



IN THE SMALL CLAIMS COURT

OF THE ASTANA INTERNATIONAL FINANCIAL CENTRE

28 May 2026

CASE No: AIFC-C/SCC/2025/0075

DOCUMENTOLOG GLOBAL LIMITED PRIVATE COMPANY

Claimant

v

ALTAI MINING GROUP LLP

Defendant

JUDGMENT

Justice of the Court:

Justice Josephine Higgs KC

JUDGMENT

1. INTRODUCTION

- 1.1. The Claimant, Documentolog Global Limited Private Company (the “**Claimant**”), commenced a claim against AltaiMiningGroup LLP (the “**Defendant**”), by submitting a Claim Form to the AIFC Court which was issued by the AIFC Court on 17 December 2025.
- 1.2. In its Claim Form, the Claimant claims the sum of KZT 5,235,860 pursuant to an Accession Agreement (the “**Agreement**”) to the Terms and Conditions for the Rendering of Service of the Documentolog PLATFORM Electronic Document Management and Business Process Automation Information System No. 3176 (the “**Terms and Conditions**”) and payment of a contractual penalty of KZT 261,793, together with legal expenses.
- 1.3. The Claimant has filed a certificate of service confirming that the Claim Form was delivered to the Defendant on 14 April 2026.
- 1.4. The Defendant has not served a Defence.

2. JURISDICTION OF THE SMALL CLAIMS COURT

- 2.1. Clause 12.6 of the Terms and Conditions provide as follows in relation to dispute resolution:

“12.6. The Parties shall take all measures to settle all disputes and disagreements that may arise in the course of execution of the Terms and the Accession Agreement through negotiations. Since the Operator is a resident of AIFC, the Parties have agreed that in case of impossibility to resolve disputes through negotiations, any dispute of contractual or non-contractual nature arising out of or in connection with these Terms and/or the Accession Agreement, including any issue relating to their existence, validity or termination, shall be subject to the exclusive jurisdiction of the AIFC Court.”

- 2.2. Clause 1.1 of the Accession Agreement provides that, pursuant to Article 389 of the Civil Code of the Republic of Kazakhstan, the Defendant accedes to the Terms and Conditions. Clause 1.2 provides that the Defendant confirms that it has reviewed and understood the Terms and Conditions in full and agrees to all provisions therein. Clause 1.3 provides that the Terms and Conditions constitute an integral part of the Accession Agreement, and any matters not governed by the Accession Agreement are governed by the Terms and Conditions.
- 2.3. The Defendant has not contested the jurisdiction of the AIFC Court.
- 2.4. I am satisfied that the AIFC Small Claims Court has jurisdiction over the Claimant’s claim, pursuant to Clause 12.6 of the Terms and Conditions, which are an integral part of the Accession Agreement.

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 31 January 2025, the Claimant and the Defendant entered into the Accession Agreement to the Terms and Conditions.
- 4.2. Pursuant to Clause 2.2, the total cost under for the service provided under the Accession Agreement was KZT 5,235,860.
- 4.3. The Claimant submitted an invoice dated 4 February 2025 (a copy of which is appended to the Claim Form) to the Defendant, in accordance with Clause 2.3 of the Accession Agreement.
- 4.4. On 28 February 2025, the Defendant signed the Act of Completed Works (a copy of which has been filed with the AIFC Court) in the Electronic Invoices Information System.
- 4.5. Pursuant to Clause 2.4 of the Agreement, the Defendant was required to pay the invoice within 20 days from the date of invoicing.
- 4.6. The Defendant did not pay the sum due, despite requests made by the Claimant in writing (letters dated 25 April 2025 and 27 May 2025 appended to the Claim Form).

5. THE CLAIMANT'S CLAIM FOR PAYMENT AND PENALTIES

- 5.1. The Claimant brings a claim for a penalty, pursuant to Clause 7.6.4 of the Terms and Conditions, which provides that the Defendant is responsible for:

"late signing of certificates of work performed and/ or non-payment for the System Service in the form of a penalty of 0.1% of the cost of the System Service for the billing period (month/quarter) for each calendar day of delay, but not more than 5% of the cost of the System Service in the billing period (month/quarter). In case of non-signing of the certificates of work performed and non-payment by the Client for the services of the System Service and/or a penalty, the Operator has the right to demand payment in court in accordance with the terms of the Agreement and/or block the Client's access to the System, as well as terminate these Terms and the Accession Agreement unilaterally out of court."

- 5.2. The amount of the accrued penalty calculated on a daily basis in accordance with Clause 7.6.4 would exceed 5% of the Service cost of KZT 5,235,860 tenge, which is KZT 261,793. Accordingly, the penalty claimed is KZT 261,793.
- 5.3. 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:
 - 5.3.1. The Defendant owes the Claimant the sum of KZT 5,235,860 pursuant to Clauses 2.2 and 2.4 of the Accession Agreement.
 - 5.3.2. The Claimant is entitled to penalties in the sum of KZT 261,793 pursuant to Clause 7.6.4 of the Terms and Conditions.

6. LEGAL EXPENSES

- 6.1. The Claimant's claim includes a claim for legal expenses totalling KZT 126,100.
- 6.2. 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.
- 6.3. I 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 126,100.

7. CONCLUSION

- 7.1. For the reasons set out above, the Claimant is entitled to judgment in the following sums:
 - 7.1.1. Payment of the sum of KZT 5,235,860;
 - 7.1.2. Penalties in the sum of KZT 261,793.
 - 7.1.3. Legal expenses of KZT 126,100.
- 7.2. For the reasons set out above, THE COURT ORDERS THE DEFENDANT TO PAY THE SUM OF KZT 5,623,753 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 Shyntas Urazov, in-house lawyer of Documentolog Global Limited Private Company.

The Defendant was not represented.