

**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**

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**THIRD WITNESS STATEMENT OF ABDUMALIK MIRAKHMEDOV**

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

1. I am the First Defendant. To date, I have filed 2 witness statements in these proceedings in support of the Jurisdiction Challenge and the Set Aside Applications and I shall refer to both as the '**Applications**'.
2. Throughout this witness statement, I refer to the following evidence previously filed on behalf of the Defendants:
  - (a) my first witness statement dated 23 October 2023 ('**Mirakhmedov 1**') and Exhibit AM1;
  - (b) the First Witness Statement of Roberto Moruzzi ('**Moruzzi 1**') and Exhibit RGMM1;

- (c) my second witness statement dated 8 March 2024 ('**Mirakhmedov 2**') and Exhibit AM2;
  - (d) the Third Witness Statement of Roberto Moruzzi dated 8 March 2024 ('**Moruzzi 3**') and Exhibit RGMM3;
  - (e) the First Witness Statement of Andrey Kim dated 8 March 2024 ('**Kim 1**') and Exhibit AK1.
3. I make this third witness statement in response to the evidence filed by the Claimant on 28 June 2024 ('**Claimant's Evidence in Answer**') which was in reply to the evidence filed by the Defendants on 8 March 2024 and Mirakhmedov 1 and Moruzzi 3 in support of the Applications.
4. Although the Claimant's Evidence in Answer is voluminous, comprising of 7 witness statements, 4 Exhibits and an expert report which in total comes to more than 1,000 pages with the translations, I refer below principally to:
- (a) the Third Witness Statement of Mihail Iatuha dated 28 June 2024 ('**Iatuha 3**') and Exhibit MI3; and
  - (b) the First Witness Statement of Yermek Alimov dated 28 June 2024 ('**Alimov 1**') and Exhibit YA1;
5. My solicitors, Withers LLP ('**Withers**'), have prepared a further witness statement in support of the Applications and in response to the Claimant's Evidence in Answer in the form of the Fourth Witness Statement of Roberto Moruzzi dated 9 September 2024 ('**Moruzzi 4**'). Mr Kim has also provided his second witness statement dated 9 September 2024 ('**Kim 2**'). I have read and agree with Moruzzi 4 and Kim 2.
6. 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. Withers has assisted me with drafting this statement and we have corresponded by telephone, video call and email. Below, I adopt the same definitions I have used previously in Mirakhmedov 1 and Mirakhmedov 2.
7. 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.
8. I shall refer in this statement to Exhibit marked 'AM3', which is a paginated bundle of correspondence and other documents relevant to the Applications. To avoid duplication of

documents in Exhibit AM3, in the course of this witness statement I refer to page numbers of Exhibits previously filed in these proceedings. I shall specify the Exhibit to which I refer.

## Introduction

9. I want to make clear at the outset that I do not agree with the factual narrative or position put forward in latuha 3 or in Alimov 1, or indeed with any of the other witness statements provided with the Claimant's Evidence in Answer. However, rather than engaging with each and every one of the factual inaccuracies and misstatements, I focus below only on the material and relevant inaccuracies which I understand from Withers are materially relevant to the Applications. As demonstrated below, much of what Mr Alimov puts forward as his so-called evidence is undermined by the documents which show this evidence to be false.
10. I also do not provide any response to those personal comments and remarks contained in the Claimant's Evidence in Answer.
11. I am worried that Mr Alimov has intentionally filed a significant amount of evidence in the hope of presenting this matter as complex and incapable of determination during the 2-day hearing in October 2024. latuha 3 at paragraph 26 confirms this approach: *'This volume of evidence from Mr Alimov and the supporting witnesses shows that there is, at the very least, a serious issue to be tried / a real prospect of success.'*
12. In reality the dispute seems very straightforward to me. It simply involves Mr Alimov fabricating a claim to try to obtain financial advantage.
13. With this in mind, as already mentioned, I propose to focus only on the points which are relevant to determining the Applications. I believe this approach will be more useful to the Court. Where I fail to comment on or correct a conflicting factual narrative, this should not be taken to be my acceptance or agreement with Mr Alimov's version of events though.

## Evolving claim

14. I find it curious that in Alimov 1, Mr Alimov's narrative around the alleged (but fabricated) 'London Agreement' has changed yet again. I have reminded myself of how his claim has changed in the space of 2 years:

(a) Conspiracy:

In the LBC, Mr Alimov advanced a conspiracy claim which he said was hatched by Mr Kim, Mr Makhat and me in London on or before September 2018 (see from paragraph 67 of the LBC, at **[Exhibit RGMM1, p.45]**). Mr Alimov had to abandon this conspiracy claim after Withers explained in the Response to the LBC that neither Mr Kim, Mr Makhat

nor I had met together in England and Wales at any point during 2018 and that neither Messrs Kim nor Makhat had ever lived in England.

(b) 'London Agreement' and 'Ingram Avenue Meeting':

In his Particulars of Claim dated 11 September 2023 (see paragraphs 26-28) [**Exhibit RGMM1, p.13**] and in MI1 (20), Mr Alimov next advanced a claim based on an alleged oral agreement, the complicated and detailed terms of which he said were agreed and '*reached*' at a single meeting in London during the Iftar dinner on 10 June 2017 which my wife and I hosted for Mr Alimov and his family, before attending Tarawih prayers. Mr Alimov is explicit that there was a single meeting.

(c) 'London Agreement' and '*earlier discussions*':

In Alimov 1 and Iatuha 3, Mr Alimov's case changes yet again. In an attempt to explain how an agreement of such commercial importance and consequence could have been negotiated and agreed in an impossibly short period of time, Mr Alimov now says that he and I had '*discussed and understood*' the '*key issues and contours*' of the '*London Agreement*' in '*earlier discussions*' in Kazakhstan, so that on 10 June 2017 we were able simply to finalise the agreement so quickly, in around 1 hour and 10 minutes (Alimov 1, 58). I am surprised that, if Mr Alimov really believes these '*earlier discussions*' took place, he did not mention them in the LBC, the Particulars of Claim, or the first set of evidence filed on his behalf in the proceedings. I am also surprised that, although at paragraph 58 of Alimov 1 he says that we had already discussed the key issues and contours of the alleged deal in Kazakhstan, confusingly at paragraph 25 of Alimov 1 he says that I was rarely present at those meetings. I therefore cannot really understand how those meetings are supposed to have made the 'London Agreement' easier to conclude on 10 June 2017. The fact that Mr Alimov now relies on the '*earlier discussions*' in Kazakhstan once again points to Kazakhstan and not England and Wales being the more appropriate jurisdiction for his claim.

15. Mr Alimov's narrative is false. It keeps changing because as he is fabricating his claim as he goes along, and he has been forced to amend his narrative when faced with my evidence and the evidence from the other Defendants which disproves what he has said. Even his latest narrative in Alimov 1 is undermined by the documentary evidence I refer to below which shows parts of his evidence, and the statement of truth, to be false.

#### **10 June 2017 Iftar dinner – Order of events**

##### ***Arrival and Iftar***

16. I maintain what I said in Mirakhmedov 1, 22-25, namely that Mr Alimov and his wife and son arrived at 27 Ingram Avenue shortly before sunset, so at around 9:15pm. It is surprising to me

that Mr Alimov, his wife and son can all claim to remember that they arrived by Uber at *precisely* 8:40pm without the aid of documents. They have not provided an Uber receipt or another document to evidence this exact arrival time, which is also surprising since, having checked my own Uber account, I can confirm that I can see my receipts for the journeys I made on 10 and 11 June 2017 (which I have exhibited).

17. My own recollection that Mr Alimov and his family arrived at around at 9:15pm accords with the WhatsApp messages Mr Alimov and I exchanged earlier that day on 10 June 2017 and some 9 hours before the dinner:

*[10.06.2017, 11:49:00] Abdulmalik, Rashid K: **Then at 21:00 at my place, at 22:05 we will go to Tarawih, if God wills***

*[10.06.2017, 11:51:00] Yermek Alimov: If God wills. (Emphasis added). [Exhibit AM2, p.15]*

18. I understand that Mr Alimov's arrival time is for him, rather than me, to prove and I would invite him to provide his Uber receipt dated 10 June 2017.
19. I would just add here that, during Ramadan, before the breaking the fast at Iftar, Muslims who are more religious (such as me) observe what is sometimes referred to as "Golden Time". This is sacred family time for prayers, togetherness and quiet reflection. Therefore, as my WhatsApp message shows, I invited Mr Alimov for Iftar dinner at 9pm, as this would be after Golden Time, which is a ritual I observe and respect. I would have found it strange, if not a bit rude, for Mr Alimov and his family, as fellow Muslims and observing Ramadan, to have arrived early deliberately during Golden Time. It is well known that the time before Maghrib (evening prayers) is special.
20. Following their arrival, as is customary, we sat down at sunset at 9:15pm and broke the long day's fast by eating dates and drinking water. We may have also eaten a very light meal (I often do), such as soup or salad. Eating dates or having a light meal and drinking water typically lasts 5-10 minutes and is followed by Maghrib (evening prayers). I did not have any separate discussion with Mr Alimov before we broke our fast as he claims happened from 9pm-9:20pm (Alimov 1, 45).
21. At around 9:25pm, we went into the atrium/entrance hallway of the house and our wives onto the balcony of the mezzanine behind us for Maghrib prayers which typically last for about 15 minutes (Mirakhmedov 2, 30). After that, at around 9:40pm, we returned to the dinner table to enjoy the main Iftar meal with our families.
22. Mr Alimov and I are agreed that we did not discuss any business whatsoever during this dinner with our wives present (Alimov 1, 48; Mirakhmedov 1, 26-27 and Mirakhmedov 2, 16(2)). As I have said above, if we really had 2 private conversations before and after the Iftar meal, why

did Mr Alimov (or Mr latuha on his behalf) not mention these conversations before? The same can be said for the '*earlier discussions*' Mr Alimov now claims led to the '*London Agreement*'.

23. Instead, latuha 1, 20-21, which adopts what is said at paragraph 26 of the Particulars of Claim, simply stated that Mr Alimov came to 27 Ingram Avenue '*in order to agree the basis on which Mr Alimov would assist MMK (the '**Ingram Avenue Meeting**)'*' and '*At the Ingram Avenue Meeting, Mr Alimov and Mr Mirakhmedov (acting on behalf of MMK) reached the following agreement orally (the '**London Agreement**)'*.' In the Particulars of Claim, the 'meeting' is referred to in the singular with no reference to any other discussions or meetings. This is different from what is now said in latuha 3 and Alimov 1.
24. Mr Alimov's wife and son claim to remember that he and I left the dinner table at around 10:05pm and returned at around 10:40pm/10:45pm (see the First Witness Statement of Gulmira Alimova, 28-29 and the First Witness Statement of Noyan Alimov, 18-20). This did not happen. I find it hard to believe that Mr Alimov's wife and son can remember such precise timings of an event which occurred so long ago and would not – certainly for them – have been particularly memorable. I cannot ignore, however, that these times conveniently align with Mr Alimov's assertion that the pre-dinner and post-dinner discussions lasted for '*around 1 hour and 10 minutes in total*' (Alimov 1, 58), that is, in total from 9pm-9:20pm and 10:05pm to 10:40/10:45pm.
25. Mr Alimov states that we left the house with our sons by taxi at 10:50pm to travel to the Mosque for Tarawih prayers (see paragraphs 58-59, 76 of Alimov 1).
26. That is not correct, and it cannot be correct. I have checked my Uber journey history, and I ordered a taxi which arrived at 27 Ingram Avenue at 10:13pm to take us to Hanover Gate, London, NW8 7RG, which is next to the London Central Mosque [**Exhibit AM3, p. 1**]. Therefore, Mr Alimov and I cannot have had a post dinner conversation from around 10:05pm to around 10:45pm as alleged, as we were already in the taxi at around 10:13pm. This one document demonstrates that Mr Alimov's entire story around the dinner is unreliable.
27. This Uber receipt shows that the journey took 14 minutes and that we arrived at the London Central Mosque at 10:27pm in time for the prayers which commenced at 10:33pm [**Exhibit AM3, p. 1**]. This is consistent with what I explained at Mirakhmedov 1, 29 and accords with my recollection of the evening being rushed. We had around 35 to 40 minutes to eat the main Iftar meal.
28. I should point out that an incorrect timetable was included in [**Exhibit AM1, p.61**]. As is plain, that (incorrect) timetable relates to the East London Mosque in Whitechapel, not the London Central Mosque by Regent's Park, which is where we went. Each mosque sets its own timetable for prayers during Ramadan and, at the East London Mosque, Tarawih began at 11pm, hence Mr Alimov relying on this time at Alimov 1, 75.

29. I now exhibit the correct 2017 Ramadan timetable for the London Central Mosque which shows Isha prayers commencing at 10:33pm, not 11pm **[Exhibit AM3, p. 2]**. This timing accords with when I ordered the Uber to 27 Ingram Avenue to arrive at the Mosque 10:27pm in time for evening prayers. I have also checked my WhatsApp message to Mr Alimov sent at 11:11am on 10 June 2017 where I asked:

[10.06.2017, 11:11:59] Abdulmalik, Rashid K: *After iftar, I planned to go to the central mosque for taraweeh (special evening prayer during the month of Ramadan). Would you like to join??* (See **[Exhibit AM2, p.14]**). (Emphasis added).

30. Contrary to what Mr Alimov says (at Alimov 1, 59, 76), we did not leave 27 Ingram Avenue at around 10:50pm. This cannot be correct, as my Uber receipts and the London Central Mosque timetable show.
31. I maintain what I have always said, namely that Mr Alimov was at 27 Ingram Avenue for approximately 1 hour in total from around 9:15pm to 10:13pm (as evidenced by my Uber receipt) and of that hour at least 20-25 minutes was taken up with eating dates or a light meal and drinking water and Maghrib prayers. That would have left us with around 35 to 40 minutes to have had dinner (where we are agreed no business was discussed) and also – on Mr Alimov's fabricated case – to finalise the terms of the alleged 'London Agreement' (which is categorically denied). This is not only absurd for the reasons I explained at Mirakhmedov 1,30-33, but I would also suggest impossible from a timing perspective.
32. One final point I would add about the dinner is that, at Alimov 1, 38, Mr Alimov has tried to reinterpret what I said to him in a WhatsApp message sent on 10 June 2017 at 11:36am whilst we were discussing the evening's plans. As is clear from the whole message conversation **[Exhibit AM2, p.15]**, I was entirely relaxed about whether or not Mr Alimov and his family went to the theatre or came to 27 Ingram Avenue for Iftar:

[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.*

33. I did not want to pressurise Mr Alimov into coming to dinner when he and his family were only in London a short time and, as a friendly gesture to show this, I said that hopefully we would have dinner again in the future. This was not, as Mr Alimov suggests, a business invitation or me anticipating or signalling that there would be a business relationship. It was a friendly comment intended to give Mr Alimov an easy way out from the Iftar invitation if he wanted to see 42nd Street instead, and no more.
34. What is obvious from the WhatsApp messages copied above at 17, and 32 and indeed from our whole conversation at **[Exhibit AM2, p.13-15]**, is that there is no mention at all of any

business or deals or transactions. If, as Mr Alimov alleges, we were we truly intending to discuss and agree to Mr Alimov's alleged involvement in the Kazakhstan bitcoin mining projects ('Projects') during the Iftar meal, I find it implausible that there would be no mention of this in the exchanges. As is plain from the messages, the only thing we were discussing in relation to the Iftar dinner was the arrangements, such as the 9:00pm arrival time and the travel arrangements. The remainder of our conversation is similarly unrelated to business.

35. If we really were intending to discuss or finalise business, why would Mr Alimov ask if his family could join and why would we schedule this alleged meeting after 18 hours of fasting at the end of a day (when we are tired) and during a religious meal? The most obvious thing to have done would have been to schedule a meeting between us at a reasonable hour and when our families would not be with us. All this makes his story implausible and, I suggest, incredible.

### ***London Central Mosque and Tarawih prayers***

36. As mentioned above, during Ramadan the evening prayers at the London Central Mosque, commenced at 10:33pm **[Exhibit, AM3, p. 2]**. The evening prayers follow a precise structure even if the prayer start times vary between Mosques. My account which follows relates only to Ramadan at the London Central Mosque. The first event at 10:33pm is Adhan (the call to prayer). Adhan is delivered 5 times a day by a Muadhin and it summons Muslims to prayer.
37. The prayers themselves begin 5 to 10 minutes after Adhan and start with Isha prayers which last for approximately 15 to 20 minutes. Isha prayers are then shortly followed by Tarawih prayers which lasts approximately 45 minutes to 1 hour. After prayers finished at around 11:45pm, it would take a little while for everyone to leave the Mosque as it is much busier during Ramadan and there are greetings, conversations and well-wishings, which slows down one's exit. I want to make clear that I cannot recall the evenings prayers on 10 June 2017 given it is now over 7 years ago, but set out above the typical duration and timings of each prayer as these do not change.
38. Mr Alimov then claims that I suggested we walk back to his hotel after the Mosque (Alimov 1, 61). It is right that there is no point waiting for a taxi right outside the Mosque at that time and I probably did suggest that we walk away from the Mosque before I try to get a taxi. I recall pointing Mr Alimov in the general direction of his hotel and I can see from my Uber records that I picked up an Uber from very close to the hotel **[Exhibit, AM3, pp. 3-5]**. It was late and I needed to get into a taxi as quickly as possible because there was only a small period of time left for me to eat and drink before the fast started again. I can see from my Uber records that I was in an Uber, going back to 27 Ingram Avenue, by 0:12 on 11 June 2017. **[Exhibit, AM3, p. 3]**.
39. What I do not accept is that on this walk, we '*reviewed the critical aspects of our collaboration*' (Alimov 1, 62) or discussed anything business-related or anything related to the so-called



'London Agreement'. Whilst I cannot recall what we did discuss on this walk, I would certainly not have discussed or agreed any business with Mr Alimov because, firstly, there was nothing to agree or discuss and, secondly, I am invariably tired after Tarawih prayers, which are quite physical, especially in view of the late hour and the long day's fast. I certainly did not, and would never, agree to a business deal whilst walking or standing on the pavement in the middle of the night after fasting all day.

40. I find Mr Alimov's entire claim, which keeps changing, ridiculous. There was categorically no 'London Agreement', whether in the terms alleged by Mr Alimov or otherwise.

**Alleged 'prior discussions' now relied upon**

41. I find it telling that the supposed '*earlier discussions*' are mentioned for the first time in Alimov 1 and latuha 3 and were not mentioned at all in the LBC, in the Particulars of Claim or in MI1.<sup>1</sup>

42. As far as I can tell, Mr Alimov's claim is now that the 'London Agreement' – which I dispute in its entirety – was preceded by the following meetings before 10 June 2017:

- (a) The initial meeting in May 2017 and a further meeting shortly thereafter in Astana, Kazakhstan between Mr Alimov, Messrs Kim and Makhat and me (see Alimov 1, 16, 20-21).

I accept that this initial introduction meeting, or initial 2 introduction meetings, happened (Mirakhmedov 1, 16(1)).

- (b) A meeting on 6 June 2017 between potential experts and Mr Alimov and Mr Kim and Mr Makhat, in Astana, Kazakhstan, but not with me:

I did not know about this alleged meeting, and was not aware of Mr Alimov's so-called team of energy experts (if such a team exists) as he alleges (Alimov 1, 28-29, 77(c)). I have also read what Mr Kim says at AK2, 17 where he explains that he was not in Kazakhstan on 6 June 2017: his plane tickets show he was in South Korea [**Exhibit AK2, pp. 24-25**]. In any event, I note that Mr Alimov says that the nature of the project was kept secret and the alleged meeting only lasted for 20-30 minutes. Even assuming the meeting took place, which I do not believe it did, it therefore did not serve any useful purpose in agreeing the '*contours*' of the alleged London Agreement, adopting Mr Alimov's expression at Alimov 1, 58.

- (c) 'Earlier discussions':

Mr Alimov alleges that, on 10 June 2017, he and I were able to reach an agreement quickly in 1 hour and 10 minutes because '*we had already discussed the key issues and*

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<sup>1</sup> Paragraph 59 to 69 of the first witness statement of Mihail latuha do not mention any prior discussions of this sort, or at all.

*contours of our deal in our earlier discussions in Kazakhstan'* (Alimov 1, 58). However, he himself says that I was not at the alleged 6 June 2017 meeting, so when he refers to our 'earlier discussions' he can only be referring to the 1 or 2 meetings in May 2017 as these are the only time, or times, we met before 10 June 2017 (on anyone's evidence). As I explained, these were introductory meetings and nothing more, and I struggle to see how they could, in any event, have enabled an agreement of the kind that Mr Alimov asserts to have been concluded on 10 June 2017.

This is particularly so where Mr Alimov states at Alimov 1, 77(c) that he held '*extensive discussions with Mr Makhat and Mr Kim in Kazakhstan when Mr Mirakhmedov was in the UK*'. This is a completely new assertion which I do not believe to be true and for which there is no evidence. It would be surprising that Mr Alimov says he held so many meetings with Mr Kim and Mr Makhat in Kazakhstan and that it then fell to me alone to agree the terms of the so-called London Agreement whilst Mr Alimov was on holiday with his family in London. The suggestion by him at paragraph 83 that I was the only person financing the joint venture, and was therefore the ultimate decision maker, is simply not true.

(d) Alleged 'London Agreement' on 10 June 2017:

I have dealt with this in detail above in paragraphs 16-33.

43. I did not have '*dozens of other meetings after my initial meeting with MMK in May 2017, and my London meeting with Mr Mirakhmedov on 10 June 2017*' (Alimov 1, 25) as Mr Alimov alleges.
44. During either the first or second introductory meeting in May 2017, Mr Alimov may well have referred to certain substations and/or factories in Kazakhstan and offered to introduce me to the owners. I cannot honestly remember given it was so long ago. However, we did not discuss – nor ever did we discuss – any deal which envisaged Mr Alimov receiving a shareholding in our Project.
45. Mr Alimov has produced no documentary evidence supporting the 'dozens' of other meetings he claims took place. I would have expected him to provide at least some of the following: emails, text messages, calendar invites, notes of meetings or any documentary evidence to demonstrate that the above meetings occurred and that the details of the so-called 'London Agreement' were discussed and agreed.

## **People**

46. For completeness, I wish to add that I do know Imam Ibrahim and, as Mr Alimov states (Alimov 1, 15), Mr Ibrahim is very respected scholar in Kazakhstan and is well known there. I do recall the project to which Mr Alimov refers but, as Mr Alimov says, we did not meet directly in 2016.

Furthermore, given that I ultimately chose to donate my money elsewhere to other charitable causes, in particular charities related to water projects in rural areas, oncology and cerebral palsy, I am not surprised that I did not recall Mr Alimov, or indeed his involvement in this 2016 project.

47. I would also add that I know Mr Satybaldy socially. For example, we have attended the same weddings in the past or other social events, but that is the extent of my acquaintance with him. It is false for Mr Alimov to state that I had '*the connection*' with Mr Satybaldy. I have never done business with Mr Satybaldy as is alleged at paragraphs 20 and 38 of Alimov 1, and I note that this is simply another vague allegation that Mr Alimov makes (unsurprisingly, given it is false) without any specificity or documentary evidence, such as corporate filings or articles in the financial or business press in Kazakhstan.

### **Alleged threats and intimidation**

48. Mr Alimov makes certain very serious allegations about me, as well as Mr Kim and Mr Makhat (see from paragraph 172 of Alimov 1).
49. For the avoidance of any doubt, the allegations are all completely false and I categorically deny them. I am afraid that I see the suggestion that I have anything to do with the alleged events as an attempt by Mr Alimov to distract from the points made by both me and Mr Moruzzi in Moruzzi 3 (from 124) regarding his public campaign and energetic 'shakedown' against me and the other Defendants (which betrays the lie to his assertion of feeling or being threatened).
50. The allegations relate to two people who I do not understand to have any particular relevance to the Claim. I honestly cannot recall whether I have ever met Mr Jon Abbas. However, I certainly knew he was involved in some way in our Projects in Kazakhstan, most likely through Mr Kim. For the avoidance of all doubt, I do not know Mrs Kaplunovskaya and have never met nor spoken to her. Nor do I know anyone who works for the Uzbekistan government. I left Uzbekistan when I was 16 years old. To try to link me to these alleged threats to Mr Abbas based solely on the fact that he allegedly works in Uzbekistan, my country of origin, shows just how weak and desperate Mr Alimov's claim is becoming.

### **Shake down**

51. As I have mentioned previously (Mirakhmedov 2, 17), I am very concerned about the way Mr Alimov is bringing his Claim against me.
52. I have particular concerns about the authenticity of certain documents on which Mr Alimov relies. I refer here to the WhatsApp messages and spreadsheets which Mr Vakha Goigov is said to have sent Mr Alimov, apparently on Mr Kim's instruction, which both Mr Goigov and Mr Kim flatly deny. Mr Alimov's relies on documents he says show his 'interest' in our business,

but neither I nor anyone else recognise these documents (for example see: **[Exhibit YA1, pp. 3-5 and 6-16]**).

53. What is also concerning is the way Mr Alimov either inadvertently or deliberately misinterprets the evidence which both I and the other Defendants have put forward in these Applications (see Alimov 1, 136(d) and Iatuha 3, 29(c)). Mr Alimov provides tortured interpretations in an attempt to bolster his Claim. For example, Mr Alimov relies on:
- (a) my use of the word “*Ereke*” is to show a ‘*warm disposition and attitude*’ to him (Alimov 1, 35; and see **[Exhibit AM2, pp.14-15]**) when in fact this is a polite term used to people whom you do not know very well;
  - (b) Mr Kim’s use of the word ‘*brother*’ (MI1, 67-68), as showing a business relationship;
  - (c) the fact I gave my driver the evening off during Ramadan as a sign that I intended to discuss confidential business with Mr Alimov privately (Mirakhmedov 2, 47-48); and
  - (d) my polite and friendly ‘get out’ to the Iftar invitation had Mr Alimov wanted to go to the theatre as intended as apparently signalling a future business relationship (Alimov 1, 38).
54. I have raised my concerns about the accuracy of the English translations provided by Mr Alimov (see, for example, Mirakhmedov 2, 47-48 and 52-53; Kim 1, 59-61, 65), but note also how he deliberately fails to provide any context to citations he uses with the intention of distorting the actual meaning in favour of his own arguments (see: Kim 1, 67-69).

## Conclusion

55. I have deliberately focussed on the points which I believe to be of relevance to help the Court properly decide the Applications, even though, as mentioned, I reserve my position in relation to everything else contained in the Claimant’s Evidence in Answer. As tempting as it would be to address all the incorrect points made by Mr Alimov – such as the absurdity of my allegedly describing 27 Ingram Avenue as my ‘*family nest*’, and the synchronised description of the events of 10 June 2017 from paragraph 45 of Alimov 1 onwards – I understand and believe that it would serve no useful purpose to deflect from the central points which are relevant to determining the Applications.
56. For the reasons given in my first and second witness statements and 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 9 September 2024