



IN THE SMALL CLAIMS COURT

OF THE ASTANA INTERNATIONAL FINANCIAL CENTRE

10 September 2026

CASE No: AIFC-C/SCC/2025/0072

PRIVATE COMPANY “DOCUMENTOLOG GLOBAL LIMITED”

Claimant

v

LIMITED LIABILITY PARTNERSHIP “BEREKE LLP”

Defendant

JUDGMENT

Justice of the Court:

Justice Patricia Edwards



ORDER

UPON the commencement of a Claim on 9 December 2025;

AND UPON the Claimant filing proof of service on 29 May 2026;

AND UPON the Defendant having not filed a Defence;

IT IS ORDERED that:

1. The Defendant must, by 16:00 Astana time on 30 September 2026, pay to the Claimant KZT 1,095,824.

JUDGMENT

1. On 18 March 2024, the parties entered into an agreement relating to the provision of an electronic document management system ("the Agreement").
2. The contract terms included the following:

*"2.3. The Client shall pay for the Services on a **quarterly** basis in equal instalments.*

2.4. The Operator shall, quarterly and following the end of the reporting quarter, issue a Certificate of Acceptance for Services Rendered (hereinafter referred to as the "Certificate") via the Electronic Invoice Information System. The Certificate shall be signed by the Client within five (5) business days of its issuance.

2.5. If the Client fails to sign the Certificate within five (5) calendar days of its issuance, the System Services shall be deemed accepted and payable in full as indicated in the Certificate.

...

2.7. The Client shall pay for the System Service and Additional Services within ten (10) calendar days from the date of signing the Certificate by transferring funds to the Operator's bank account."

3. The Agreement also incorporated, pursuant to clause 1, the Terms and Conditions for Service Provision of the Documentolog Electronic Document Management and Business Process Automation System. Those terms further provided:

"7.6. The Client is responsible for:

...

7.6.4. late signing of certificates of work performed and/or non-payment for the System Service in the form of a penalty of 0.1% of the cost of the System Service for the billing period (month/quarter) for each calendar day of delay, but not more than 5% of the cost of the System Service in the billing period (month/quarter). In case of non-signing of the certificates of work performed and non-payment by the Client for the services of the System Service and/or a penalty, the Operator has the right to demand payment in court in accordance with the terms of the Agreement and/or block the Client's access

to the System, as well as terminate these Terms and the Accession Agreement unilaterally out of court.

...

12.5. The Terms are valid throughout the territory of the Republic of Kazakhstan and the applicable law under the Terms is the legislation of the Republic of Kazakhstan and the law of the Astana International Financial Center (AIFC).

12.6. The Parties shall take all measures to settle all disputes and disagreements that may arise in the course of execution of the Terms and the Accession Agreement through negotiations. Since the Operator is a resident of AIFC, the Parties have agreed that in case of impossibility to resolve disputes through negotiations, any dispute of contractual or non-contractual nature arising out of or in connection with these Terms and/or the Accession Agreement, including any issue relating to their existence, validity or termination, shall be subject to the exclusive jurisdiction of the AIFC Court."

4. In accordance with clause 2.4, the Claimant issued certificates of acceptance for services rendered on 30 September 2024 and 31 December 2024, each in the amount of KZT 468,250. These were accepted by the Defendant on 7 October 2024 and 8 January 2025. However, the Defendant failed to pay the sums due within ten calendar days or at all.
5. The Claimant subsequently commenced these proceedings, and filed proof of service of this claim on 29 May 2026. The Defendant have filed no Defence or evidence in response to the Claim.
6. Under clause 12.6, the parties have agreed to the jurisdiction of the AIFC Court. The Claimant's claim is for KZT 1,095,824 which is equivalent to approximately USD 2,400. 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.
7. The Claimant has adduced evidence that the sums claimed are due and no defence has been raised to the claims. Accordingly, the Defendant is liable to pay the debts claimed.
8. Under clause 7.6.4 of the Offer, the Claimant further claims a penalty for late payment. In accordance with the contract, the Claimant is entitled to claim this penalty in the maximum amount of 5%, since the delay has been for more than 50 days. This comes to a total of KZT 46,824.
9. Finally, the Claimant claims the costs of translating documents into English, in the amount of KZT 112,500.
10. 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; and (2) such further costs as the SCC may assess by the summary procedure and order to be paid by a party who has behaved unreasonably".*

11. The Defendant has not paid the sums owing or engaged with the Claimant's correspondence over an extended period of time. The Claimant was ultimately obliged to commence these proceedings and incur the costs of translation. In the circumstances I consider it appropriate for the Defendant to pay those costs.

By the AIFC Small Claims Court,

Patricia Edwards,
Justice, AIFC Small Claims Court

Representation:

The Claimant was represented by Mr Sabit Bakirov, in-house lawyer, Private Company "Documentolog Global Limited", Astana, Kazakhstan.

The Defendant was not represented.