



IN THE SMALL CLAIMS COURT

OF THE ASTANA INTERNATIONAL FINANCIAL CENTRE

9 June 2026

CASE No: AIFC-C/SCC/2025/0062

Sole Proprietor "AMAN INVEST"

Claimant

v.

Private Company Inlaw Inc Ltd

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 to the extent that:**
  - (a) **The Defendant shall pay to the Claimant the sum of KZT 2,377,395.00 by way of damages.**
  - (b) **The Defendant shall also pay to the Claimant the Court fee (KZT 61,777) and the cost of the notarisation of the documents and notarised translations (KZT 193,364).**
2. **In all other respects the Claim against the Defendant is dismissed.**
3. **As long as the Defendant complies with paragraph 1 of this Order, by no later than 23 June 2026, no order as to costs.**

**JUDGMENT**

**Introduction**

1. By a claim registered on 7 November 2025, the Claimant seeks various remedies from the AIFC Small Claims Court arising out of a contract for services with the Defendant.
2. The parties accept that the claim is within the jurisdiction of the AIFC Court and that is appropriate for determination by the Small Claims Court ("**SCC**") having regard to Rule 28.2 of the AIFC Court Rules ("**the Court Rules**").
3. Both parties have provided detailed written submissions setting out their respective positions in detail, as contained in the Claimant's application form (dated 7 November 2025), and a response filed on behalf of the Defendant (dated 21 November 2025). The written submissions were supported as appropriate by documentary evidence.
4. Following confirmation by the Claimant that it still wished the matter to be resolved by way of an oral hearing, the Court directed an oral hearing using video-conferencing facilities. The remote hearing took place on Thursday 30 April 2025, and was approximately two hours. The Claimant was represented by Mr Aidar Aralbayev, an external lawyer from Magna Law Firm. The Defendant was represented by Mr Marat Kiyalov, an external lawyer from the Chamber of Legal Consultants, "Confidence & Law". In addition, Mr Berov, the Managing Director of the Defendant was also present in the room with Mr Kiyalov.
5. The Claimant submitted a skeleton argument in advance of the oral hearing. The Defendant re-submitted its response.
6. I would like to pay tribute to the legal representatives of both parties, for their very helpful oral and written submissions, which have assisted me in reaching this decision.

**The Parties**

7. The Claimant is a company incorporated in the Astana International Financial Centre (**AIFC**). The CEO is a Mr Alimbayev.

8. The Defendant is a limited liability partnership incorporated in the AIFC and licenced by the AIFC since 13 August 2020. It is licenced to carry out the business of providing legal services and consulting services.

### **The Contracts**

9. By a document dated 4 March 2025, the parties entered into a written contract. The Claimant was described as the Client, the Defendant the Contractor. The objective of the contract was stated in clause 1.2 to be as follows:

“The Contractor undertakes to obtain pre-approval for Client’ Private Company to obtain a license for Advising on Investments from the AFSA...(hereinafter – the “**License**”), to register the Private Company Aman Invest Ltd, to conduct relevant business activity, where the Client will be the sole participant (the “**Company**”), and to provide full support in obtaining the License for the Company (hereinafter – the “**Services**”).”

10. The Defendant was required by clause 2.4.2 to act “competently in the interests of the Client in all cases related to the fulfilment of the terms and conditions of this Contract.”

11. Clause 4, entitled “Payment Terms” provides as follows:

4.2. The advance payment in the amount of USD 8,500 (eight thousand five hundred) shall be payable within 5 (five) business days from the date of signing of the Contract by the Parties.

12. The Claimant paid this on 5 March 2025 by remitting KZT 4,250,000 (being the equivalent of USD 8.500). The next instalment would have been due when preliminary approval was received from the AFSA, however, as set out below, the contractual relationship between the parties came to an end before this date.

13. The parties entered into a second contract on 19 June 2025, under which the Contractor was engaged to obtain a licence from the AFSA, to enable the Claimant to advising on investments. The contract contained materially identical payment terms to that in Contract 1, and an advance payment of KZT 2,594,050 (being the equivalent of USD 5000) was made by the Claimant to the Defendant on 19 June 2025.

14. It is therefore not in dispute that the Defendant has received the equivalent sum of USD 13,500 from the Claimant. The Claimant now seeks a return of that sum.

### **The Key Evidence**

15. The Claimant has submitted a series of “Telegram” messages between the parties (mainly Mr Alimbayev of the Claimant and certain employees of the Defendant). The content of those messages is not disputed.

16. It is fair to say that the messages demonstrate that the Claimant had concerns that progress with the application was slow. For example, on 25 June 2025, the Claimant asked the Defendant when the application would be submitted. The Defendant stated that it would be submitted “Monday/Tuesday” of the following week.

17. The Claimant sent further messages on 22 July 2025. The Defendant then informed him that another person would be dealing with his matter, “Berik”. (It seems that Berik was taking over from an individual called “Kuat.”)

18. On 25 July 2025, the Claimant asked for details of how to sign the application. This query was repeated on 29 July 2025.
19. On 1 August 2025, the Claimant chased for an update and was told that the documents had already been submitted to the AFSA for review. The Claimant stated that he had not approved the documents, and a dispute arose as to how the Claimant's signature had been applied to the documents. It appears that the Defendant had an electronic signature which it applied to the document.
20. Following the submission of the documents, the AFSA reverted to the Defendant with a number of comments and queries, stating "...not all comments outlined in the initial review letter have been fully addressed...it is essential for the success of the application that all review comments are comprehensively addressed..." Documents were also requested by the AFSA.
21. On or around 16 August 2025, the Defendant informed the Claimant about the comments from the AFSA. The comments indicated that the application was incomplete in that certain information/documentation was missing. On 16, 18 and 19 August 2025, the Claimant asked the Defendant why the documents he had provided earlier, and the information highlighted by the AFSA, had not been provided to the AFSA. The Claimant chased again for a response on 20 August 2025.
22. The Defendant did not address the specific points raised by the Claimant but indicated by a message sent on 25 August 2025 that the Defendant would send the Claimant the next draft of the application for review, before it was sent to the AFSA.
23. The Claimant responded the same day, expressing his frustrations:

"...During the conference call, we agreed to hold weekly calls and receive reports from you on the work done, as well as find out what issues we need to address next week..."
24. The Claimant also stated that he was concerned that "we discuss issues over the phone, and then they are forgotten. For example, during the last call, Berik said that if we do not address all the comments, you will bear the costs of resubmitting the application. Let's put this in writing." The Defendant responded, and did not dispute this, asking another party on the "Telegram" exchange ("Pro010001") to "please write an email with our current status, copy me in on it."
25. On 28 August 2025, the Claimant messaged again stating that he had "been waiting for the promised email since Monday." He specifically requested "specific deadlines and a list of the work that has been done" stating that he was "extremely dissatisfied with your attitude toward work."
26. The Defendant responding stating that "at the moment, we are working on comments on the application. The next stage is Policies."
27. On 2 September 2025, the Claimant asked when he could "expect the documents for submission." The Defendant replied that he would receive the documents for review "tomorrow before the end of a workday..."
28. On 4 September 2025, the parties engaged in further communication over the application. The Claimant raised queries with regard to section 7.1. At this point, an additional employee from the Defendant was added to the messaging exchange, "Dastan" and the Claimant was informed that Dastan would be supervising the case. The Claimant raised some queries regarding factual information in the application, and was informed by Dastan that the information had been obtained "from the first Application round that you signed off on." The Claimant stated that he did not approve certain factual information (in particular, the reference to amount of money under management).

29. Dastan explained that with regard to the Business Plan: “we will send you a template and ask for your assistance in filling it out on your part.”
30. On 5 September 2025, the Claimant asked Dastan why documents requested by the AFSA, which he had previously sent to the Defendant, had not been sent to the AFSA. Dastan replied that “We have completely changed the team working on your case, which may be why some details were overlooked...I can’t say for sure.” The Claimant also complained that the weekly calls had not taken place, and no call had taken place for a month.
31. Around this time, the Defendant informed the Claimant that if the second draft application was not considered by the AFSA to be complete, therefore requiring a third draft, there would be an additional charge for the AFSA to review the third draft.
32. The Claimant and Dastan subsequently had a “Zoom” call on 10 September 2025. I have been provided with a transcript of that call. During that call, the Claimant expressed his dissatisfaction with the service provided to date by the Defendant, referring to information on the application which was incorrect. With respect to one item of incorrect information in the application, (namely 30 million of assets under management), Dastan explained that he could not “say right now why this figure of 30 million appeared. Perhaps it came from some other applications, or it was copied from somewhere.” Dastan pointed out however that the Claimant’s signature was on the application that was submitted to the AFSA.
33. The Claimant explained that the documents were sent without his consent, and he only discovered the error after the application had been submitted. The Claimant informed Dastan of other errors within the application, stating that “it was as if no one checked it, even Berik, the assistant just made it and sent it off...”.
34. The Claimant made specific reference to errors within section 7.2 of the application, and Dastan responded that “this is apparently from some kind of template...” The Claimant and Dastan then had an in-depth discussion about other details/documentation relating to the application.

### **The AFSA’s Comments**

35. The Claimant has submitted a document with its claim, which contains the comments from the AFSA on sections 4, 5, 6 and 7 of the application. The AFSA’s comments range from pointing out that certain of its earlier comments were not addressed, to asking for update versions of certain policies that were originally submitted (e.g. the Compliance Manual). With regard to the application for certain individuals to be approved for their roles, the AFSA noted that “no documents for the new candidates were provided in the second package, which makes it impossible to proceed with the review.”
36. On 16 September 2025, the Claimant wrote to the Defendant setting out its concerns and invited the Defendant to refund all sums of money paid to it by the Claimant. Whilst the letter did not expressly terminate the contract, in my view, that is the obvious and implicit intention and effect of the letter.
37. On 23 September 2025, the Defendant responded and pointed out that under the contract, the Defendant was obliged to refund 50% of the fees only if the AFSA refused to issue the licence. As no such refusal had been issued, the Defendant stated that it had no obligation to refund any of the fees.
38. By a letter dated 9 October 2025, the Defendant wrote to the Claimant purporting to terminate the two contracts under clause 8.4 (on the basis that, allegedly, the Claimant had failed to provide the necessary information requested by the Defendant).

## The Claim

39. In the claim form the Claimant seeks the following relief:

(1) Restitution of the monies paid, namely USD 13,500.

(2) A refund of a fee imposed by the AFSA. At the hearing, the Claimant confirmed that as it happened, no fee was imposed by the AFSA, and as such, this part of the claim was not being pursued.

40. The basis upon which the Claimant seeks restitution is the allegation that there has been a fundamental non-performance of the contract, by the Defendant, pursuant to sections 77 and 86 of the AIFC Contract Regulations.

41. The Claimant also submits that the Defendant has breached section 76 of the AIFC Companies Regulations as it has engaged in conduct that is misleading or deceptive. At section 5.5 of the claim form, the claimant states that:

“Submitting false information to AFSA on behalf of the Claimant clearly falls under “misleading or deceptive conduct.””

42. The Claimant further relies on section 174 of the AIFC Companies Regulations stating at section 5.7 of the application that:

“5.7 The Defendant inserted false information negligently or recklessly. The Defendant used the Claimant’s signature without consent...This resulted in losses – USD 5,000 paid to AFSA for the review, and reputational/business harm to the Claimant.”

43. I address each of these arguments below.

## My Findings

44. Non-performance is defined in section 77 of the AIFC Contract Regulations as a failure to perform one or more obligations under the contract, including defective performance. Section 86(1) of the AIFC Contract Regulations confers on a party a right to terminate a contract if the failure of the other party amounts to fundamental non-performance. Section 86(2) of the AIFC Contract Regulations cites four factors to which regard must be had when determining whether a failure amounts to fundamental non-performance.

45. In summary, the Claimant states that:

(1) The breaches by the Defendant substantially deprived the Claimant of what it was entitled to expect under the contract, thereby giving rise to fundamental non-performance. At section 4.1.1 of the claim, the Claimant sets out examples of errors made by the Defendant with regard to the application to the AFSA.

(2) In a number of examples, the Claimant refers to the Defendant as having “falsely” described certain facts and/or as having misled the AFSA.

(3) The Claimant also relies on the unauthorised use of the Claimant’s signature on the AFSA application form.

46. In my view:

- (1) Whilst there do appear to be factual errors within the drafts submitted to the AFSA, based on the material provided to me, I am unable to conclude that the Defendant did this deliberately/recklessly, nor can I conclude that the AFSA was misled. What is clear is that some of the factual errors (such as the error describing the Claimant as a financial consultancy with assets under management of USD 30 million) did give rise to follow up comments from the AFSA; however, it was precisely these comments which the Defendant was seeking to correct/address on the next submission to the AFSA. Whilst this demonstrates that the Defendant did not take sufficient care when submitting the information to the AFSA, I am unable to describe the errors as intentional or reckless. They are more likely a result of poor oversight by the Defendant and/or the changes in the team.
  - (2) I also have to ask myself what the consequence of these errors was. The AFSA plainly had further questions, which the Claimant, via the Defendant, would have had to address. However, despite the Claimant's dissatisfaction with the Defendant, I cannot conclude that the Defendant would have been unable to address the comments satisfactorily moving forward. Indeed, the addition of "Dastan" to the team appears to have been a positive step forward, and based on the transcript of the Zoom call, it was clear that the parties had a fruitful discussion of the further work required on the application.
  - (3) With regard to the Claimant's electronic signature, it does appear to be the case that it was used without expressly seeking the client's prior consent. However, based on the material provided to me, I am unable to conclude that the Defendant did this deliberately/recklessly – as with the other errors, in my view the Defendant was careless. In any event, it is also not clear to me what specific harm this caused to the Claimant. The AFSA did not impose a fee of USD 5,000 so no financial loss was caused.
  - (4) I also note that the Claimant accepted in oral submissions that it was not the case that the Claimant was not able to rely on any work carried out by the Defendant. The Claimant suggested that it was able to use around 10% of the Claimant's work. The Defendant disputes this figure. Although I am not able to make a percentage assessment based on the information provided to me, it is clear that even on the Claimant's own case, some of the work carried out by the Defendant was of value.
47. In short, despite the compelling oral submissions of Mr Aralbayev, I am unable to accept that the Claimant had been deprived of the substantial benefit of what it could expect under the contract. The submission to the AFSA was an iterative process, and the parties were in the process of addressing the comments raised by the AFSA. Although the Defendant did not in fact present the next submission to the AFSA, it is plain that significant work was carried out by the Defendant which was of some use to the Claimant. Hence I do not accept that the Defendant's conduct amounted to a fundamental non-performance of the contract.
48. However, I do consider that in light of the Defendant's conduct set out above (e.g failing to provide timely information to the Claimant, carelessly applying his signature without his consent, failing to provide him with the application for review prior to submitting it to the AFSA, making numerous factual errors in the application) does amount to a breach of clause 2.4.2 of the contact. Section 109 of the AIFC Contract Regulations entitles a party to a right to damages where there has been a non-performance. Applying section 111 of the AIFC Contract Regulations, in my view the correct measure of damages is that of the loss in value to the Claimant of the services it received. This type of damage cannot be established with a specific degree of certainty given the limited material available to me, however, doing the best I can based on the information I have, in my discretion I assess the damages to be one-third of the total amount paid by the Claimant to the Defendant, which was KZT 7,132,185.

**My decision**

49. In light of the findings above, I direct that:

(1) The Defendant shall pay the Claimant the sum of KZT 2,377,395.00.

(2) The Defendant shall also pay the Court fee (KZT 61,777) and the cost of the notarisation of the documents and notarised translations (KZT 193,364).

50. The Defendant is required to pay amounts set out above within 14 days of the date of this decision.

51. Finally, the Claimant has asked for their costs. In light of the fact that the Claimant has succeeded in part as against the Defendant, but has not succeeded on the entire claim, and as these are small claims proceedings, and on the condition that the Defendant will make the payment within 14 days of the date of this decision, I do not propose to make any costs order. There is no exceptional basis for doing so, hence each side must bear its own costs.

By Order of the Court,

Saima Hanif KC  
Justice, AIFC Court

**Representation:**

The Claimant was represented by Mr Aidar Aralbayev, an external lawyer from Magna Law Firm.

The Defendant was represented by Mr Marat Kiyalov, an external lawyer from the Chamber of Legal Consultants, "Confidence & Law".