

IN THE COURT OF FIRST INSTANCE
OF THE ASTANA INTERNATIONAL FINANCIAL CENTRE

12 May 2026

CASE No: AIFC-C/CFI/2024/0028

International Academy of Medicine and Sciences Limited Liability Partnership

Claimant

v

State Institution “Health Department of Almaty Region”

Defendant

JUDGMENT AND ORDER

Justice of the Court:

Justice The Lord Faulks KC

ORDER

1. The Defendant shall pay the sum of KZT 11,087,429,700 (eleven billion, eighty-seven million, four hundred and twenty-nine thousand and seven hundred tenge) being the sum of CIC in accordance with the DED approved by the state expert authority, plus applicable VAT in accordance with the laws in force at the time of the payment.
2. The Defendant shall further pay the sum of KZT 305,863,362 (three hundred and five million, eight hundred and sixty-three thousand, three hundred and sixty-two tenge) as a penalty for failure to pay CIC.
3. The Defendant shall also pay costs in the sum of KZT 35,371,899 (thirty-five million, three hundred and seventy-one thousand, eight hundred and ninety-nine tenge).
4. All these sums shall be paid within 28 days of the Order.

JUDGMENT

1. This judgment is additional to my previous judgment where I gave judgment on the merits, after a trial.
2. In paragraph 73 of that judgment, I invited the parties to make submissions as to the amounts to be included in a judgment/order in the light of my findings.
3. The Claimant asks for judgment to reflect the actual CIC costs after the amendment to the contract.
4. The Defendant submits that the increased costs include sums outside the scope of those attributable to the amended DED and that there may well be double recovery.
5. This argument is one that could have been advanced at trial, but the Defendant preferred to deny that the Claimant was entitled to any more than the original sum specified in the contract in relation to CIC.
6. I note also, as I did in the original judgment, that in the record of the various attempts to negotiate a settlement of the dispute, such attempts being required by the contract, there appears to have been no issue as to the actual sums claimed following the amended DED. Rather there was recorded the various steps that needed to be taken before the additional payment could be authorised.
7. In these circumstances, I consider that the Claimant has established the right to recover the actual CIC, as reflected in the revised DED, in the sum of KZT 11,087,429,700 (eleven billion, eighty-seven million, four hundred and twenty-nine thousand and seven hundred tenge), plus applicable VAT. I am not aware how much, if any, of that sum has already been paid but, clearly, that should be deducted from the judgment sum.
8. The failure to pay the CIC does, in my judgment, attract the payment of a penalty in accordance with the contract (as I have already determined) and I order the Defendant to pay the sum of KZT 305,863,362.

9. I am also asked by the Claimant to order penalty payments to be made in connection with a failure to secure interconnection with the external networks and in relation to the failure to transfer the infectious disease ward to the balance sheet in a timely manner.
10. I do not have sufficient evidence to enable me to make any findings that would justify giving judgment in relation to these issues.
11. Likewise, I decline to make any order in relation to the extension of construction deadlines or in relation to the Management Fee Payment Schedule.
12. These are matters which should be capable of agreement between the parties. As I made clear in my judgment, this court is not be regarded as a contract manager.
13. I am also asked to award costs. The court has a discretion both as to whether to award costs and as to the amount of those costs (Rule 26.4 of AIFC Court Rules 2018) Costs will usually be ordered in favour of the successful party (Rule 26.5).
14. The Claimant seeks costs in the sum of KZT 35,371,899 (thirty-five million, three hundred and seventy-one thousand, eight hundred and ninety-nine tenge). I have been provided with a breakdown of these costs.
15. Having regard to my awareness of the nature and complexity of this dispute, I consider the sum claimed to be a reasonable one.

By Order of the Court,

Justice The Lord Faulks KC,
Justice, AIFC Court

Representation:

The Claimant was represented by Mr Sergei Vatayev, Advocate, Ms Elena Dvoretzkaya-Yussupova, Advocate, and Mr Ilya Kirichenko, Advocate, Legit Advocates' Bureau, Almaty, Republic of Kazakhstan.

The Defendant was represented by Mr Yerzhan Suleimenov, Head, State Institution "Health Department of Almaty Region", and Ms Galiya Turlybekova, General Department Specialist, State Institution "Health Department of Almaty Region", Almaty region, Republic of Kazakhstan.