

**IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS
OF ENGLAND AND WALES
COMMERCIAL COURT
(KBD)**

Claim no. CL-2023-000262

BETWEEN:

YERMEK ALIMOV

Claimant

-and-

(1) ABDUMALIK MIRAKHMEDOV

(2) RASHIT MAKHAT

(3) ANDREY KIM

(4) GENESIS DIGITAL ASSETS LIMITED

Defendants

SECOND WITNESS STATEMENT OF ABDUMALIK MIRAKHMEDOV

I, **ABDUMALIK MIRAKHMEDOV**, of [REDACTED]
[REDACTED] **WILL SAY AS FOLLOWS:**

1. I am the First Defendant in these proceedings. I make this witness statement in support of my application dated 31 October 2023 that the Order of Mrs Justice Dias dated 19 October 2023 (but sealed on 24 October 2023) ('**Dias J Order**') be set aside (the '**Set Aside Application**') [RGMM3, p.3-6].
2. I also intend to rely on this statement, together with the further evidence filed by my solicitors, in relation to my application dated 23 October 2023 challenging the jurisdiction of the Courts of England and Wales to hear this claim (the '**Jurisdiction Challenge**') and the application challenging the jurisdiction of the Courts of England and Wales filed by the Third Defendant, Mr Andrey Kim (together, the '**Applications**').

3. The solicitors I have instructed, Withers LLP (**'Withers'**), have prepared a separate witness statement, the Third Witness Statement of Roberto Moruzzi dated 8 March 2024, in support of the Applications which I understand covers the main procedural and substantive issues for the Applications in detail and so this witness statement, and that of Mr Andrey Kim dated 8 March 2024 (which I have read and with which I agree), are only intended to refer to some key factual areas that it might be important for us to comment on.
4. Unless otherwise stated, I have personal knowledge of the facts and matters set out in this statement and confirm that they are true. Where the facts are not within my personal knowledge, they are true to the best of my information and belief. I have produced this witness statement with the assistance of Withers by telephone, video call and email.
5. Nothing in this statement is intended to waive privilege or submit to the jurisdiction of the Courts of England and Wales in relation to any matters arising in relation to the claim and the allegations made therein and if I do not comment on any particular matter raised in the Particulars of Claim then it does not mean that I accept what the Claimant is saying about that matter.
6. I shall refer in this statement to Exhibit marked 'AM2', which is a paginated bundle of correspondence and other documents relevant to the Applications. To avoid duplication of documents in Exhibit AM2, in the course of this witness statement I refer to page numbers of Exhibits to the following witness statements: the First and Third Witness Statement of Roberto Moruzzi, the First Witness Statement of Andrey Kim and the First Witness Statement of Michael Iatuha. I specify the Exhibit to which I refer.

Background

7. The letter of claim was sent to me at 27 Ingram Avenue, London, NW11 6TG (and I understand to Mr Kim and Mr Makhat) on 24 June 2022 (**'LBC'**) [RGGM1, p.30-47]. I replied on 23 September 2022 through Withers (**'Response to the LBC'**) [RGGM1, p.147-159], following which – so far as I was concerned – nothing happened for a year.
8. I find it confusing that, having ignored my Response to the LBC for so long, the Claimant (**'Mr Alimov'**) has since been able to drag me into a process before the English courts that has at times felt very pressurised and time-sensitive – as well as complicated and expensive.
9. I was made aware of the Claim Form and Particulars of Claim after a letter had been sent by Sterling Law dated 11 September 2023, which Withers received on 13 September 2023, which purported to say that documents had been sent to 3 addresses in London [RGGM1, p.147-159]. I do not live at any of those addresses, as had been explained to Sterling Law on 23 September 2022 in the Response to the LBC [RGMM1, p.148-149].

10. I now know, having followed up with people in England, that documents were received at those addresses. I only discovered this after I had been sent the Claim Form and Particulars of Claim by Withers on 13 September 2023.
11. I was then informed by Withers that I had to work to a very tight deadline to challenge both whether I had been properly served at those addresses in London, and the wider jurisdiction of the English Court. I did this by ensuring that the Jurisdiction Challenge was issued on 23 October 2023.
12. The day after the Jurisdiction Challenge was issued, on 24 October 2023, at about 8:28pm in the evening in Dubai, I received a WhatsApp message from an unknown UK mobile number +44 73050811866 (identified by the name 'Lily') which enclosed the Claim Form, Particulars of Claim and other documents. I did not receive the documents by any other means even though I can see from the documents that I was meant to receive an email and LinkedIn message.
13. Without waiving privilege, I discussed with Withers how we were to deal with the situation where I had purportedly been served in England and also served again in Dubai over 1 month later. I was informed by Withers that I had 7 days in which to file a further application that would have to challenge service in Dubai. I did that by the necessary deadline, on 31 October 2023, albeit that I also requested that the Third Defendant and I be permitted to file and serve the relevant expert evidence in response to the expert evidence relied upon by Mr Alimov in his application at a later date – as it was not possible to prepare this (and do everything else) within 7 days.

Summary

14. As Withers explained at paragraph 1.3 of the Response to the LBC - as long ago as on 23 September 2022 - Mr Alimov is wrong to say that I am domiciled or resident in England [RGMM1, p.149]. There is no basis for me to be served in England and nothing to link the other Defendants to this jurisdiction. I hope this is shown by the information and evidence I have provided.
15. In any event, the issues in these proceedings are issues of Kazakhstani law, regarding Kazakhstani business ventures which, I consider, should be heard and determined before the Kazakhstani courts.
16. Beyond all of that, but still importantly, there is also no valid underlying claim. Mr Alimov is wrong to suggest that there was ever any agreement in the terms of the purported agreement on which his claim has (most recently) been based. In relation to this:

- 16.1 I find the suggestion that such a complex agreement was – or could have been – concluded during the short period when we shared an Iftar meal with our families on 10 June 2017 not only to be wrong but also to be entirely implausible;
- 16.2 in my culture, it is considered inappropriate to discuss business on a religious occasion such as Iftar. This is a custom which I follow and respect. It is also considered inappropriate to discuss business in front of women, which I also follow and respect. These are cultural norms which Mr Alimov would be aware of. It is not in dispute that both my wife and Mr Alimov's wife were present at the Iftar meal. From my point of view, this serves to further support my account and recollection of the Iftar dinner and to undermine Mr Alimov's narrative and his concocted 'London Agreement'; and
- 16.3 Mr Alimov seeks to support his baseless claim by a purported analysis of payments made to him, but this analysis has been artificially created by him in an endeavour to support his claims that seem to have been 'reverse engineered' (see paragraph 37 of my first witness statement dated 23 October 2023).
17. I am very concerned that the claim that Mr Alimov is pursuing – together with an energetic publicity campaign that he has pursued in parallel – is little more than a cynical 'shake down' to try to extract money from me, Mr Kim and Mr Makhat. Mr Alimov has even contacted various third parties with whom I am connected in relation to his assertions, in an attempt to cause me personal stress and reputational damage. In this regard, I refer to paragraph 124 and onwards of the Third Witness Statement of Roberto Moruzzi.
18. The suggestion at paragraph 2 of Mr Alimov's Particulars of Claim that at all material times we acted jointly, such that we acted on behalf of ourselves individually and as agent for each other (which is the basis on which he collectively refers to us as 'MMK'), is completely untrue. No such agency agreement was ever discussed let alone agreed between us and if use of that abbreviation by Mr Alimov is an attempt to suggest that there is an agency between us then that attempt is entirely inappropriate.

My Domicile

19. I do not understand how Mr Alimov can continue to try to argue that I reside in England. I confirm again that I am not domiciled or resident in England and would repeat what is said about this in paragraphs 7-11 of my first witness statement and paragraphs 19-33 of the First Witness Statement of Roberto Moruzzi.
20. I have obtained an official report from the immigration authority in Dubai. As can be seen from the report I received [AM2, p.2-12], I spent around 220 days in the UAE in 2022 and around 250 days in 2023.

21. Having checked my travel records, I can confirm that I visited England for around 50-60 days in 2022 and only around 15-20 days in 2023. The only reason I have travelled to London since my move to Dubai is to visit my mother who, as I mention in paragraph 9 of my first witness statement, is undergoing treatment for cancer.
22. Since my first statement, I have learned from the Witness Statement of Michael Iatuha dated 13 October 2023 (but only received from Mr Alimov's lawyers on 24 October 2023) that Mr Alimov has engaged a professional investigation company, Raedas, to investigate my domicile. The findings of that investigation support the fact that I am not domiciled in England.
23. I see that Raedas undertook in person surveillance of the two main properties where I am alleged to reside **[MI1, p.133-142]**. Unsurprisingly, neither of them showed me to be present at either property. This is unsurprising because I live in Dubai and have done since September 2021, as Mr Alimov was told in September 2022. This surveillance took place (between 28 March to 26 April 2023) during the school term time in the UK. Therefore, had I in fact been resident in England at this time during Raedas' surveillance, my 4 children of school age would have been attending school and my family would have been coming and going from the property regularly during the day for school drop offs and school collections. The fact that Raedas did not see me or my family shows that we were not residing at this address in London and 4 of my 5 children are at school in Dubai, again, as Withers have explained to Mr Alimov at paragraph 8 of my first witness statement.

27 Ingram Avenue

24. Raedas is mistaken when it suggests that the individual who its investigators photographed at 27 Ingram Avenue, and who is referred to at paragraph 48(b) of Mr Iatuha's first witness statement, is my wife **[MI1, p.137]**. The person photographed is my mother, not my wife.
25. My wife lives with me in Dubai and the fact that there is no photograph of any member of my family, or any evidence from Raedas that my family or I actually live in the UK, proves what I am saying.
26. I am sure that Mr Alimov would have reviewed the photograph when approving the content of his solicitor's statement and I believe that he would have realised that the individual was not my wife. Mr Alimov (together with his wife and son) met my wife at the dinner on 10 June 2017. I am surprised that Mr Alimov has let a false statement such as this be placed before the Court. I do not know how much the Court relied on that comment in making the Dias J Order granting permission to serve the documents on me in Dubai, **[RGMM3, p.3-6]** but I understand Mr Alimov was under a duty to provide full and frank disclosure to the court and I struggle to see how he has complied with that duty in relation to this.

27. For the avoidance of doubt, the '*young girl*' mentioned at paragraph 48(a) of Mr Iatuha's first witness statement is not one of my children (as my children were not in England at that time). In fact, in 2021 my daughter would have been 6 years old, so does not even match the description provided by Mr Alimov of a girl '*aged 12 or 13 years old*'. It is not surprising that a '*young girl*' at that property – who has not been identified – would recognise my name given that she was present at the house where my mother lives.
28. I have been very clear in my first statement, as have the communications from Withers, that my mother lives at 27 Ingram Avenue. Unsurprisingly, the report from Raedas confirms that. There is every reason for people to recognise my surname at that address but that does not mean, let alone prove, that I am resident or domiciled in England, and even less so at that particular address.

Use of 27 Ingram Avenue for Iftar dinner on 10 June 2017

29. In his attempts to evidence the so-called 'London Agreement', that he says was made on 10 June 2017 at 27 Ingram Avenue, Mr Alimov relies on some WhatsApp messages we exchanged on 9-10 of June 2017 [MI1, p.124-125].
30. As mentioned in paragraph 21 of my first statement, during Ramadan it is normal for Muslims to invite each other and their families over for meals, and especially when they are travelling. Without going into too much detail on religious matters, hosting fellow Muslims for Iftar (which, as Mr Alimov knows, includes pre-dinner prayers which last for 10-15 minutes after the initial breaking of the fast with water or milk and dates) is a very important part of our religion and is considered a good deed.
31. Whilst I cannot recall exactly how this arrangement came about, Mr Alimov had done me a favour in bringing over my passport from Kazakhstan (where it had been renewed, as it was quicker to do this in Kazakhstan rather than through the embassy in London). I arranged for somebody to collect it from him on 9 June 2017, the day before the dinner. I wanted to thank him for his kindness in delivering my passport. I thought that inviting him for Iftar dinner with my family would be a suitable way to thank him, which is what I did within the short period that he was in London [MI1, p.124].
32. We held the Iftar dinner at 27 Ingram Avenue because it is a bigger property with a better dining area and there was a chef there, making hosting easier. I knew that after we had broken the fast, I would want to go to evening prayers (Tarawih) so it would have been harder to eat at a restaurant in such a short time, which is why I suggested that we should not dine out.

33. I do not accept the accuracy of some of the translations of those messages provided by Mr Alimov, as detailed immediately below and at paragraphs 46 to 49 of this statement. I have obtained what I consider to be more accurate translations. These are at **[AM2, p.13-17]**.
34. To try to support his concocted case, Mr Alimov has, I consider, twisted the words of WhatsApp exchanges between him and me on 10 June 2017 when he tries to refer to my reference to 'home' **[MI1, p.125]**, starting at around 11:10am.
35. In those exchanges, Mr Alimov and I were discussing arrangements for sharing Iftar dinner with our respective families that evening. I provided the address for the dinner and, as the WhatsApp messages at 11:11:36 show, Mr Alimov asked: '*Is that home or the restaurant?*', to which I replied: '*That'll be home*' **[MI1, p.125]**. When I wrote 'home', I was simply responding to his use of language – in a short message in a 'rapid fire' exchange – to make clear that I was not suggesting that we shared Iftar in a '*restaurant*'. I did not intend to mean that 27 Ingram Avenue was my residence or where I lived for the purposes of the legal test that became relevant some 6 years later.
36. In any event, these are messages from 6 years ago and, as mentioned above, do not reflect the current situation of my residence. I do not deny that I was resident in London on 10 June 2017, but - as paragraph 8 of my first witness statement makes clear - this ceased to be the case from September 2021 when I moved permanently to Dubai. I do not understand why such reliance is placed on these messages by Mr Alimov to say that I currently live in the UK.

26 Holne Chase

37. It is correct that I have listed the address 26 Holne Chase, London, N2 0QN ('**26 Holne Chase**') on various corporate filings in different jurisdictions around the world. Paragraph 8 of my first witness statement confirms that I did live at that address between 2014 and 2021, so it is not surprising that I would have used that address for administrative matters during that time. It also explains the planning permission application which is referred to by Mr Alimov, and which I note was applied for in 2015 (so is not particularly recent) **[MI1, p.126-132]**.
38. Most of the corporate filings which are referred to by Mr Alimov were completed before I left England in September 2021 and they have not been updated **[MI1, p.37-117 and p.150-162]**. When I first moved to Dubai in 2021, I did not have a long-term visa so I did not spend time changing all of my contact details. After I received the permission to stay in Dubai for 10 years, I did not think about undertaking an exhaustive trawl through corporate filings for companies which had been registered for some years in various countries around the world in order to update them all. Perhaps – in a perfect world – I should have done, but I just did not think to do so, particularly as I have never been made aware that any of those corporate records constitute a formal address for service of legal proceedings in any of those jurisdictions. I did not incorporate these companies myself and, in fact, I was not particularly

involved in the actual process to incorporate them so I do not believe that these documents can be evidence of my current residence. The parties involved in these companies, often Mr Kim and Mr Makhat and others, would employ agents to incorporate these companies. Those agents held my information on file and so they would often just process the incorporation without my involvement.

39. I am not sure from memory whether I confirmed my details in advance of the filings for any of the companies which are listed in paragraph 42 of the Witness Statement of Michael Iatua dated 13 October 2023. Scalco Technologies Pte Ltd, GDA (Cyprus) and Wavefield International Limited were all incorporated well before I moved to Dubai so I do not understand the relevance of these forms. GDA Sweden AB and MKM GP SARL were incorporated after I moved to Dubai but I was not involved in the incorporation process so I believe that the relevant agents merely used the information they had on file from previous filings.
40. None of the documents obtained by Raedas in relation to these companies appear to be current as of the date of the Claim Form being issued in May 2023, and none of them have been updated by me recently. I was not aware of any formal requirement in relation to these filings or the information stored publicly in the jurisdictions in which these companies are based. None of them are English companies.
41. The only company which Mr Alimov refers to which is registered in England is the Mirakhmedov Foundation. I am not a director or company secretary of the Mirakhmedov Foundation and so my understanding of the legal rules in England is that these addresses are not formal addresses for the purpose of serving legal proceedings.

Underlying Claim

42. I have explained in detail the events surrounding the dinner which took place on 10 June 2017 in paragraphs 21-33 of my first witness statement (and above).
43. I find it curious that Mr Alimov has not provided a witness statement himself, and has provided no evidence to support his allegation that there was a business discussion during that evening.
44. He has also failed to provide a single email or text message between us shortly after the so-called 'London Agreement' is said to have been made. I find it incredible for him to suggest that we entered into such a complex and significant agreement without any written discussion or record of such an agreement or the detailed terms which Mr Alimov now alleges were agreed.
45. Mr Alimov has not provided a single such document because none exists. There simply was no 'London Agreement'.

46. I am aware that Mr Alimov is trying to use the WhatsApp messages in the lead up to the dinner to try to suggest that I wanted to discuss something confidential with him that evening. That is simply untrue. Mr Alimov deliberately misrepresents these messages – and I believe that he has also mistranslated this message chain and other documents on which he relies in this case (as Mr Kim explains at paragraphs 54 to 69 of his witness statement).
47. In my message on 10 June 2017 11.10, I said '*I also have a driver, I let him go in the evening. Can you come by yourself?*' (using Mr Alimov's wrong translation) **[MI1, p.124]**. I was not suggesting that Mr Alimov attend the Iftar dinner without his family or that the dinner would be tantamount to a business meeting or involve a particular discussion of something confidential with Mr Alimov (as is wrongly suggested at paragraphs 61-62 of the First Witness statement of Michael Iatuha dated 13 October 2023). In fact, I was just checking that Mr Alimov would be able to make his own travel arrangements to dinner that evening, rather than relying on my driver to pick him up.
48. The correct translation actually reads '*My driver is also fasting, I let him go in the evening. Can you come yourself?*' **[AM2, p.14]**. By this I suggested that Mr Alimov (and his family) made his own way using his own form of transportation.
49. We had use of a driver in London when I lived there at that time who I would use on occasion. That driver was also Muslim which means that we both followed the fasting rules of Ramadan during the religious festival. In the summer months in England, the period in which we can eat is very short and I did not want to force the driver to continue working during those hours and to continue his fast beyond necessary. It is for this reason I did not call upon him.
50. I believe that other messages in the chain show that we were discussing arrangements for the Iftar dinner and that it was anticipated from early in the exchanges that Mr Alimov would bring his family (as he had requested and as he did): '*What if I take my wife and son with me for the evening? [...] They are also fasting :)*' (see Mr Alimov's WhatsApps messages to me sent at 11:06 and 11:07 respectively on 10 June 2017) **[AM2, p.14]**. We continued to send each other WhatsApp messages relating to Mr Alimov's plans before the meal - as can be seen at 11:20:40 he proposed to take his family to see a musical - as well as travel arrangements and our plans after the meal to attend Tarawih, the evening prayers.
51. As can be seen from the WhatsApp messages, when Mr Alimov told me about his plans to visit the theatre with his family, I told him (at 11:34:15) that the theatre was too far away and that he would not be able to make it to Iftar.
52. Quoting from Mr Alimov's translation of the exchange **[MI1, p.125]**:

[10.06.2017, 11:34:15] Abdulmalik, Rashid K: Yereke, that's far away. The show is at 7:30pm, there's no way you can make it to the theatre in time

[10.06.2017, 11 :34:44] Abdulmalik, Rashid K: You won't make it to iftar, I wanted to write.

[10.06.2017, 11:36:30] Abdulmalik, Rashid K: If you had other plans, no problem. I don't want to screw them up, In shaa Allah, I hope we get more than one chance to have dinner together.

[10.06.2017, 11 :45:06] Yermek Alimov: Brother, we can always make it to the musical .) And to hang out with a brother like you, it may not always be possible ... We will be at your place by 9:00 p.m.)

53. While I think that the message is clear from this translation, I do think that Mr Alimov's translation is not a correct representation of the exact messages, and the correct translation is as follows **[AM2, p.15]**:

[10.06.2017, 11:34:15] Abdulmalik, Rashid K: Yereke, that's far away. The show is at 19:30, there's no way you'll make it to the theatre in time.

[10.06.2017, 11:34:44] Abdulmalik, Rashid K: You won't be able to make it in time for iftar, I was going to write

[10.06.2017, 11:36:30] Abdulmalik, Rashid K: If you had other plans, no problem. I don't want to spoil them, If God wills, hopefully we'll have opportunity to have dinner together more than once.

[10.06.2017, 11:45:06] Yermek Alimov: brother, we will always have time for the musical :) And it may not always be possible to communicate with a brother like you ... We will be at your place by 21.00 :)

54. I find it surprising and difficult to understand how Mr Alimov can be relying so heavily on this meeting as the basis for his whole claim when, as both translations of the WhatsApp exchanges show, I was quite relaxed as to whether he and his family attended Iftar or whether, instead, they kept to their plans and went to the theatre to watch 42nd Street. There is no reference in the WhatsApp exchanges from that time to any business discussion. This is because there was never intended to be any business discussion over Iftar on 10 June 2017, and there was then no discussion about business over Iftar. I would have considered it improper for there to have been such a discussion during an Iftar dinner, with our families present (as previously explained in my first witness statement at paragraph 27). In particular, so there can be no doubt, we did not discuss, let alone agree, any terms concerning any shareholding in any bitcoin operation, or the bitcoin mining business.

55. This is my first involvement with the courts of England. Having now been involved in this matter for several months, I have seen the amount of time and costs which are incurred for various procedural tasks, including the preparation of evidence like this. I am very concerned that continuing this case in England will lead to significant costs which could otherwise be avoided if the case were to be heard in Kazakhstan, which I also believe to be the proper forum. The issues with the translations of the WhatsApp messages and of KKS Karagandy LLP in the of sale and purchase agreement of the Stal Substation dated 22 January 2018 (in relation to which see footnote 27 of the First Witness Statement of Roberto Moruzzi dated 23 October 2023) highlight the added level of costs which would be incurred if this case were to be tried in England, and which would be avoided if it were to be heard in Kazakhstan.

Conclusion

56. For the reasons given in my first witness statement and also above, as well as the other witness statements from Withers and Mr Kim, I respectfully ask the court to grant the Applications in my favour.

Statement of truth

I believe that the facts stated in this witness statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.



Abdumalik Mirakhmedov

Dated 8 March 2024