



IN THE SMALL CLAIMS COURT

OF THE ASTANA INTERNATIONAL FINANCIAL CENTRE

17 June 2026

CASE No: AIFC-C/SCC/2026/0012

PRIVATE COMPANY KAZROST ENGINEERING LTD.

Claimant

v.

AMIRLAN-ASTYK LIMITED LIABILITY PARTNERSHIP

Defendant

JUDGMENT

Justice of the Court:
Justice Josephine Higgs KC

JUDGMENT

1. INTRODUCTION

- 1.1. The Claimant, Private Company Kazrost Engineering Ltd. (the “**Claimant**”), commenced a claim against Amirlan-Astyk Limited Liability Partnership (the “**Defendant**”), by submitting a Claim Form to the AIFC Court which was issued by the Court on 1 April 2026. In its Claim Form, the Claimant alleges that sums totalling KZT 25,870,320 (c. USD 51,056) are due from the Defendant in relation to a Deferred Payment Sale and Purchase Agreement (the “**Agreement**”), and in relation to the Court fee paid by the Claimant.
- 1.2. The Claim Form has been served on the Defendant in the manner set out in Section 2 below. The Defendant has not served a Defence.

2. SERVICE OF THE CLAIM FORM

- 2.1. The Claim Form, together with all attachments thereto, was delivered by the Claimant to the Defendant via a courier service, CDEK, on or about 3 February 2026. The Claimant has provided to the Court a Certificate of Service, attaching a letter from CDEK confirming that the delivery was handed to the director of the Defendant, Mr Azamat Tleubayevich Zhalmagambetov on 3 February 2026.
- 2.2. The Defendant has not served a Defence or acknowledged receipt of the Claim Form.

3. JURISDICTION OF THE SMALL CLAIMS COURT

- 3.1. In the Claim Form, it is stated that, pursuant to Clause 5.4 of the Agreement, disputes and disagreements arising out of or in connection with the Agreement shall be resolved by the court in accordance with the legislation of the Republic of Kazakhstan in the Court of the Astana International Finance Centre. The Defendant has not contested jurisdiction.
- 3.2. I am satisfied that the AIFC Small Claims Court has jurisdiction over the Claimant’s claim, pursuant to Clause 5.4 of the Agreement.

4. APPLICATION FOR DEFAULT JUDGMENT / DETERMINATION ON THE PAPERS

- 4.1. In its Claim Form, the Claimant asked for the Claim to be determined on the papers. 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 attached to the Claim Form.
- 4.2. The Claimant made a request for default judgment on 2 June 2026. However, under Part 28.7 of the AIFC Court Rules, Part 9 (Default Judgment) does not apply to the Small Claims Court. This Judgment is therefore a judgment following a determination on the papers, rather than a default judgment.

5. THE AGREEMENT

- 5.1. The Deferred Payment Sale and Purchase Agreement No. AST-24-271 dated August 22, 2024 (the “**Agreement**”), a copy of which is appended to the Claim Form, contains the following relevant terms.

5.2. Paragraph 1.1 provides that the Claimant, referred to as the Seller, undertakes to transfer ownership of a VECTOR 410KZ grain harvester (the “**Machinery**”) and the Defendant, referred to as the Buyer, undertakes to accept and pay for the Machinery.

5.3. Paragraph 2.1 provides that the total cost of the Machinery is KZT 21,240,000, and paragraph 2.2 provides that payment for the Machinery shall be made by November 1, 2024.

5.4. Paragraph 4.3 of the Agreement provides as follows:

“In the event of late payment for the Equipment, the Buyer shall pay a penalty in the amount of 0.1% of the overdue payment for each day of delay, up to a maximum of 20% of the total amount of the agreement.”

5.5. Paragraph 4.4 of the Agreement provides:

“Payment of the penalty shall not release the Parties from their obligations under the Agreement.”

6. **BREACH OF THE AGREEMENT / DAMAGES / PENALTY**

6.1. The Claimant alleges in the Claim Form that the Defendant did not pay the purchase price by 1 November 2024. The Claim Form attaches a letter sent on behalf of the Defendant dated 24 November 2025 in which it is acknowledged that as at that date the amount owed by the Defendant was KZT 21,240,000, and requests a deferral of payment until 10 January 2026. The Claimant alleges in the Claim Form that the Defendant did not subsequently make any payment.

6.2. The Claimant contends that there has been a breach of obligation within the meaning of paragraph 1 of Article 349 of the Civil Code of the Republic of Kazakhstan (the “**Civil Code**”), and that the outstanding sum of KZT 21,240,000 is due under the Agreement.

6.3. On the basis of the allegations in the Claim Form, and in the absence of a Defence denying those allegations, I find that the Defendant is in breach of the Agreement and that the sum of KZT 21,240,000 is due from the Defendant to the Claimant pursuant to the Agreement.

6.4. The Claimant also claims a penalty for late payment pursuant to Clause 4.3 of the Agreement.

6.5. The Claimant notes that Article 293 of the Civil Code provides that a penalty is a monetary amount determined by law or agreement, which the debtor shall pay to the creditor in the event of non-performance or improper performance of an agreement, and that the creditor is not required to prove damages when claiming the penalty.

6.6. I have concluded that the Defendant is liable for breach of the Agreement, and further that a penalty is payable pursuant to Clause 4.3 of the Agreement.

6.7. The penalty for late payment calculated in accordance with Clause 4.3 of the Agreement would be significantly in excess of 20% of the total value of the Agreement, so the Claimant claims a penalty of KZT 4,248,000 (c. USD 8,383) being 20% of the total value of the Agreement. In my judgment, the Claimant is entitled to payment of this amount.

6.8. The Claimant also claims the costs of the Court fee. The amount of the Court fee paid by the Claimant on 10 April 2026 was KZT 388,054.8 (c. USD 808.75). By Rule 26.9 of the AFC 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.

6.9. I consider it appropriate that the Defendant should pay the whole Court fee paid by the Claimant

7. CONCLUSION

7.1. Based on the information in the Claim Form, which is signed by a statement of truth, and the documents appended to the Claim Form, and in the absence of Defence, I find that the Defendant is in breach of its obligation to make payment under the Agreement, and that Claimant is entitled to judgment in the following sums:

7.1.1. The outstanding sum of KZT 21,240,000;

7.1.2. The sum of KZT 4,248,000, being 20% of the total value of the Agreement;

7.1.3. The Court fee of KZT 388,054.8.

7.2. For the reasons set out above, THE COURT ORDERS THE DEFENDANT TO PAY THE SUM OF KZT 25,876,054.8 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 Yerzhas Ismailov, lawyer, KAZROST ENGINEERING LIMITED, Astana, Kazakhstan.

The Defendant was not represented.