



IN THE COURT OF FIRST INSTANCE

OF THE ASTANA INTERNATIONAL FINANCIAL CENTRE

5 October 2026

CASE No: AIFC-C/CFI/2026/0051

(1) MICHAEL WILSON & PARTNERS, LIMITED
(2) MR M.E. WILSON

Claimants

v

(1) CJSC KAZSUBTON
(2) KAZPHOSPHATE LLP
(3) KAZPHOSPHATE LIMITED

Defendants

JUDGMENT AND ORDER

Justice of the Court:

Justice Sir Stephen Richards

ORDER**IT IS ORDERED THAT:**

1. the Claim Form be struck out pursuant to Rule 3.10(1) and (2) of the AIFC Court Rules;
2. the claim be dismissed.

THE COURT FURTHER CERTIFIES THAT the claim was totally without merit.

JUDGMENT

1. On 28 August 2026 the Claimants (“MWP” and “Mr Wilson”) filed a Claim Form, Section 2 of which (“Brief details of claim/application”) stated:

“MWP/Mr Wilson seek to stay, vacate, rescind, set aside and/or vary all of the judgments/orders issued in all of AIFC-C/CFI/2023/0002, AIFC-C/CA/2023/0040, AIFC-C/CFI/2024/0018, AIFC-C/CFI/2025/0021, AIFC-C/CA/2025/0004, AIFC-C/CA/2025/0035 and AIFC-C/CA/2025/0048 (the ‘Proceedings’) including, inter alia and without limitation, for the reasons summarised in MWP’s emails of 18.08.26 to 28.08.26, as well as the documents being filed, the award of costs in its favour on the indemnity basis, to be assessed if not agreed, with an interim payment on account, in free and clear funds. MWP/Mr Wilson reserve the right to supplement, vary, add to and/or replace the reasons, including as and when the Advocate’s Requests and Subpoenas are complied with, inspection is allowed, disclosure given, and all documents and data becomes available, and as and when the need arises.”

2. Section 3 (“Remedy sought”) stated:

“See Section 2 above. Compliance with the Advocate’s Requests and Subpoenas issued, inspection, disclosure, stay, vacate, rescind, set aside and/or vary all of the judgments/orders issued in all of the Proceedings, and including also (without limitation) as set out the draft of the Order sought, which will be filed as well as this claim/application form.”

3. Section 4 (“Supporting documentation”) stated:

“Various affidavits, witness statements, expert reports and other evidence in support, as well as Bundles of Documents and Authorities relevant to this claim/application are being prepared, and will be filed and served, as soon as possible.”

4. In Section 8 (“Particulars of application”), in response to the question “Are Particulars of Application contained in and will they be served with this Claim/Application Form?”, the “Yes” box was ticked, but that was followed by the words “To follow within 28 days after all acknowledgments of service are filed”.
5. Filed with the Claim Form were the nine emails referred to in Section 2, dated between 18 August 2026 and 28 August 2026, and some documents relating to proceedings in the High Court of England and Wales. Filed slightly later were five witness statements of Michael Earl Wilson together with exhibits, totalling well in excess of 2,000 pages.
6. The Claim Form was referred to me by the Registry. At my direction the Registry sent an email to the Claimants (copied to the other parties) on 7 September 2026 in the following terms:

*“The Court proposes to make an order of its own initiative pursuant to Rules 3.5, 3.6 and 3.10 of the AIFC Court Rules, striking out the Claim Form in its entirety, but is giving you a prior opportunity to make representations in writing as to why such an order should not be made. **Any such written representations should be made by 17.00 Astana time on Friday 18 September 2026.***

The reasons why the Court proposes to make such an order are in brief:

- (1) By referring across to the contents of a series of emails, and by relying on them “inter alia and without limitation”, instead of setting out a concise statement of the matters relied on and doing so in separate consecutively numbered paragraphs, the Claim Form does not appear to the Court to comply with the requirements of Rule 11.4.*
- (2) In any event, it appears to the Court that nothing in the Claim Form or in the emails referred to in the Claim Form discloses any reasonable grounds for bringing the claim. The claim seeks to “stay, vacate, rescind, set aside and/or vary all of the judgments/orders” issued in the various cases listed, but it does not appear to advance any tenable basis for staying, vacating, rescinding, setting aside or varying any of the judgments or orders referred to. The Court’s original decision in Case No. 2 of 2023 was made on the ground that the Court had no jurisdiction to entertain the proceedings against any of the Defendants; and the related decision to award costs to the Second and Third Defendants related solely to the costs incurred by them in defending those proceedings. Case No. 40 of 2023 and Case No. 18 of 2024 concerned the refusal of applications for permission to appeal against those decisions, together with the award of costs incurred by the Defendants in resisting those applications. Case No. 21 of 2025, Case No. 4 of 2025 and Case No. 48 of 2025 were decisions as to the validity of execution orders for the enforcement of the costs orders previously made, or the refusal of applications for permission to appeal against those decisions, together with the award of costs incurred by the Defendants in relation to those decisions and applications. Case No. 35 of 2025 and the decision to which it related were a decision to make an order for costs against Mr Wilson personally in relation to the conduct of the previous litigation, and the refusal of an application for permission to appeal against that decision, together with the award of costs incurred by the Second Defendant in respect of those matters. Thus the cases all had a narrow and specific focus concerning the decision of this Court on jurisdiction, related orders concerning the costs incurred, or related applications. There appears to be nothing in the Claim Form or in the emails referred to in the Claim Form that casts doubt on the correctness of the decisions in question. Moreover the Claim Form does not begin to address the limited power (if any) to re-open a previous decision of the Court (see e.g. paragraph 4 of the judgment of 17 July 2026 in Case Nos. 35 and 48 of 2025).*
- (3) In seeking in those circumstances to re-open the decisions referred to, several of which have already been the subject of failed applications to re-open, the Claim Form also appears to be an abuse of the Court’s process.*
- (4) The making of sweeping, unparticularised and irrelevant derogatory allegations about the parties or their lawyers also appears to constitute an abuse of the Court’s process.*
- (5) Accordingly, there appears to be a basis for striking out the Claim Form under each of paragraphs (1), (2) and (3) of Rule 3.10, though any one of those paragraphs would be a sufficient basis.”*

7. The Second Defendant (“KPLLP”) and the Third Defendant (“KPL”) filed short submissions supporting the making of the proposed strike-out order.
8. Following receipt of emails dated 18 September 2026 and 21 September 2026 from the Claimants, I extended time for the Claimants’ written representations to 30 September 2026.
9. On 30 September 2026, by the deadline set for written representations, MWP filed “Outline Particulars of Claim”, a 25-page document which I will treat as also constituting MWP’s written representations as to why a strike-out order should not be made. The contents of the “Outline” Particulars of Claim may be summarised as follows:
 - Paragraphs 1-7 are an introductory expansion of the contents of the Claim Form.
 - Paragraphs 8-12 list “Parties” (not limited to the parties to this claim), and paragraphs 12-17 list “Other relevant entities & dramatis personae”.
 - Paragraphs 18-20, “Brief Background”, go back to a 1999 engagement letter for the provision of legal services by MWP.
 - Paragraphs 21-27 are in large part a list of judgment debts (plus judgment debt recovery and enforcement costs and interest) owed to MWP by the Defendants under various judgments and orders of the English and Dutch courts.
 - Paragraphs 28-31 list the expert evidence filed by MWP and contrast it with the lack of expert evidence filed by the Defendants.
 - Paragraphs 32-48 consist of a series of allegations of “Judgment-proofing, asset-stripping and dissipation engaged in by the Kazphosphate Group”.
 - Paragraphs 49-51, headed “Basis of and issues raised in the Fraud Claim” (the “Fraud Claim” being MWP’s description of the claim in the present proceedings), state that the basis and issues are set out in Section 2 of the Claim Form and also in MWP’s emails attached thereto, from two of which it quotes extensively.
 - Paragraphs 52-60 contain “Further particulars of the fraud, deceit, lies to, misleading of the AIFC Court, withholding of documents and information as to CAFH of the AIFC” (“CAFH” is Central Asia Fertilizer Holdings Limited).
 - Paragraph 61 is a contention that all other proceedings involving MWP or Mr Wilson before this Court should be stayed pending the final resolution of this claim and a claim against CAFH and KPLLP in Case No. 36 of 2025.
 - Paragraphs 63-65 contain allegations of improper dealings involving a Mr Essimov.
 - Paragraphs 66-71 set out “Reasons why the purported Netting Agreements and SPA [agreements between KPL and KPLLP] are void, invalid and of no force and effect”, with the alleged result that KPL has an asset in the jurisdiction against which MWP is entitled to enforce its judgment debts.
 - Paragraph 72 contains a “Summary of the relief sought by MWP”.

The power to strike out a Statement of Case

10. By Rule 11.1(1) of the AIFC Court Rules, “*Statement of Case*” includes a Claim Form and Particulars of Claim.
11. Rules 3.10-3.11 provide:

*“3.10 The Court may strike out all or any part of a Statement of Case if it appears to the Court:
(1) that the Statement of Case discloses no reasonable grounds for bringing or defending the claim;*

- (2) that the Statement of Case is an abuse of the Court's process or is otherwise likely to obstruct the just disposal of the proceedings; or*
 - (3) that there has been a failure to comply with a Rule, Practice Direction or Court order.*
- 3.11 When the Court strikes out a Statement of Case it may make any consequential order it considers appropriate."*

12. By Rule 3.5, except where a Rule, Practice Direction or some other legislation provides otherwise, the Court may exercise its powers of its own initiative. By Rule 3.6, where the Court proposes to make an order of its own initiative, (1) it may give any person likely to be affected by the order an opportunity to make representations; and (2) where it does so it shall specify the time by and manner in which the representations shall be made. There is no bar to the Court exercising its powers of its own initiative in the present case; and an opportunity was duly given to the Claimants to make representations in writing by a specified time.
13. To proceed to a decision on the basis of written representations and without an oral hearing is in accordance with Rule 3.6 and the overriding objective. If this were an application by the parties within Part 6 of the AIFC Court Rules, I would dispense with a hearing pursuant to Rule 6.21 on the basis that I do not consider that a hearing would be desirable.

Failure to comply with a Rule etc

14. Rules 11.4-11.6 lay down general rules about Statements of Case and specific rules about the contents of a Claim Form. So far as material, they provide as follows:

"11.4 Statements of Case shall:

- (1) set out a concise statement of the facts on which the party relies;*
- (2) specify any remedy which the party seeks; and*
- (3) be set out in separate consecutively numbered paragraphs.*

11.6 The Claim Form shall include:

- (1) the matters required by Rule 11.4;*

...

- (3) the matters required by Rule 4.22 (governing law and basis of jurisdiction)."*

15. Rule 4.22 reads:

"4.22 All Claim Forms shall state:

- (1) the law which the Claimant maintains governs the dispute; and*
- (2) the provision of the law which the Claimant maintains gives rise to the jurisdiction of the Court in respect of their claim."*

16. Rules 4.19-4.21 make provision for Particulars of Claim. By Rule 4.19, except where a claim proceeds in accordance with the Abridged Procedure, the Claimant shall provide Particulars of Claim to the Defendants and to the Court in accordance with Part 11, Section 1. Rules 4.20 and 4.21 deal with the filing and service of Particulars of Claim if they are not contained in or served with the Claim Form. Rule 11.10 provides as follows as to the contents of Particulars of Claim:

"11.10 Particulars of Claim shall include:

- (1) the matters required by Rule 11.4; and*
- (2) such other matters as may be set out in a Practice Direction."*

17. The Claim Form in this case fails to comply with the Rules in multiple respects. In breach of Rules 11.4 and 11.6(1), it does not set out a concise statement of facts on which the Claimants rely; let alone does it do so in consecutively numbered paragraphs. A mere reference to “the reasons summarised in” a series of emails and other documents filed with the Claim Form or to be filed later is plainly non-compliant, a deficiency made even worse by the words “including, inter alia and without limitation for [those] reasons”. Defendants cannot be expected to have to trawl through emails and other documents in order to identify the case they have to meet, let alone a case put forward on a basis expressed to be non-exclusive and unlimited.
18. Another aspect of non-compliance with Rules 11.4 and 11.6(1) is the statement of the remedy sought, which is in such wide and general terms as to amount to a failure to “*specify any remedy which the party seeks*”. The reference to a draft Order does not cure the problem, since no draft Order was filed.
19. Moreover, in breach of Rules 4.22 and 11.6(3), the Claim Form does not state the law which the Claimants maintain governs the dispute; nor does it state the provision of the law which the Claimants maintain gives rise to the jurisdiction of the Court in respect of their claim.
20. Those deficiencies are not cured by the statement in the Claim Form that Particulars of Claim are to follow within 28 days after all acknowledgments of service are filed.
21. Nor, strictly speaking, are the deficiencies cured by the “Outline” but prolix Particulars of Claim that have now been filed. However, that document does at least enable one to see whether the claim has any arguable legal basis to it and to examine the relevance or otherwise of the factual allegations made. In the light of it, I would not exercise the Court’s discretion to strike out the Claim Form pursuant to Rule 3.13(3); but that still leaves Rule 3.13(1) and (2) for consideration.

No reasonable grounds for bringing the claim

22. The first decision that the Claimants seek to have set aside etc. is that of Lord Mance, dated 26 September 2023, in Case No. 2 of 2023. In that decision he set aside MWP’s Claim Form and dismissed the proceedings on the ground that the AIFC Court did not have jurisdiction to entertain MWP’s claim for recognition and enforcement of the judgments of foreign courts. He held that the jurisdiction provided by Articles 13 and 14 of the AIFC Constitutional Statute and given effect by the AIFC Court Regulations is on its face a specific and carefully expressed and strictly delimited jurisdiction (§35); that the Constitutional Statute says nothing to confer or suggest any jurisdiction to recognise or enforce decisions of courts of jurisdictions outside Kazakhstan (§36); that there was no suggestion that the present proceedings fell within any of the heads of jurisdiction contained in Article 13 (§46); and that the jurisdiction of the AIFC Court is exhaustive as regards the heads stated in Article 13 (§53).
23. The Claim Form in the present case does not itself even begin to articulate a case for setting aside that decision or granting other relief in relation to it. It does not identify any provision of legislation upon the basis of which it is said that the AIFC Court should have found that it had jurisdiction to recognise and enforce the judgments of foreign courts on which the Claimants rely. It is necessary to turn to the Particulars of Claim to see the nature of the case put forward.
24. It appears from multiple and repetitious passages in the Particulars of Claim (in particular §§4, 49, 52-53, 55.5-55.6 and 59) that the case put forward is that the Claimants can now show that at all relevant times KPLLP was owned and controlled by CAFH, a company registered in the AIFC and itself partly owned by another company registered in the AIFC, that activities and operations were carried

out and conducted by CAFH and KPLL in the AIFC, and that this establishes jurisdiction for the recognition and enforcement of the foreign judgments. It is further alleged that Lord Mance was misled by the deliberate and dishonest withholding and concealment of that information.

25. Even if such factual allegations about CAFH and KPLL could be made good, however, they would not establish any arguable error in Lord Mance’s decision or ground for re-opening it: in particular, they would not provide any arguable jurisdictional basis for the recognition and enforcement of the foreign judgments in question.

26. Article 13.4 of the AIFC Constitutional Statute reads:

“The AIFC Court has exclusive jurisdiction in relation to the hearing and adjudication of the following disputes ...:

- (1) disputes between AIFC Participants, AIFC Participants and AIFC Bodies and an AIFC Participant or AIFC Body and its expatriate Employees;*
- (2) disputes relating to activities conducted in the AIFC and governed by the Acting Law of the AIFC;*
- (3) disputes transferred to the AIFC Court by agreement of the parties.”*

27. There is no suggestion that either paragraph (1) or paragraph (3) of Article 13.4 applies in the present case. The Claimants rely on paragraph (2), but plainly it does not assist them: even if KPLL could be treated as conducting activities in the AIFC by virtue of its being owned and controlled by a company registered in the AIFC, a dispute about the recognition and enforcement of foreign judgments against it would not fall within *“disputes relating to activities conducted in the AIFC and governed by the Acting Law of the AIFC”*. The recognition and enforcement of the judgment of a foreign court has nothing to do with conducting activities in the AIFC, let alone activities governed by the Acting Law of the AIFC.

28. The same is true of the corresponding provision of Article 26(1) of the AIFC Court Regulations, upon which the Claimants also rely. It reads, so far as material:

“The Court has exclusive jurisdiction, as provided by Article 13 of the AIFC Constitutional Statute, in relation to:

- (a) any disputes arising between the AIFC’S Participants, Bodies, and/or their foreign employees;*
- (b) any disputes relating to operations carried out in the AIFC and regulated by the law of the AIFC;*
- (c) any disputes transferred to the Court by agreement of the parties;*
- (d)”*

29. Again, there is no suggestion that paragraph (a) or (c) of Article 26(1) applies; and in so far as the Claimants rely on paragraph (b), the recognition and enforcement of foreign judgments against KPLL would plainly not fall within *“any disputes relating to operations carried out in the AIFC and regulated by the law of the AIFC”* even if KPLL could be treated as carrying out operations in the AIFC.

30. Accordingly, the Claim Form itself and the Particulars of Claim do not disclose any arguable basis for challenging the correctness of Lord Mance’s decision on jurisdiction in Case No. 2 of 2023. It is unnecessary in the circumstances to consider the additional conditions that would have to be satisfied to justify exercise of the very limited power to re-open a previous decision (namely that (a)

it is necessary to do so in order to avoid real injustice, (b) the circumstances are exceptional and make it appropriate to reopen the decision, and (c) there is no alternative effective remedy), on the assumption that in this respect the AIFC Court has an equivalent jurisdiction to that applicable under the law of England and Wales: see paragraphs 4-6 of the Judgment dated 17 July 2026 of Justice Tom Montagu-Smith in Cases No. 35 and No. 48 of 2025.

31. It follows that even if the ownership and control of KPLLP was as alleged, and even if KPLLP was in some way to be taken to have been conducting activities or carrying out operations in the AIFC at the relevant time, disclosure of such matters would have had no relevance for the decision that the Court lacked jurisdiction to entertain the claim for recognition and enforcement of the foreign judgments in question, and that the non-disclosure of such matters was immaterial and did not cause the Court to be materially misled at any stage of proceedings. It can provide no basis for setting aside or re-opening the decision. The decision would inevitably have been the same even if the facts were as alleged and had been disclosed to the Court.
32. Once the challenge to the original decision on jurisdiction in Case No. 2 of 2023 fails, the application to set aside etc. the multiple other decisions that are referred to in the Claim Form and that followed on from the original decision (costs orders, enforcement of costs orders, applications for permission to appeal, etc) must also fail. In any event each of those decisions had a particular focus and specific reasoning, yet no separate and specific basis for challenging any of them is put forward in the Claim Form or in the Particulars of Claim. Nothing in either document provides reasonable grounds for a challenge to any of them or for the grant of any other relief.
33. For those reasons it appears to the Court that the Claim Form, even when taken together with the Particulars of Claim, discloses no reasonable grounds for bringing the claim and falls to be struck out pursuant to Rule 3.10(1).

Abuse of process

34. The Claimants have sought previously without success to challenge almost every decision of the AIFC Court referred to in the Claim Form and Particulars of Claim. An application for permission to appeal the original decision and the costs order in Case No. 2 of 2023 was refused in Case No. 40 of 2023. An application for an oral hearing of the application for permission to appeal was refused in Case No. 18 of 2024, in which a further costs order was also made. Challenges to the validity of execution orders in respect of the costs orders previously made were unsuccessful, and applications for permission to appeal the relevant decisions were refused, in Case No. 4 of 2025, Case No. 21 of 2025 and Case No. 48 of 2025. An application for permission to appeal a decision to make an order for costs against Mr Wilson personally in respect of earlier stages of the litigation was refused in Case No. 35 of 2025. Unsuccessful applications have already been made to re-open some decisions, including the refusals of permission to appeal in Cases No. 35 of 2025 and No. 48 of 2025. In all the circumstances it is an abuse of the process of this Court for the Claimants, having had each of their challenges refused in a reasoned decision, to seek now to re-open all those decisions as the Claim Form and Particulars of Claim seek to do.
35. Further, the Claimants' allegations of serious misconduct by the Defendants, their lawyers and others (including deliberate judgment-proofing, asset-stripping, dissipation, fraud and deceit) go far beyond anything of possible relevance to the question whether there are grounds for re-opening Lord Mance's decision that the AIFC Court does not have jurisdiction to entertain the Claimants' claim for the recognition and enforcement of foreign judgments, or for challenging any of the other decisions of the AIFC Court referred to. The inclusion of such irrelevant matters in the Particulars of Claim is an abuse of process.

36. For those reasons it appears to the Court that the Claim Form, taken together with the Particulars of Claim, is an abuse of the Court's process and falls to be struck out pursuant to Rule 3.10(2).

Conclusion

37. I am satisfied that there is a sound basis for striking out the Claim Form pursuant to Rule 3.10(1) and (2), though either one of those heads would be sufficient. No separate action is needed in relation to the Particulars of Claim since the appropriate consequential order on striking out the Claim Form is the dismissal of the claim as a whole.

38. I will order that the Claim Form be struck out and the claim be dismissed.

39. I will also certify that the claim is totally without merit.

By the Court,

The Rt Hon. Sir Stephen Richards
Justice, AIFC Court