



IN THE SMALL CLAIMS COURT

OF THE ASTANA INTERNATIONAL FINANCIAL CENTRE

31 July 2026

CASE No: AIFC-C/SCC/2026/0013

IO INVESTMENTS (PTY) LTD

Claimant

v

CORUNDUM ENGINEERING
LIMITED LIABILITY COMPANY

Defendant

JUDGMENT

Justice of the Court:
Justice Josephine Higgs KC



JUDGMENT

1. INTRODUCTION

- 1.1. The Claimant, iO Investments (Pty) Ltd (the “**Claimant**”), commenced a claim against Corundum Engineering Limited Liability Company (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 asks the Court for relief in relation to a contract between the parties for the supply of goods, namely Contract No. CE-iO/11/2022 (the “**Contract**”). More specifically, the Claimant asks the Court to recognise that the Claimant has delivered certain goods to the Defendant and that the Contract and the parties’ obligations have terminated; the Claimant also claims the sum of 2,790,100 RUB from the Defendant in respect of goods delivered by the Claimant to the Defendant, together with the Court fee.
- 1.3. The Defendant has filed a Defence in which the Defendant confirms that all of the circumstances relating to the Contract set out in the Claim Form are correct, but states that it objects to the Claimant’s request to recover the Court fee, as the Claimant has not paid the Court fee and has not incurred any expenses.

2. JURISDICTION OF THE AIFC COURT

- 2.1. The Claimant contends that the AIFC Court has jurisdiction over its claim pursuant to Clause 11.4 of the Contract. In its Defence, the Defendant states that it waives objection to the jurisdiction of the AIFC Court and acknowledges that the jurisdiction of the AIFC Court is proper.
- 2.2. I am satisfied that the AIFC Small Claims Court has jurisdiction pursuant to Clause 11.4 of the Contract.

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, and the Defence.

4. THE CLAIMANT’S CLAIM

- 4.1. The contractual history between the parties which is relatively complex is set out in detail in the Claim Form, which appends all of the contractual documents referred to. In summary, the parties entered into the Contract on 7 November 2022 for the supply of goods in accordance with Specification No. 1 to the Contract, and subsequently entered into additional agreements No. 1 to 6 which amended and supplemented the terms of the Contract.
- 4.2. The Defendant has expressly confirmed in its Defence that the parties entered into the Contract, that the parties signed additional agreements No. 1 to 6, and that all the circumstances of the Contract’s execution stated in the Claim Form are correct. I understand from the Defence that there



is no dispute about any of the facts relating to the Contract set out in the Claim Form. In the circumstances, it is not necessary to set out the full contractual history and facts in this Judgment.

- 4.3. As I understand the Defence, the Defendant does not put forward any defence to the Claimant's claim for 2,790,100 RUB from the Defendant in respect of goods delivered by the Claimant. In light of that, and in light of the confirmations given in the Defence as to the accuracy of the matters set out in the Claim Form, I am satisfied that the Claimant is entitled to judgment in that amount.
- 4.4. The Claimant also claims repayment of the dispute resolution fee from the Defendant. However, as the Contract was entered into before 1 April 2023, no Court fee was payable by the Claimant.
- 4.5. The Claimant has also asked the Court to recognise that the Claimant has delivered certain goods to the Defendant and that the Contract and the parties' obligations thereunder have terminated. I understand the Claimant to be seeking declaratory relief from the Court, but the precise terms of the declarations sought by the Claimant are not clear, and I therefore decline to grant such relief at this stage. If the Claimant wishes to seek declaratory relief from the Court, it must specify the precise terms of the declarations sought within 28 days from the date of this Judgment; the Defendant must confirm within 28 days thereafter whether it agrees or objects to such declaratory relief being given by the Court, and if it objects, the grounds on which it does so.

5. CONCLUSION

- 5.1. For the reasons set out above, the Claimant is entitled to judgment in the sum of 2,790,100 RUB, and THE COURT ORDERS THE DEFENDANT TO PAY THE SUM OF 2,790,100 RUB 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 Ms Svetlana Tikhonova, lawyer on behalf of iO Investments (Pty) Ltd.

The Defendant was represented by Mr Dmitriy Shalimov, General Director, Corundum Engineering Limited Liability Company.