IN THE SMALL CLAIMS COURT

OF THE ASTANA INTERNATIONAL FINANCIAL CENTRE

17 September 2026

CASE No: AIFC-C/SCC/2026/0024

Yessimov Kuanysh Rafkhatbekuly

Claimant

v.

(1) Private Company Smart Parking Technologies Ltd

(2) Private Company Parqour Mobility AI Ltd

Defendants

JUDGMENT

Justice of the Court:

Justice Saima Hanif KC

ORDER

1. The Claim is allowed in part, against the First Defendant. The First Defendant shall pay the Claimant the sum of KZT 15,000,000 in respect of a bonus awarded to him on 13 February 2026.

2. The First Defendant is required to pay the amount set out at paragraph 1 above within 14 days of the date of this decision.

3. If the Claimant wishes to claim interest on the bonus payment, the Claimant shall file short written submissions as set out at paragraph 48 below.

4. No order as to costs.

5. The Claim is dismissed against the Second Defendant.

JUDGMENT

Introduction and Summary of Claim

1. By a claim registered on 3 June 2026, the Claimant seeks various remedies from the AIFC Small Claims Court arising out of a written contract of employment with Private Company Smart Parking Technologies Ltd, the First Defendant (henceforth "**D1**"), dated 18 July 2022 (henceforth "**the Contract**"). The Claimant has requested that the matter be determined on the papers.

2. The claim arises from D1's alleged failure to pay wages, pension contributions and a bonus due to the Claimant under the Contract. The Claimant seeks to recover from D1 and the Second Defendant ("**D2**") the alleged outstanding sums, and further declarations as to his legal rights and entitlements.

3. The Contract expressly incorporates the AIFC Employment Regulations No. 4 of 2017 ("**the Regulations**"). Both parties agree that regulation 4(3) confers jurisdiction on the AIFC Court to determine any dispute arising under the Regulations.

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**").

The Key Facts

5. Pursuant to the Contract, the Claimant was employed by D1 as a "business development manager". It appears that over the course of the employment relationship, the Claimant's role changed, such that by the time of the events which are the subject of this dispute, he was the Head of Sales Department.

6. By a letter dated 13 February 2026, addressed to the Claimant, D1 stated as follows:

   "In accordance with the Rules for calculation, accrual, and payment of bonuses to employees of the commercial and other departments, I HEREBY ORDER:

   1. To pay bonuses to [the Claimant], Head of Sales Department, for the signing of contracts for the following projects…in the amount of 15 000 000 (fifteen million) tenge (net).

Court

2. The calculation of the amount specified in paragraph 1 of this Order shall be made in equal payments, with the final settlement to be completed no later than 3 (three) months from the date of issuance of this Order."

7. I have been provided with a written document entitled "Rules for Calculating, Accruing, and Paying Bonuses to Employees of the Commercial and Other Departments of Smart Parking Technologies Ltd (Private Company)" ("**the Rules**"). I understand that it is this document which is referred to in the letter of 13 February 2026.

8. Under cover of a letter dated 23 February 2026, the Claimant notified D1 that he was resigning from his employment, effective as of 20 February 2026, on the grounds of non-payment of salary for January 2026 and a failure to transfer mandatory pension contributions for a period of two years. He also stated that there had been "delays in salary payment...previously" but these were not itemised. The Claimant also requested D1 to, amongst other things, pay the bonus of 15 000 000 tenge and to terminate the contract without requiring the Claimant to serve his notice period. According to the letter, the bonus was due to the Claimant "for the successful signing of client projects in 2025…" i.e. it was in respect of services which had been provided in 2025.

9. It is not in dispute that the Claimant's last day at work was 20 February 2026.

10. The Claimant has provided evidence showing that on 20 February 2026 D1 deactivated the Claimant's corporate email account and removed him from all corporate communication channels. Access was never reinstated.

11. D1 responded by a letter dated 6 March 2026 noting that under the Contract, the Claimant was required to provide at least 30 calendar days prior written notice of termination, and as no such notice was given, D1 stated that the Claimant's absence from the workplace from 20 February 2026 was "without proper formalization" and D1 reserved the right to apply disciplinary measures against the Claimant. The letter did not respond to the allegations made by the Claimant regarding non-payment of wages and the failure to transfer the mandatory pension contributions. Nor did the letter state that the Claimant was expected to return to work on a specific date; nothing was said about reinstating the Claimant's access to D1's communication channels.

12. By a letter dated 11 March 2026, D1 wrote to the Claimant stating that he had "committed a serious breach of labour discipline, namely: for the period from 20.02.2026 to 11.03.2026 he actually did not perform job duties, did not respond to communication and did not provide evidence of a valid reason for absence." The letter required the Claimant to provide a written explanation for the same "within no later than (2) days". The letter did not reference, or comment upon, the contents of the Claimant's letter of 23 February 2026.

13. The Claimant replied by a letter dated 12 March 2026, setting out his position that, inter alia, there had been repeated delays in paying his wages and that D1 had not made the mandatory pension and social contributions. The Claimant again requested that the employment relationship be terminated without requiring a 30-day notice period because the grounds of termination were the employer's breach of the Contract terms.

14. D1 held a disciplinary meeting on 13 March 2026, at 10:00. The notes of the meeting record that the Claimant did not attend and no reasons were provided for the absence. (I note that I have not seen any correspondence to record that the Claimant was formally invited to the disciplinary meeting).

15. The minutes record that there were two items on the agenda, namely the imposition of a disciplinary sanction on the Claimant "in the form of termination" of the contract and cancellation of the bonus. The minutes record that a decision was made to terminate the contract and cancel the bonus.

16. I have also been provided with a document, signed by the Chief Executive Director ("**CED**") of D1, dated 13 March 2026, which is said to be a "certificate" which states as follows:

"I, the [CED]…have established that [the Claimant] has actually failed to perform his job duties during the period from 20.02.2026 to 10.03.2026. In particular:

He deliberately evades the performance of his job duties as stipulated by the Employment Contract…and actually has not performed his duties without valid reasons during the period from 20.02.2026 to 13.03.2026, thereby violating his obligations as an employee.

[The Claimant] refused to provide a written explanation regarding the fact of committing a gross violation of the terms of the employment contract."

17. In respect of the assertion that the Claimant failed to provide a written explanation, I find this is incorrect because the Claimant wrote to D1 on two occasions (23 February 2026 and 12 March 2026) setting out his position.

18. On 16 March 2026, the CED issued an order imposing a disciplinary sanction on the Claimant for failing to perform his duties "during the period starting from February 20, 2026…" The sanction was the termination of the Contract "at the initiative of the Employer." ("**Order No. 1**") Order No. 1 was said to come into force on 16 March 2026. If correct, this would mean that the Contract was terminated by D1 on 16 March 2026.

19. The CED issued a further order on 17 March 2026, which was said to come into force on 16 March 2026 ("**Order No. 2**") Order No. 2 states as material:

"…I HEREBY ORDER:
1. To terminate Employment contract No. 69 dated July 18, 2022 at the initiative of the Employer.
2. To terminate the employment relationship with [the Claimant] as of March 17, 2026 due to gross violation of labour duties – actual non-performance of job duties without valid reason during the period from 20.02.2026 to 13.03.2026.
…"

20. Hence consistent with Order No. 1, the purported date of termination of the Contract would be 16 March 2026.

21. A separate order also dated 17 March 2026 ("**Order No. 3**") recorded the cancellation of the bonus. As material it stated that the bonus was cancelled "due to the imposition of disciplinary sanction in the form of termination of the Employment contract at the initiative of the Employer…"

22. The Claimant sent a pre-action letter dated 9 April 2026.

Overview of the current proceedings

23. On 3 June 2026, the Claimant issued the claim. In the remedy section of the claim form (section 3) the Claimant set out the relief that he was seeking. As material he sought the following:
    (1) Payment of his wages for January 2026 (in the amount of KZT 1,685,556).
    (2) Payment of his wages for February 2026 (in the amount of KZT 1,264,167).
    (3) Payment of the bonus in the amount of KZT 15,000,000.
    (4) Compensation for accrued but untaken vacation leave.
    (5) Certain declaratory relief.
    (6) Interest.
    (7) Costs.

24. In the "particulars of claim" that were appended to the claim, the Claimant explained that he had filed a complaint with the Labour Inspectorate of the Republic of Kazakhstan (henceforth for ease, "**the Labour Court**") regarding D1's failure to pay his wages, and the tax authority of the Republic of Kazakhstan ("**the Tax Authority**") regarding D1's failure to remit mandatory pension (OPV) and OSMS contributions. Section 4 of that document helpfully contained a schedule of loss, indicating that the Claimant claimed monetary compensation for unpaid wages for January and February 2026, the contractual bonus, and accrued but untaken vacation leave.

25. At 17:00, on 17 June 2026, the Defendants filed a written Defence, defending the claim in full. In summary the Defendants' position is as follows:
    (1) D2 was not party to the Contract. Accordingly the Claimant has no cause of action against D2.
    (2) Following the decisions of the Labour Court and the Tax Authority, D1 had paid the Claimant all sums that were due to him hence these claims should be dismissed.
    (3) The Claimant's bonus had been cancelled and was not due to him and his employment was lawfully terminated by D1.
    (4) In light of the above, there was no need for any of the declarations.

26. On 22 June 2026, the Defendants filed a further document, entitled "Supplemental Submission" in which they sought to file notarised translations of documents that had been served with the Defence, but had not been translated.

27. On 29 June 2026, the Claimant wrote to the Court raising two procedural matters:
    (1) It was said that the Defence was filed and served at 17:00 on 17 June 2026, in accordance with the Court's Order. The Claimant stated that as this was after 16:00, service was therefore deemed to have occurred the next day on 18 June 2026, by operation of Rule 5.15.
    (2) The Claimant objected to the Defendants' supplemental submission, and requested that the Court decline to admit the further documents referred to therein.

28. By a decision communicated to the parties on 16 July 2026, the Court accepted the Supplemental Submission. However, before ruling on the points raised in the Claimant's submissions of 29 June 2026, the Court directed the Defendants to file written submissions in response to the two procedural objections raised by the Claimant. The Claimant was also granted a right of reply.

29. By written submissions dated 23 July 2026, the Defendants stated that:
    (1) The Defence was not out of time because, inter alia, the Defendants had complied with the order of the Court. The Defendant also referred to the wording of Rule 5.15 of the AIFC Court Rules, submitting that it was in time. Alternatively, the Defendants invited the Court to exercise its discretion under Article 3.1 to extend time, to admit the defence.

(2) With regard to the additional documents: these were not new documents, but were translations of documents that had been served with the Defence.

30. On 30 July 2026, the Claimant filed a written reply, in which he responded to the Defendants' submissions of 23 July 2026 and made some further comments on the merits of the Defence. In respect of the relief claimed by the Claimant, the Claimant conceded that he had received payment of his wages and annual leave, such that, he did not "press for a further monetary award on Claims No. 1, No. 2 and No. 4 but asks the Court to record that they were well-founded when brought" and asked for this to be taken into account when considering costs. (For the avoidance of any doubt, "Claims No. 1, No. 2 and No. 4" are a reference to the claims for compensation in respect of unpaid wages for January 2026, unpaid wages for February 2026 and accrued vacation leave i.e. these claims were effectively withdrawn).

My Decision on the Procedural Points

31. As to the two procedural points raised by the Claimant:
(1) In light of the fact that the Court made a direction requiring the Defendants to file a defence by 17:00 on 17 June 2026, and as the Defendants complied with this direction, the defence was served and filed in in time. Alternatively, had it been necessary for the Court to exercise its discretion to extend time, this would have been a suitable case to do so, given the Defendants complied with a direction of the Court. The Defence is therefore in time.
(2) As the additional documents were merely translations of documents submitted with the Defence, there was no prejudice to the Claimant. Hence those documents were admitted in full.

My Decision on the Position of The Second Defendant

32. It is not in dispute that D2 was not party to the Contract. I have not seen any document which would suggest any legal basis for making D2 liable to the Claimant, as a result of the Claimant's employment relationship with D1.

33. Whilst the Claimant has a concern that D1 is seeking to, or may be planning to, evade any obligations it has towards the Claimant by assigning all its debts to D2, no evidence of this has been provided to me. Accordingly, based on the documents provided to me, the Claimant has not established a cause of action against D2, so the claim as against D2 is dismissed in its entirety.

Remaining relief sought by the Claimant against D1

34. In light of the Claimant's concessions as recorded in the Reply dated 30 July 2026, I am only required to determine the following issues:
(1) Is the Claimant entitled to the bonus of KZT 15,000,000?
(2) Is the Claimant entitled to any declaratory relief?
(3) Interest.
(4) Costs.

35. I deal with each one below.

Is the Claimant entitled to a contractual bonus?

36. The Contract itself is silent as to the payment of a bonus. D1 therefore relies on the Rules. A version of this document, which was signed by the Claimant, has been provided to me.

37. As material, Clause 20 of the Rules, entitled "Grounds for Cancellation of a Bonus" states as follows:

> 20. The Company may revoke a bonus payment order at its discretion. A Bonus shall not be accrued or paid, and a previously issued order for its payment shall be revoked in the following cases:
>   20.1. The employee terminated their employment with the Company at their own initiative before the actual date of Bonus payment.
>   20.2. A disciplinary sanction was applied to the employee in the period between the date of Bonus approval and the date of its actual payment."

38. The Claimant states that the Rules do not apply because Clause 2 specifies that the Rules apply only to three specified positions (Sales Manager, Business Development Manager and Commercial Department Intern) and at the time of the Bonus he was the Head of the Sales Department, a role which was not specified in the Rules. I do not find this argument persuasive. If the Rules did not apply to the Claimant as at 13 February 2026, then he had no contractual entitlement to a bonus at all, in which case any contractual claim for a bonus would have no merit. I also note that the letter of 13 February 2026, specifically references the Rules. If, as the Claimant contends, the Rules did not apply to him, I would have expected him to make this clear at the time. He did not.

39. The question I have to ask myself is whether the exercise by D1 of its discretion under clause 20, was reasonable taking into account all the relevant circumstances. I remind myself that it is not my role to substitute my own view of what I think should have occurred – rather, the question is whether D1's decision is within the range of outcomes open to a rational employer taking into account all the relevant facts.

40. To answer this question, I take into account the following matters:

(1) The Rules, which the Claimant signed, made it express that D1 had a discretion to cancel a bonus in the circumstances specified in clause 20.
(2) The bonus was given in respect of client contracts that had been signed in 2015 i.e. it was retrospective bonus for work already carried out.
(3) The Claimant originally sought D1's consent to the termination of the Contract without any notice.
(4) The Claimant's last day of work was 20 February 2026. D1 removed the Claimant's access to the corporate email account and removed him from all corporate communication channels on that day. To my mind, this in inconsistent with an intention that the employment relationship should continue for a further 30 days. I note that access was never reinstated.
(5) The Claimant did respond to D1's letter of 11 March 2026, providing a written explanation for his position. The fact that D1 belatedly paid the Claimant for January and February 2026 and made good the outstanding pension contributions, demonstrates that the Claimant's grievance had a sound basis.
(6) Whilst the Claimant did not attend the disciplinary meeting held on 13 March 2026, I have not seen any correspondence inviting the Claimant to attend. In any event, the minutes of the meeting do not record any discussion of the Claimant's reasons for seeking to terminate the Contract as set out in his letters of 23 February 2026 and 12 March 2026.
(7) Furthermore, the purported effect of Order No. 1 and Order No. 2 is that the Contract was terminated by D1 on 16 March 2026. However, if this is the case, D1 does not explain for example, whether it considered the employment relationship to be ongoing between the period 20 February 2026 – 16 March 2026, nor is there any explanation as to whether the Claimant's access to the corporate email account and other communication channels was re-activated over this period. Nor is there any information to suggest that, for example there was specific work in March

2026 which the Claimant was expected to carry out. In my view, taking account of all the documents, D1 effectively accepted the Claimant's resignation which took effect on 20 February 2026.

(8) Finally, no explanation has been given in the minutes of the disciplinary meeting, or elsewhere, as to why the bonus was cancelled, given it was in respect of services provided in 2025. In the absence of such an explanation, it seems to me that the bonus was cancelled as a means of punishing the Claimant for seeking to terminate the contract on 20 February 2025. Whilst I accept that the Rules give D1 a discretion as the payment of a bonus in circumstances where the employee terminates the employment contract, that discretion must be exercised reasonably. As per the decision of the UK Court of Appeal in *Horkulak v Cantor Fitzgerald International*, a case relied upon by the Claimant, the mere fact that a bonus is said to be "discretionary" does not give an employer an unfettered right to withhold it. The discretion must be exercised rationally, and the employer must not act capriciously.

(9) Given the factual circumstances set out above, and applying the decision in *Horkulak*, I conclude that the decision of D1 to exercise its discretion to cancel the bonus was not in the range of reasonable responses: a reasonable employer would have, at the very least, considered the reasons given by the Claimant (namely the withholding of wages and mandatory pension considerations) and would have considered, or at least explained, what purpose was served by cancelling a bonus which was in respect of work that had been completed in 2025.

41. Accordingly, in my opinion, the Claimant's claim for the KZT 15,000,000 bonus is allowed. D1's purported cancellation of the bonus has no lawful effect, and the Claimant is entitled to be paid the sum.

42. A final point I am invited to consider is the reason for the termination of the Contract. The Claimant contends that he resigned as a result of the unpaid wages and failure to pay mandatory pension contribution. D1 disputes this, contending that, as per the correspondence set out above, D1 terminated the Contract because of the Claimant's failure to perform his duties. It is clear that both parties accept that the Contract was terminated on 20 February 2026.

43. In my judgment, having regard to all the circumstances, I find that the Contract was terminated by mutual agreement on 20 February 2026. I make this finding for the following reasons. D1 has effectively admitted that as at 20 February 2026, it had failed to pay the Claimant sums due to him by way of wages and mandatory pension contributions. I accept the Claimant's submission that this amounts to a fundamental breach of the contract, so as to fall within regulation 61(1) of the Regulations. In addition, D1 deactivated the Claimant's access to the company emails on 20 February 2026, and never reinstated it after that date. If it was not D1's intention that the Contract terminate on this date, it would either not have taken those steps on 20 February 2026, or it would have re-activated access once it became clear that D1 wanted the Claimant to serve his notice period. I note that nor have I seen any communication from for example, the Claimant's manager setting out the work he was expected to complete over the period 23 February 2026 - March 2026; I would have expected to see something of this nature, if, as D1 maintains, the employment relationship continued until the date of Order No. 1. There was also no communication from D1 to the Claimant to confirm that, for example, his outstanding wages would be paid and his email access would be restored – I would have expected to see this, if D1's position was that it intended to continue the employment relationship for a further 30-days. For all these reasons, I conclude that the Claimant tendered his resignation to D1 and requested that the Contract terminate on 20 February 2026, and D1's conduct demonstrates that this date was ultimately accepted by D1. Accordingly, I find that the Contract terminated on 20 February 2026 as D1 accepted D2's resignation i.e. it terminated by agreement.

Other Remedies

44. As to the various declarations sought by the Claimant, I find them to be unnecessary. The Labour Court has upheld the Claimant's claim for his unpaid salary for January and February 2026, which the Claimant accepts that D1 has now paid, so a further declaration is not required. This judgment records the necessary facts and that should be sufficient. The same applies for the Claimant's request for a declaration regarding the outstanding mandatory pension contributions — this too has been determined by the Tax Authority.

45. As to the claim for interest: the Claimant has not particularised how much interest is requested. I address this further below at paragraph 49.

46. Finally, the Claimant has made a request that D1 issue him with all "required employment-exit documents." The claim does not list what such documents are, nor why they are needed by the Claimant, nor the legal basis upon which D1 is required to provide such documents. Accordingly, I do not make any order in this respect, save to note that in so far as the Claimant is ever required in future to explain the circumstances of the termination of the Contact, this judgment, coupled with the decisions of the Labour Court and the Tax Authority ought to be sufficient.

My decision

47. In light of the findings above, I direct that the Defendant shall pay the Claimant the sum of KZT 15,000,000 in respect of the bonus due to him. Payment shall be made within 14 days of the date of this decision.

48. If the Claimant does seek interest on the bonus payment, the Claimant shall file short submissions limited to 4 pages, within 7 days of the date of this decision, setting out how much interest the Claimant contends is owed in respect of the KZT 15,000,000, and setting out the calculation. If the calculation is accepted by D1, D1 shall pay it within 7 days of receipt of the Claimant's written calculation. If the calculation is disputed by D1, D1 shall put in written submissions limited to 4 pages in length, within 3 days of receipt of the Claimant's submissions. I will then make a further decision on the papers.

49. Finally, the Claimant has asked for his costs. In light of the fact that the Claimant has not succeeded against D2, has only succeeded in part as against D1, no court fee was payable and as these are small claims proceedings, 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 Ms Zharkyn Abilkairova, external lawyer.

The First Defendant was represented by Mr Abilkhair Mergaliyev, external lawyer.

The Second Defendant was not represented.