The Defendant to pay the Claimant the sum of KZT 1,596,762.
- (2) With regard to the outstanding expenses: in principle the Claimant is entitled to be reimbursed for any travel-related expenses that he incurred up to and including 26 October 2025. In the application form the Claimant requests the sum of KZT 150,000, however in his email to the Defendant dated 26 October 2026, the Claimant requested the sum of KZT 100,000. No explanation has been provided by the Claimant as to why the sum has changed, nor has the Claimant provided any supporting evidence to demonstrate that as at the date of the unlawful termination of the contract, he had incurred any travel-related expenses, let alone in the sum of KZT 150,000. As such if the Claimant wishes to pursue this claim, I direct that the Claimant is to provide the necessary documentation by no later than 6 April 2026. The documents should evidence what payments were made by the Claimant, what they were for, and when they were made.
- (3) With regard to interest on the unpaid amounts: the Claimant relies on section 19 of the AIFC Employment Regulations. Not only does Section 19 only apply in an employment context (which I have found does not arise here) but it does not provide for interest to be paid on any outstanding amounts – rather it requires that if the employment is terminated, all sums owing to an employee must be paid within 14 days from when they are due. However, the AIFC Regulations on Damages and Remedies do provide for interest to be applied to any damages awarded to a party for the non-performance of a contractual obligation. I note however that the application form does not set out the amount of interest claimed, or at what rate. If the Claimant wishes to pursue the claim for interest, at the same time as providing the material set out at paragraph 44(3) above, the Claimant should also set out the legal basis on which interest is sought, at what rate, over what period, and the total amount of interest requested.
- (4) The Defendant shall have 3 business days from receipt of the information set out at paragraph 44(2) and 44(3) above, to respond, should it wish too. I will then review the documents and deliver a short judgment either upholding or rejecting the claim in respect of travel-related expenses and interest.

### **Timeline For Payment Of The Sums Due**

45. The Defendant is therefore required to pay the sum of KZT 1,596,762 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) Unsurprisingly, the sums in question 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 further delay.

46. Finally, I would like to thank the parties for their clear and helpful written submissions. They assisted me greatly in reaching my decision.

By Order of the Court,

Saima Hanif KC  
Justice, AFC Court

**Representation:**

The Claimant represented himself.

The Defendant was represented by its Director, Ms Ualitova.