



IN THE SMALL CLAIMS COURT

OF THE ASTANA INTERNATIONAL FINANCIAL CENTRE

11 June 2026

CASE No: AIFC-C/SCC/2026/0017

Minerals Operating Ltd

Claimant

v.

Orken LLP

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.**
2. **The Defendant shall pay to the Claimant the total sum of KZT 22,957,606, by no later than 25 June 2026.**

**JUDGMENT**

**Introduction and Summary of Claim**

1. By a claim registered on 16 April 2026, the Claimant seeks various remedies from the AIFC Small Claims Court arising out of a written contract with the Defendant dated 6 August 2024 (henceforth “**the Contract**”). The Claimant has requested that the matter be determined on the papers.
2. The claim arises from the Defendant’s alleged failure to perform its payment obligations for works completed by the Claimant under the Contract. The Claimant seeks to recover from the Defendant the cost of the works performed, contractual late payment penalties, and legal costs.
3. Clause 10.2 of the Contract provides that, in the event of a dispute arising under the Contract, if the parties are unable to resolve it, the dispute shall be referred to the AIFC Court.
4. Accordingly I am satisfied that the claim is within the jurisdiction of the AIFC Court and that it is appropriate for determination by the Small Claims Court (“**SCC**”) having regard to Rule 28.2 of the AIFC Court Rules (“**the Court Rules**”).

**Service of the Claim Form**

5. The Claimant has filed proof of service confirming that the Claim Form was delivered to the Defendant on 21 April 2026.
6. As at the date of this Judgment, the Defendant has not served a Defence or otherwise made any contact with the Court.

**The Contract**

7. Clause 1 of the Contract, entitled “Subject Matter of the Contract” provides as material:
  - 1.1 The Contractor shall, on the instructions of the Client, perform the works for the development of the “Mining Operations Plan for the Extraction of Iron-Bearing Ores at the Orken-Kentobe Deposit” and the “Mining Operations Plan for the Extraction of Iron-Bearing Ores at the Orken-Atansor Deposit” of Orken LLP (hereinafter — the “Works”), in accordance with the technical specifications set forth in Appendix No. 1 and Appendix No. 2 to this Contract.
  - 1.2 The deliverable of the Works shall be the proper completion of the Works under this Contract, accepted by the Client pursuant to a Certificate of Completion of Works (hereinafter — the “Completion Certificate”).
8. Clause 2, entitled “Contract Price and Payment Terms” states as material:

“ ...

2.3 Payment of the Contract Price shall be made to the Contractor's bank account specified in Section 15 hereof, upon completion of the Works, in the following stages:

Stage 1. Preparation of the draft mining operations plans and the liquidation plan — payment shall be made upon completion of the works within 15 (fifteen) days from the date of execution of the relevant Completion Certificate by both Parties, upon the Contractor's submission of an invoice and a local content value calculation.

Stage 2. Approval by state authorities — payment shall be made upon completion of the works within 15 (fifteen) days from the date of execution of the relevant Completion Certificate by both Parties, upon the Contractor's submission of an invoice and a local content value calculation.

9. Clause 5.2 stipulates that in the event that payment is late, the Defendant shall pay the Claimant “...a penalty in the amount of 0.1% of the value of the relevant stage of the Works for each business day of delay, but not exceeding 15% of the Contract Price.”

### **Performance of the Contract by the Claimant**

10. The Claimant states that it performed, and the Defendant accepted, the following works:
- (1) On 11 March 2025, the Claimant executed a Completion Certificate recording that it had completed the following works: development of the mining operations plan and the liquidation plan for the “Atansor” deposit (Completion Certificate No.12) for a total amount of KZT 13,076,000. In accordance with the Contract, the certificate was accompanied by an invoice and a local content value calculation.
  - (2) On 8 September 2025, the Claimant executed a Completion Certificate recording that it had completed the following works: ariel photography, preparation of the Statement of Intended Activity (SIA), approval of the Mining Operations Plan by the Department of Emergency Situations, and expert review of the Liquidation Plan in the fields of environmental protection and industrial safety (Completion Certificate No.25) for a total amount of KZT 3,852,800. In accordance with the Contract, the certificate was accompanied by an invoice and a local content value calculation.
11. There is no evidence before me suggesting that the Defendant disputed the accuracy of the two Completion Certificates set out above. Accordingly I shall proceed on the basis that they are accurate, and at the time, were accepted by the Defendant as being accurate.
12. Clause 2.3 of the contract set out the mechanism for payment. In light of clause 2.3 the claim form states (and I accept) that:
- (1) a payment of KZT 13,076,000 was due by 26 March 2025;
  - (2) a payment of KZT 3,852,800 was due by 23 September 2025.
13. The sums were not paid by the dates set out above.
14. The Claimant sent a letter to the Defendant dated 11 February 2026, entitled “Pre-Litigation Claim For Dispute Resolution.” The letter set out that the Defendant owed the Claimant KZT 16,928,800 for the completed works. The letter also set out the amount for the late payment penalty. Finally, the letter stated explicitly that:

This claim is submitted in compliance with the pre-litigation dispute resolution procedure pursuant to Clause 10.1 of the Contract, under which 15 (fifteen) business days are allowed for the consideration of this claim.

On the basis of the foregoing, we request that you pay the aforementioned amounts of the outstanding debt and penalties within 15 (fifteen) business days from the date of receipt of this letter.

Should the Contractor fail to receive a response to this claim within the prescribed timeframe or should the response be negative, the Contractor shall, pursuant to Clause 10.2 of the Contract, be compelled to file proceedings with the Court of the Astana International Financial Centre for the compulsory recovery of the aforementioned amounts and for the Client to bear all court costs.

15. The Claimant has provided evidence that the letter was delivered to the Defendant on 17 February 2026. The Defendant did not reply to that letter.
16. The Defendant has not paid any of the sums requested by the Claimant.

### **The Claimant's Claim**

17. Accordingly the Claimant claims the following sums from the Defendant:
  - (1) The cost of the work performed: KZT 16,928,800.
  - (2) Late payment penalty: KZT 5,837,160.
  - (3) Translation of the case documents into English: KZT 134,550.
  - (4) Notarisation of the translated documents: KZT 57,096.

### **My Decision**

18. In light of the supporting documents provided by the Claimant to verify the allegations contained in the claim form, and as the Defendant has not filed any defence to refute those allegations, the claim is allowed and I find as follows:
  - (1) The Claimant is entitled to payment of the costs of the work in the sum of KZT 16,928,800 pursuant to clause 2.5 of the Contract.
  - (2) The Claimant is entitled to a late payment penalty of KZT 5,837,160, pursuant to clause 5.3 of the Contract.
19. The Claimant also seeks an order payment of the following costs:
  - (1) Translation of the case documents into English: KZT 134,550.
  - (2) Notarisation of the translated documents: KZT 57,096.
20. In light of the absence of any communication from the Defendant, and as the sums should never have been withheld from the Claimant, I consider that pursuant to Rule 26.9, this is a suitable case where the Court can and should exercise its discretion to award costs to the Claimant. In my opinion, the Defendant has acted unreasonably in withholding sums that were obviously due to the claimant, by failing to engage with the pre-action letter and therefore forcing the Claimant to commence proceedings and incur costs which could – and should - have been avoided.

**Conclusion**

21. The Defendant is to pay to the Claimant the sum of KZT 22,957,606 within 14 days of the date of this Judgment.

By Order of the Court,

Saima Hanif KC,  
Justice, AIFC Small Claims Court

**Representation:**

The Claimant was represented by Mr Kaisar Jenbekov, an external lawyer, Astana, Kazakhstan.

The Defendant did not respond to the proceedings.