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RECOGNITION AND ENFORCEMENT OF FOREIGN JUDGMENTS AND COMMERCIAL ARBITRATION AWARDS IN KAZAKHSTAN

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Russian companies often face the need to enforce the judgments of domestic courts or awards of international commercial arbitrations in the territories of foreign states. This article addresses some of the problems associated with such enforcement in Kazakhstan, providing examples of court practice, including with Russian business participation, and recommendations to help mitigate the risk of refusal of foreign judgments and awards recognition and enforcement.

It is well-known that arbitral awards and court judgments are not always performed voluntarily; hence, the topicality of their enforcement, which is to be implemented in accordance with the procedural law of the country of enforcement.

The legislation of the Republic of Kazakhstan (RK) sets out the procedure for the recognition and enforcement of foreign judgments and awards in literally several articles. A party seeking enforcement of a foreign judgment or award needs to:

- Apply with the competent court requesting to enforce the judgment and issue the enforcement order (writ of execution);
- Once the enforcement order is received, contact the court enforcement officer who will be directly handling the enforcement.

Despite the outwardly simple procedure, in practice, one often encounters problems due to gaps and contradictions in the national legislation or its incorrect application by courts.

Legal Regulation of the Recognition and Enforcement of Foreign Judgments and Awards

Foreign arbitral awards and judgments are recognized and enforced in accordance with the international treaties a party to which is Kazakhstan, the RK Civil Procedure Code, the RK Law on Enforcement Proceedings and Status of Court Enforcement Officers.

International Treaties Governing the Issues of Recognition and Enforcement of Foreign Commercial Arbitration Awards

The key international treaties governing the issues of recognition and enforcement of foreign arbitral awards are the New York Convention and the European Convention.

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Pursuant to the New York Convention, each contracting state recognizes arbitral awards as binding and enforces them in accordance with the rules of procedure of the territory where the award is relied upon.

Kazakhstan's legislation establishes prevalence of international treaties over national legislation only for those international treaties ratified by the Republic of Kazakhstan. Meantime, neither the New York Convention, nor the European Convention has been duly ratified, only the RK President's Edicts on accession to the said Conventions have been issued. Due to this, legal scholars are of different opinions on the status of these Conventions, specifically, there is an opinion that, absent their ratification, Kazakhstan is to enforce foreign arbitral awards only on a reciprocal basis. Still, neither in our firm's practice, nor in the court practice available to us have we come across any instances where the courts would refuse to issue the enforcement order due to lack of the New York Convention ratification, therefore, we believe that the courts consider it binding on them.

International Treaties Governing the Recognition and Enforcement of Foreign Judgments

The issues of recognition and enforcement of foreign judgments are governed by the international multipartite agreements a party to which is Kazakhstan: the Chisinau Convention4, the Kiev Agreement5 and the Moscow Agreement6. The enumerated agreements provide for mutual recognition and enforcement of judgments passed by the courts located in the post-Soviet territory: Russia, Belarus, Kyrgyzstan, Azerbaijan, Armenia, Moldova, Tajikistan, Uzbekistan, Turkmenistan, Ukraine and Georgia.

Moreover, Kazakhstan has entered into bilateral legal assistance treaties with Lithuania, North Korea, Turkey, China, Vietnam, India, Pakistan, Mongolia and United Arab Emirates, whereunder the Republic of Kazakhstan recognizes and enforces the judgments of the courts of those states.

Recognition and Enforcement of Foreign Arbitral Awards

Procedure for Review of Arbitral Award Enforcement Applications

Pursuant to the RK Civil Procedure Code, a party in whose favor the arbitral award has been rendered may apply for its enforcement with a Kazakh competent court, if the debtor has not performed the award voluntarily. The court must review such application within 15 days of the date it is received. The parties are informed about the place and time of review, however, their failure to appear in the court session does not prevent the review, except where the debtor motions for postponement, providing valid reasons for the impossibility to appear.

Following the review, the court rules to either issue the enforcement order, or deny its issuance. In case the application is satisfied, an enforcement order is issued, which serves as a basis for instituting the enforcement proceedings. Further, the arbitral award is enforced by the enforcement agencies (public or private court enforcement officers7).

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4 Convention on Legal Assistance and Legal Relations in Civil, Family and Criminal Matters (Chisinau, 7 October 2002).
7 It should be mentioned that, starting 1 January 2016, the enforcement of documents for collection in favor of legal entities will be referred to the exclusive competence of private court enforcement officers (except for enforcement documents the parties to which are legal entities with state participation, natural monopoly entities and legal entities holding a dominant position on a commodity or services market).
As a rule, private court enforcement officers work more effectively, due to their being less loaded and directly interested in the award enforcement, because their fees depend on the enforced amount. At the same time, certain actions by court enforcement officers (for instance, use of injunctive measures) may be not enough expeditious, because they require a court authorization. Besides, the amount of private court enforcement officer's fee is inversely proportional to the collected amount (the less the collected amount, the larger the fee), therefore, if small amounts are to be enforced or the debtor's property is to be attached as an injunctive measure, it would be more practical to involve a public court enforcement officer.

**Competence of the RK Courts to Review Arbitral Award Enforcement Applications**

Pursuant to the RK Civil Procedure Code, disputes a party to which are legal entities or individuals engaging in entrepreneurial activities without forming a legal entity (individual entrepreneurs) fall within the jurisdiction of specialized inter-district economic courts. Disputes in which at least one party is an individual not engaging in entrepreneurial activities are to be reviewed by district courts of general jurisdiction.

The territorial jurisdiction of arbitral award enforcement applications is determined depending on the place of residence of the individual debtor or the place of location of the legal entity debtor's body. If the debtor's place of residence or place of location is unknown, the application is to be filed with a court according to the place of debtor's property location. In this case, the applicant is to normally provide the documents to support the fact that the debtor's property is located in the RK territory (for example, extracts from the register of shareholders or a certificate of registered rights to immovable property). The RK Civil Procedure Code also provides for the possibility to file applications at the place of the dispute review by arbitration, which may be the case if the place of dispute review was Kazakhstan.

**Documents to Be Submitted to Court**

*List of documents.* Pursuant to Article 4 of the New York Convention, the party concerned applying for the recognition and enforcement of an arbitral award must submit to the competent court, as follows:

- The duly authenticated original award or a duly certified copy thereof; and
- The original agreement referred to in article II or a duly certified copy thereof.

The RK Civil Procedure Code requires submission of the same documents; however, paragraph 30 of the Regulatory Resolution of the Supreme Court requires providing, beside those listed in the Convention and the RK Civil Procedure Code, the following documents:

- An official document confirming that the award has entered into legal force, unless it is evident from the text of the award;
- Evidence supporting that the party against whom the award has been rendered, or its representative, in case the party is procedurally incapable, has been duly notified of the proceedings; and
- The enforcement document with a mark of partial performance of judgment, if any.

*Contradictions between the New York Convention and the national legislation.* It should be mentioned that the above provision of the Regulatory Resolution No. 5 of the RK Supreme Court “On a Court Judgment” dated 11 July 2003 (hereinafter, the Regulatory

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8Regulatory Resolution No. 5 of the RK Supreme Court “On a Court Judgment” dated 11 July 2003 (hereinafter, the Regulatory Resolution No. 5).
Resolution No. 5) specifies the documents to be attached to the applications for enforcement of both foreign judgments and foreign arbitral awards, without any distinctions. Meantime, the list should be different, depending on whether it was a court or an arbitration that has passed the decision to be enforced. If the decision to be enforced is that of a foreign court, the requirement to provide the documents listed in paragraph 30 of the Regulatory Resolution No. 5 is justified, because these documents are expressly provided for by a number of international treaties on legal assistance in civil matters. If, otherwise, the application is for enforcement of a foreign arbitral award, the provisions of paragraph 30 of the Regulatory Resolution No. 5 are not in line with the New York Convention and the RK Civil Procedure Code.

The regulatory resolutions of the RK Supreme Court are included in the legal framework currently in effect. Due to this, courts often request the applicant to provide the documents not stipulated by the New York Convention, in particular, the documents confirming that the arbitral award has entered into legal force. Also contradicting the New York Convention is the provision of the Regulatory Resolution No. 5, requesting to attach to the application evidence supporting the proper notification of the party or its representative, in case the party is procedurally incapable.

The lack of the party's legal capacity and the improper notification of the party to the proceedings are different and independent grounds for refusal to enforce the arbitral award. Subparagraph a) of paragraph 1 of Article 5 of the New York Convention implies that a party's incapacity may serve as a ground for such refusal, regardless of whether or not such party has been notified of the proceedings. Subparagraph b) of paragraph 1 of the same Article suggests that failure to notify a party about the arbitration proceedings may serve as a ground for refusal, regardless of such party's capacity or incapacity. Moreover, the essence of Article 5 of the New York Convention suggests that it is not the applicant, but the party requesting to refuse the arbitral award enforcement, who must provide to the court the proof of incapacity or failure to notify of the arbitration proceedings (which is discussed in more detail in the subparagraph dealing with the grounds for refusal to enforce arbitral awards).

In our view, the said controversies are resolved by the official interpretation of the rule of the RK Constitution relating to the regulatory resolutions of the Supreme Court, stating that "regulatory resolutions may be issued only in respect of the matters of application of the rules of law in judicial practice." Referring to this official interpretation, the RK Supreme Court mentions in its letter that "the regulatory resolutions of the Supreme Court are to contain explanations to courts regarding application of legislation (its rules); such explanations cannot contradict the rules of legislation proper, thus acquiring not an explanatory nature, but becoming, in fact, a new, independent rule of law contradicting the current legislation." Hence, the Regulatory Resolution No. 5 cannot expand the list of documents to be submitted to court by the party applying for arbitral award enforcement, as established by the New York Convention and the RK Civil Procedure Code.

**Requirements to Documents to Be Submitted to Court**

Certification of the copies of documents and their legalization. The New York Convention does not define what is meant by the duly certified copy of the arbitral award and the arbitration agreement. We believe that it may be a copy certified by the arbitration having rendered the award, or a notarized copy.

Pursuant to Article 424 of the RK Civil Procedure Code, documents issued, compiled or certified by the competent authorities of foreign states, which are executed outside the Republic of

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9 Resolution No. 3 of the RK Constitutional Council "On the Official Interpretation of Paragraph 1 of Article 4, Paragraph 1 of Article 14, Subparagraph 3) of Paragraph 3 of Article 77, Paragraph 1 of Article 79 and Paragraph 1 of Article 83 of the RK Constitution" dated 6 March 1997.

10 Letter No. 1-1-5/1722 of the Chairman of Supervisory Judicial Board for Civil and Administrative Matters of the RK Supreme Court dated 5 March 2013.
Kazakhstan according to the laws of foreign states, are accepted by courts if they are consular legalized, unless otherwise provided for by an international treaty. Kazakhstan is a party to the Hague Convention\textsuperscript{11}, due to which the documents compiled and certified by the competent authorities of that Convention member states do not require consular legalization, an apostil being sufficient. It should also be mentioned that the Hague Convention applies only to official documents, which do not encompass foreign arbitral awards. However, the official documents enumerated in the Hague Convention include notarial acts. Hence, if a copy of an arbitral award is notarized, in order to submit it to the Kazakh court, it would suffice to apostil the notarized copy of the award.

In addition, by virtue of multilateral and bilateral international treaties on mutual legal assistance a party to which is Kazakhstan, no special authentication of documents issued or certified by a competent authority or an authorized person and sealed with an official seal is required for Russia, Belarus, Kyrgyzstan, Azerbaijan, Armenia, Moldova, Tajikistan, Uzbekistan, Turkmenistan, Ukraine, Georgia and Lithuania. Neither required is the consular legalization for documents compiled or certified by the competent authorities of Pakistan, Turkey and North Korea, if such documents are affixed with a competent authority's seal.

\textit{Document translation into the language of judicial proceedings}. Pursuant to the RK Civil Procedure Code, if the arbitral award or the arbitration agreement is made in a foreign language, the party must provide a duly certified translation of such document into the state (Kazakh) language or the Russian language, which is used, if necessary, alongside with the Kazakh language. The language of judicial proceedings is established by the court ruling, depending on the language of the application filed in court. If the application for arbitral award enforcement is made in Russian, the applicant must provide a notarized Russian translation of the foreign language documents attached to the application.

\textbf{Arbitral Awards Enforcement Period}

The application for arbitral award enforcement may be filed within three years of the date of expiration of the term for its voluntary performance. This gives rise to a question of how to determine the voluntary performance term, in case it is not specified in the arbitral award. If the rules of arbitration lack provisions setting the term for award voluntary performance or immediate performance, it would look expedient if the party, once it receives the full text of the award rendered in its favor, submit to the other party a written proposal to perform the award on a voluntary basis, specifying a reasonable term for the same.

The court may reinstate the missed deadline for filing the arbitral award enforcement application upon a motion by a party concerned, if it finds that the reasons for having missed the said deadline are valid.

\textbf{Types of Arbitral Awards Subject to Recognition and Enforcement}

Article 5 of the New York Convention implies in its essence that only arbitral awards rendered on the dispute merits and upon completion of the arbitration proceedings are subject to enforcement.

However, the Kazakh judicial practice comprises instances where recognized were interim or partial arbitral awards, including those not requiring enforcement. For instance, the Mangystauskaya Oblast Specialized Inter-District Economic Court ruled to recognize a partial arbitral award rendered in accordance with the Rules of Arbitration of the Istanbul Chamber of Commerce, declaring as valid the shares sale and purchase agreement and the claimant's right

\textsuperscript{11}\textit{Convention Abolishing the Requirement of Legalization for Foreign Public Documents (The Hague, 5 October 1961).}
to retain the advance payment under the said agreement.\textsuperscript{12} No enforcement of this award was required, because the advance payment had already been received by the claimant. Kazakhstan legislation does not regulate the procedure for recognition of arbitral awards that do not require enforcement, which, however, has not precluded the court from reviewing the application for recognition of such award. Noteworthy, the debtor in this dispute was a Russian company possessing assets in Kazakhstan, due to which the claimant went to the Kazakh court. The draft new RK Civil Procedure Code planned to be adopted in Kazakhstan in 2016 also secures the possibility to enforce arbitral awards (resolutions, rulings) approving an amicable agreement.

\textit{Grounds for Refusal to Enforce}

When reviewing an arbitral award enforcement application, the court has no right to check the lawfulness and substantiation of the award itself; it must just verify that there are no grounds for refusal to enforce it. The provisions of the RK Civil Procedure Code covering the grounds for refusal to recognize and enforce arbitral awards practically fully coincide with those listed in Article 5 of the New York Convention, except for the ground specified in subparagraph \textit{e)} of paragraph 1 of this Article whose application is limited for Kazakhstan as a party to the European Convention.

All grounds for refusal may be subdivided into two groups. The first group outlined in paragraph 1 of Article 5 of the New York Convention includes the grounds to be stated by the party against which the award has been invoked. The same party is to furnish proof to the court that such grounds do exist. The said grounds include as follows:

- A party to the arbitration proceedings is declared incapable or having limited capacity;
- The arbitration agreement is not valid under the law to which the parties have subjected it or, failing any indication thereon, under the legislation of the Republic of Kazakhstan;
- A party was not notified of the appointment of the arbitrator or of the arbitration proceedings or was unable to present its case on other grounds recognized as valid by the court;
- The dispute is not within the jurisdiction of the arbitration, in particular, if the arbitral award was rendered in a dispute not provided for by the arbitration agreement or not falling within its terms, or contains resolutions on matters beyond the scope of the arbitration agreement; and
- The composition of the arbitration or the arbitral procedure is not in accordance with the agreement of the parties or the rules of arbitration.

The second group of grounds for refusal of arbitral awards recognition and enforcement includes those listed in paragraph 2 of Article 5 of the New York Convention. If such grounds are in place, the competent court may refuse the applicant on its own, without the parties' statements. Subject to the provisions of the New York Convention, the RK Civil Procedure Code establishes the right of the court to refuse the arbitral award recognition and enforcement in the following cases:

- If the arbitral award is contrary to the public policy of the Republic of Kazakhstan; and
- If the dispute in which the arbitral award has been rendered cannot be the subject to arbitration proceedings under the legislation of the Republic of Kazakhstan.

\textsuperscript{12} Ruling of the Mangystauskaya Oblast Specialized Inter-District Economic Court dated 12 April 2011.
Moreover, pursuant to the RK Civil Procedure Code, the court may refuse the arbitral award enforcement due to expiration of the three year period of limitation for seeking the award enforcement.

Enforcement of Foreign Judgments

Prerequisites for the Recognition and Enforcement of Foreign Judgments

The judgments of foreign courts may be enforced in Kazakhstan if so provided for by a law or an international treaty. The RK Civil Procedure Code establishes that the following foreign judgments that do not require enforcement by their nature are recognized in Kazakhstan:

- Judgments affecting the personal status of exclusively the nationals of the state whose court has passed the judgment;
- Judgments on dissolution or invalidation of marriages between Kazakhstan and foreign nationals, if at the time of marriage dissolution at least one of the spouses was residing outside Kazakhstan; and
- Judgments on dissolution or invalidation of marriages between Kazakhstan nationals, if both spouses were residing outside Kazakhstan at the time of marriage dissolution.

The Kazakh legislation contains no provisions regarding recognition and enforcement of foreign judgments other than those listed above, which suggests a conclusion that all other judgments can be recognized and enforced in Kazakhstan only if so provided for by an international treaty on legal assistance between Kazakhstan and the state whose court has passed the judgment. Absent such international treaty, it is impossible to enforce the foreign court's judgment in Kazakhstan. The reciprocity principle mentioned in the RK Civil Procedure Code's provisions dealing with foreign judgments enforcement is not observed in practice. This is once more corroborated by the fact that the decision of the South Kazakhstan Specialized Inter-District Economic Court to recognize and enforce in the Republic of Kazakhstan the Order of the London Commercial Court of the Queen's Bench Division of the High Court of Justice has been recently set aside by a higher court.13

A foreign judgment may be filed for enforcement within three years of the date of its entry into force. The procedure for the review of applications for foreign judgment enforcement is similar to that established for the review of foreign arbitral award enforcement applications. Further, we will only focus on the differences in documents to be submitted to court and the grounds for refusal and will also mention the international treaties establishing specifics for their contracting states.

Types of Foreign Judicial Acts Subject to Recognition and Enforcement; Documents to Be Submitted to Court

The content of most international treaties suggests that typically subject to recognition and enforcement are final judgments passed in civil cases on the merits. The Chisinau Convention mentions enforcement of judicial acts approving the amicable agreement and attaching property in order to secure the claim, as well as recognition of decisions not requiring enforcement by their nature. Recent Kazakhstan's accession to the Convention on International Access to Justice allows enforcing in the Republic of Kazakhstan the decisions adjudging legal costs recovery rendered in favor of the nationals of, or persons habitually resident in, the Convention's contracting states (mostly European).14 The draft of the new Civil Procedure Code contemplates

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13 Ruling No. 2а-3290/14 of the Appellate Judicial Board of the South Kazakhstan Oblast Court dated 29 December 2014.
to also refer to enforceable foreign judgments the resolutions approving amicable agreements and court orders.

Most international treaties establish the following list of documents to be attached to the application for foreign judgment enforcement:

- Copy of the judgment certified by the court;
- A document confirming that the judgment has entered into legal force and is subject to enforcement (or that the judgment is subject to enforcement prior to entering into legal force), unless it follows from the judgment proper;
- A document confirming that the party against which the judgment has been rendered was duly notified of the time and place of the court proceedings, if the party did not participate in the proceedings;
- A document confirming a partial enforcement of the judgment, if any;
- A document confirming agreement of the parties in cases over contractual jurisdiction; and
- A document confirming that an incapable party has been duly represented in the proceedings.

Some bilateral agreements on legal assistance (in particular, those with Kyrgyzstan, Lithuania and Mongolia) provide for the right of the court receiving an application for judgment recognition and enforcement to request additional materials or explanations from the court having passed the judgment. It should also be mentioned that certain international treaties do not provide for the applicant's direct filing with Kazakh courts. For instance, according to the Agreement on Legal Assistance with Lithuania, the application for enforcement is to be filed in the court that had passed the first instance judgment on the case, which is to forward the application to the court of the country where the judgment is to be enforced\(^{15}\).

**Grounds for Refusal to Recognize and Enforce Foreign Judgments**

The grounds for refusal are largely the same in the international treaties on legal assistance. Pursuant to the provisions of most of these treaties, the recognition and enforcement of a judgment in Kazakhstan cannot be refused, if:

- The defendant has not participated in the proceedings because of having not been timely and duly served the summons to court;
- The judgment has not entered into legal force and is not subject to enforcement, except where the judgment is subject to enforcement prior to entering into legal force;
- According to the legislation of the country in whose territory the judgment is to be recognized and enforced, the case falls within the exclusive competence of such country's court;
- The document confirming the parties' agreement on contractual jurisdiction is missing;
- The term for seeking the judgment enforcement has expired; and

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\(^{15}\)Agreement between the Republic of Kazakhstan and the Republic of Lithuania on Legal Assistance and Legal Relations in Civil, Family and Criminal Matters (Vilnius, 9 August 1994).
• The recognition and enforcement of the judgment is contrary to the public policy of the Republic of Kazakhstan.

The Chisinau Convention also sets forth that enforcement of a judgment may be refused, if such judgment has been passed in breach of the provisions established by the said Convention; and the treaty with UAE refuses recognition and enforcement of a judgment, if it contradicts the national legislation of the requested state

Moreover, the court leaves the application without consideration and terminates the case proceedings, if the court of a foreign state with which Kazakhstan has an international treaty providing for mutual recognition and enforcement of judgments has already passed a judgment in a dispute between the same parties, on the same subject and on the same grounds, or if there is an earlier instituted case in a dispute between the same parties, on the same subject and on the same grounds, the judgment on which is to be recognized in the Republic of Kazakhstan.

As shown by judicial practice, most often enforcement of foreign judgments is refused in connection with improper notification of the defendant about the proceedings. Such refusals also occur in case the judicial summons is in place, but failing to observe the procedure for notifying foreign persons as established by international treaties. For instance, a Kazakh court refused enforcement of a judgment by the Saint-Petersburg Court of Arbitration, which sent the summons directly to the defendant by registered mail. The postal notification did not specify the name of the document sent and the defendant denied having received the judicial summons. The Kazakh court’s ruling refusing the judgment enforcement stated that "a copy of postal notification, without specifying what the party is notified of, is insufficient."

It is worth mentioning that Kazakhstan has not yet ratified the 1965 Hague Convention allowing for the possibility to send judicial documents directly to persons abroad via postal channels. In the case mentioned above, the judicial summons was to be sent pursuant to the Chisinau Convention via the justice authorities of the Convention's contracting states, and the fact of the summons delivery was to be confirmed by the court officer’s signature and the court's official seal, as per the form of document delivery confirmation approved by the Temporary Instruction on the Procedure for the Courts of the Republic of Kazakhstan to Render Legal Assistance.

Conclusions and Recommendations

Summing up the above analysis, our main conclusions and recommendations are as follows:

• The prerequisite for enforcement of a judgment or arbitral award is an international treaty allowing for enforcing such judgment or award in the territory of the country where the counterparty is registered or its assets are located. In Kazakhstan, it is only possible to enforce a foreign judgment if an international legal assistance treaty is in place. Therefore, it is necessary to verify the presence of such treaty as early as at the stage of entering into the contract. If no such treaty is in place, it would be more expedient to submit the disputes arising from the contract to an arbitration whose award would be potentially

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17 Ruling of the Judicial Board of Almaty City Court dated 27 July 2011.
19 Temporary Instruction "On the Procedure for the Courts of the Republic of Kazakhstan to Render Legal Assistance and on the Procedure for Seeking Legal Assistance in Foreign Courts" approved by the Ordinance No. 170 of the Chairman of the RK Supreme Court dated 23 August 2006.
enforceable in 156 states\textsuperscript{20} that have acceded to the New York Convention, including Kazakhstan.

- Not all courts are correctly applying the provisions of international treaties, which results in unjustified refusals, necessity to appeal the judicial acts in higher judicial instances and, as a consequence, loss of precious time. Therefore, despite the arguments put forward in this article regarding unlawfulness of the courts' requesting the documents not stipulated by the New York Convention and the RK Civil Procedure Code, we would still recommend (if possible) to request in advance the arbitration to issue a document confirming that the arbitral award has entered into legal force, unless it follows from the arbitration agreement, the award itself or the rules of the arbitration. If the party against whom the award has been rendered did not take part in the proceedings, we would also recommend requesting in advance the documents confirming that the party has been notified of the proceedings.

- The effectiveness of judicial acts enforcement depends on the correct choice of the court enforcement officer. Based on recommendations provided in this article, the claimant can choose between the public and private court enforcement officers, depending on the amount to be collected or the nature of the judicial act to be enforced.

- The limited number of international treaties on legal assistance and failure to apply the reciprocity principle makes it impossible to enforce in the Republic of Kazakhstan the judgments of most foreign states, which, in our view, is not conducive to the improvement of the country's investment climate. Development of the legal mechanism for applying the principle of reciprocity enabling enforcement of foreign judgments in the absence of an international treaty would enhance international cooperation and enhance the foreign partners' trust in Kazakh counterparties.

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