



IN THE SMALL CLAIMS COURT

OF THE ASTANA INTERNATIONAL FINANCIAL CENTRE

31 July 2026

CASE No: AIFC-C/SCC/2026/0011

PRIVATE COMPANY “OCTOP S.A.A.” LTD

Claimant

v

“HOLO MEDIA” LLP

Defendant

JUDGMENT

Justice of the Court:
Justice Josephine Higgs KC



JUDGMENT

1. INTRODUCTION

- 1.1. The Claimant, Private Company "OCTOP S.A.A." Ltd (the "**Claimant**"), commenced a claim against HOLO MEDIA LLP (the "**Defendant**"), by submitting a Claim Form to the AIFC Court which was issued by the AIFC Court on 1 April 2026.
- 1.2. In its Claim Form, the Claimant claims the sum of KZT 29,304,239.70 alleged to be due under a Sale and Purchase Agreement with instalment payment No. 4/23 (the "**Agreement**") relating to the purchase of equipment: HYPERVSN SmartV L*6 pcs + frame (the "**Equipment**"). The Claimant also claims payment of a contractual penalty of KZT 10,400,279.70.
- 1.3. The Claimant has filed a certificate of service dated 19 May 2026 setting out the steps that have been taken to bring the Claim Form to the Defendant's attention (and has subsequently provided to the Court translations of the documents exhibited to the certificate of service). The steps taken were: attempting to deliver the Claim Form by courier to the Defendant at its address as set out in the Agreement, although, according to the courier, the director of the Defendant, Mr Yessimkhanov Mereke Timurovich, said that he lived in Almaty and appeared to be avoiding service; sending the documents to Mr Yessimkhanov by WhatsApp message and by email, although no response was received from Mr Yessimkhanov.
- 1.4. The Defendant has not acknowledged service or served a Defence.
- 1.5. I consider that the methods used by the Claimant were sufficient to bring the Claim Form and its contents to the notice of the Defendant.

2. JURISDICTION OF THE SMALL CLAIMS COURT

- 2.1. Clauses 7.1 and 7.2 of the Agreement provides as follows in relation to dispute resolution:

"7.1 All disputes and disagreements between the Parties arising during the term of this Agreement shall be resolved through negotiations

7.2. The Party that received a notice of violation of the terms of the agreement, a claim, is obliged to respond to this notice or claim within no more than 15 business days from the date of receiving. If the Parties fail to reach an agreement on the notification or claim through negotiations, the dispute shall be referred to the relevant judicial bodies of the AIFC, Astana city."

- 2.2. The Defendant has not contested the jurisdiction of the AIFC Court.
- 2.3. I am satisfied that the AIFC Small Claims Court has jurisdiction over the Claimant's claim, pursuant to Clause 7.2 of the 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 16 October 2023, the Claimant and the Defendant entered into the Agreement (a copy of which is appended to the Claim Form as Document 1).
- 4.2. Pursuant to Clause 2.1 of the Agreement, the total cost of the Equipment was USD 36,000. In accordance with Clause 2.2 of the Agreement, payment for the Equipment was to be made by instalments over a period of 12 months from the date of signing of the Agreement, on the basis of invoices submitted by the Claimant and in accordance with the payment schedule set out in Clause 2.3. By Clause 2.4, the Defendant undertook to pay the invoices issued by the Claimant within 3 banking days from the date of the Claimant's invoice.
- 4.3. On 17 October 2023, the Claimant transferred the Equipment to the Defendant, and the Defendant signed the Act of Acceptance and Transfer of Equipment for Temporary Use No. 1 (a copy of which is appended to the Claim Form as Document 2).
- 4.4. The Defendant thereafter failed to make payments in accordance with the payment schedule set out in Clause 2.3, despite repeated requests by the Claimant for payment.
- 4.5. On 5 January 2025, the Claimant sent an official notice of indebtedness to the Defendant (which is appended to the Claim Form as Document 3). The stated amount of indebtedness was KZT 29,304,239.70, calculated as follows:
 - 4.5.1. KZT 18,903,960 in respect of the total payment price under the Agreement, USD 36,000, at the exchange rate of 525.11 KZT per USD 1 as established by the National Bank of the Republic of Kazakhstan as of 5 January 2025; and
 - 4.5.2. KZT 10,400,279.70 in respect of a contractual penalty for the period from 20 December 2023 to 5 January 2025.
- 4.6. On 16 January 2025, the Defendant sent a written reply to the notice (which is appended to the Claim Form as Document 4) in which it acknowledged the debt as set out above, confirmed its intention to settle the payment issue, stated that repayment would commence on 15 February 2025 and would be completed by 15 June 2025.
- 4.7. According to paragraph 2.7 of the Claim Form, the Defendant has failed to make any payments.

5. THE CLAIMANT'S CLAIM FOR PAYMENT AND PENALTIES

- 5.1. The Claimant brings a claim for payment of KZT 18,903,960 in respect of the total payment price under the Agreement, USD 36,000 at the exchange rate of 525.11 KZT per USD 1.
- 5.2. The Claimant also brings a claim for a penalty, pursuant to Clause 5.2 of the Agreement, which provides:

"In case of late payment, for 20 days exceeding the terms provided for in item 2.3 of this Agreement, the Buyer shall pay the Seller a penalty in the amount of 0.3% of the amount payable for each day of delay in payment"

5.3. The amount of the accrued penalty for the period 20 December 2023 to 5 January 2025 has been calculated by the Claimant as KZT 10,400,279.70. A schedule setting out the calculation of this amount is attached to the 5 January 2025 notice of indebtedness (Document 3 appended to the Claim Form).

5.4. 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 the Defendant owes the Claimant the sums claimed by the Claimant.

6. CONCLUSION

6.1. For the reasons set out above, the Claimant is entitled to judgment in the sum of KZT 29,304,239.70, and THE COURT ORDERS THE DEFENDANT TO PAY THE SUM OF KZT 29,304,239.70 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 Kuat Roman, independent legal consultant, Astana, Kazakhstan.

The Defendant was not represented.