



IN THE SMALL CLAIMS COURT

OF THE ASTANA INTERNATIONAL FINANCIAL CENTRE

9 October 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

JUDGMENT

Introduction

1. By a Judgment dated 17 September 2026, the Claimant's claim against the First Defendant was allowed in part and the First Defendant was ordered to pay the Claimant the sum of KZT 15,000,000 ("**the Bonus**") by no later than 1 October 2026.
2. As part of his claim, the Claimant sought interest on any damages awarded in his favour, but no particulars were provided as to the basis for calculation, or the amount sought. Accordingly, the Court directed the Claimant to file short submissions setting out his claim for interest. The First Defendant was provided with a right of response in the event that the Claimant's position was disputed. The Claimant filed written submissions on 23 September 2026. The First Defendant filed submissions in response on 25 September 2026.

The Written Submissions

3. Based on the written submissions the following matters are common ground between the parties:
 - (1) Pursuant to Regulation 37(1) of the AIFC Court Regulations 2017 ("**the Regulations**"), a judgment for a sum of money may carry interest from the date judgment is entered.
 - (2) Regulation 37(2) of the Regulations provides that interest may be ordered on any sum of money that forms all or part of the damages in respect of which judgment is given, for any or all or the period between the date when the cause of action arose and the date of judgment.
 - (3) As the AIFC Court Rules themselves do not fix the rate of interest payable, it is a matter for the Court's discretion based on such rate as the Court determines is just.
 - (4) The First Defendant had until 1 October 2026 to pay the Bonus to the Claimant.
 - (5) As at the date of the First Defendant's submissions (25 September 2026) the Bonus had not yet been paid to the Claimant
4. The dispute between the parties centres on two points, the rate of interest, and the period over which interest should be calculated. I address both points below.

The Rate of Interest

5. The Claimant submits that the correct rate is the base rate of the National Bank of the Republic of Kazakhstan ("**the Bank**"), which on the Claimant's case varies from between 18% to 16.25%. In support of his position, the Claimant relies on 6 statements from the Governor of the Bank which run to some 50 pages.
6. The First Defendant disputes the Claimant's figure, stating that a more appropriate rate is 9.8%. The First Defendant derives this figure from the Bureau of National Statistics of the Republic of Kazakhstan. The First Defendant contends that this figure is official, published and easy to check and it is a more appropriate measure of the loss suffered by the Claimant by virtue of having had to wait to receive the funds owed to him.
7. I accept the First Defendant's submission. I have found the figures relied upon by the Claimant difficult to follow. In addition, I accept the First Defendant's submission that the Claimant has not provided any evidence of his borrowing costs or lost investments.

8. It is also important to recognise that these are small claims proceedings, and bearing in mind the overriding objective, the fixed rate proposed by the First Defendant is simpler to apply and more proportionate.
9. Accordingly based on the material provided to me, I find that it is just to award an interest rate of 9.8%. As the sum awarded to the Claimant was KZT 15,000,000, I accept the First Defendant's calculation that this produces a daily interest amount of KZT 4,027.40.

The period over which interest rate is calculated

10. The Claimant states that the period runs from 13 May 2026 to the date the amount is paid. The Claimant states that 13 May 2026 is the correct date because that was the date on which the Bonus had to be paid.
11. The First Defendant does not dispute that the Bonus was due to be paid by 13 May 2026, but states that the sum was overdue only from 14 May 2026 onwards. The Defendant also states that the period over which interest accrues should cease on 16 September 2026 (i.e. the day before the Judgment was issued) and should only recommence once the period for paying the sum has expired, and as the Judgment specified a 14-day period for payment (i.e. 1 October 2026) then interest should only run from 2 October 2026.
12. It is clear from Article 37(2) that interest runs from the date the cause of action accrued. As the Bonus was required to be paid by 13 May 2026 and was not paid on that date, the cause of action accrued at that date. The period therefore runs from 13 May 2026 until the date of Judgment, which in this case was 17 September 2026 which amounts to 128 days. Article 37(1) makes it clear that a judgment for a sum of money may carry interest from the date that Judgment is given. Accordingly interest is also payable for every day from 18 September 2026 onwards, until the date that the Bonus is finally paid to the Claimant.

The Order

13. Accordingly I order as follows:
 - (1) The First Defendant to pay the Claimant interest on the Bonus at an annual rate 9.8%, over a period of 136 days (this is the period from 13 May 2026 to 25 September 2026). This comes to KZT 547,726.40.
 - (2) In addition, from 26 September 2026 onwards, interest accrues daily, in the amount of KZT 4,027.40, until such time as the Bonus is paid.
 - (3) The First Defendant shall pay the sum of KZT 547,726.40 and any other outstanding sums owed to the Claimant calculated in accordance with paragraph 13(2) above, to the Claimant within 5 days of the date of this Judgment.

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.