



IN THE SMALL CLAIMS COURT

OF THE ASTANA INTERNATIONAL FINANCIAL CENTRE

15 June 2026

CASE No: AIFC-C/SCC/2026/0004

NON-PROFIT JOINT-STOCK COMPANY "HAILEYBURY ALMATY"

Claimant

v

(1) ZARLYKHAN DUYSENBEK

(2) ULARSHYN SALTANATKYZY

Defendants

JUDGMENT

Justice of the Court:

Justice Patricia Edwards

ORDER

UPON the commencement of a Claim on 29 January 2026;

AND UPON the Defendants having not filed a Defence;

IT IS ORDERED that:

1. The Defendants must, by 16:00 Astana time on 24 June 2026, pay to the Claimant KZT 6,313,448 plus the court fees KZT 94,701.72 paid by the Claimant in these proceedings.
2. No order as to costs.

JUDGMENT

1. On 13 September 2023, the Claimant entered into two educational services agreements with the Defendants, in respect of their two children.
2. Clause 1 of each agreement incorporated the school's Terms of educational services provision ("the Terms"). These in turn included the following provisions:

"II.1 ...

3) The School shall return to the Parent the amount of the Guarantee Payment within 30 (thirty) calendar days from the date of termination of the Agreement. The School has the right to unilaterally deduct the amount equal to any indebtedness (or a part of any indebtedness) of the Parent from the amount of the Guarantee Payment in case of non-performance or undue performance by the Parent of his/her payment obligation under the Agreement.

...

VI.3. In addition, the School shall have the right to immediately terminate the Agreement unilaterally if the Parent is late in paying the Fee for more than 10 (ten) working days.

...

XI.1. Any dispute, whether contractual or non-contractual, arising out of or in connection to this Agreement or Terms, including any question regarding their existence, validity, or termination, shall be subject to the exclusive jurisdiction of the AIFC Court. The language to be used in the proceedings shall be Russian. This Agreement and Terms are governed by the law of the Republic of Kazakhstan."

3. The Claimant sent the Defendants a notice of unilateral termination of the agreements on 12 January 2026. The notice was accompanied by a reconciliation statement of mutual settlements for the period from 1 January 2025 to 9 January 2026, showing a debt of KZT 6,313,448. The Claimant asked for payment within five business days, failing which it would commence court proceedings.
4. This was the amount outstanding after the Claimant had settled part of the Defendants' debt from their Guarantee Payment, in accordance with clause II.1(3) of the Terms.

5. As regards jurisdiction, pursuant to clause XI.1 of the Terms, set out above, the parties have agreed to the jurisdiction of the AIFC Court. The Claimant's claim is for KZT 6,313,448 which is equivalent to approximately USD 13,000. As this is less than USD 150,000, it is appropriate that the claim be determined in the Small Claims Court pursuant to Rule 28.1(1) of the AIFC Court Rules.
6. The Claimant filed proof of service on 3 April 2026. The Defendants have filed no Defence or evidence in response to the Claim. It appears from the material before me that an outstanding debt of KZT 6,313,448 is owed to the Claimant and should now be paid.
7. In addition, the Claimant claims payment of the court fees it has paid in these proceedings. The award of costs and expenses in the Small Claims Court is addressed in Rule 26.9 of the AIFC Court Rules: *"The SCC may not order a party to a small claim to pay a sum to another party in respect of that other party's costs, fees and expenses, including those relating to an appeal, except: (1) such part of any Court fees paid by that other party as the SCC may consider appropriate ..."*. It seems to me appropriate for the Defendants to pay the court fees in this case, having had the claim against them set out clearly prior to these proceedings and having not responded to that or to the Claim or provided any reason for non-payment, thus obliging the Claimant to pay these fees.
8. Accordingly the claim succeeds in full. The Defendants are liable to pay to the Claimant the KZT 6,313,448 claimed plus the court fees paid by the Claimant.

By the AIFC Small Claims Court,

Patricia Edwards,
Justice, AIFC Small Claims Court

Representation:

The Claimant was represented by Mr Chingiz Jumabekov, Legal Advisor at Haileybury Almaty, Almaty, Kazakhstan.

The Defendants were not represented.