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Case No. [PI6239-22]

ARBITRAL AWARD

4 April 2023

Claimant: [Claimant]

Respondent: [Respondent]

Arbitral Tribunal: Trukhanov Kirill Igorevich as a sole arbitrator

Assistant to the Arbitral Tribunal: Sabina Magometovna Ganieva

Seat of arbitration - Moscow, Russian Federation

Language of Arbitration: Russian

English Text: RAC – Ekaterina Petrenko

Proofreading: RAC – Elizaveta Mikaelyan

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I. CASE SUMMARY

Case No. [PI6239-22]

1. The Arbitral Tribunal comprising of a sole arbitrator Kirill Igorevich Trukhanov (hereinafter – **Arbitral Tribunal, Trukhanov K.I.**) heard the claims of
[Claimant], [OGRN], [INN], [address] (hereinafter – **Claimant, Service Provider, [Claimant]**)
to
[Respondent], ([registration number], [fiscal number], [address]; [branch in Russia]: [NZA], [INN], [address] (hereinafter – **Respondent, Contractor, [Respondent]**), jointly with the Claimant – **Parties**)
on recovery of debt of RUB 1,231,200.00 under Contract No. [No] of 28 July 2021 for the provision of security and safety services for the property [on the territory of the project] at [address] (hereinafter – **Contract**).
2. The dispute was heard in the standard procedure according to the rules of international commercial arbitration of the Arbitration Rules of the Russian Arbitration Center at the Russian Institute of Modern Arbitration (hereinafter – **RAC**) as amended on 1 November 2021 (hereinafter – **Arbitration Rules**).
3. The hearing took place on 15 February 2023, at 11:00 Moscow time, via videoconferencing (hereinafter – **VC**), providing the Parties’ representatives the opportunity to join the VC from the RAC premises at 119017, Moscow, Kadashevskaya embankment, 14, bldg. 3, floor 3.

The hearing was attended by:

From the Claimant: [Name], power of attorney of 26 October 2023, identified by a passport of the Russian Federation;

The Respondent was absent from the hearing. Documents in the case file confirm that the Respondent was duly notified of the time and place of the hearing;

Assistant to the Arbitral Tribunal: Sabina Magometovna Ganieva.

The hearing was attended by Junior RAC Case Counsel, Petr Filippovich Zhizhin (in the absence of the Parties’ objections).

II. COMMENCEMENT OF ARBITRATION, CONSTITUTION OF THE ARBITRAL TRIBUNAL

4. On 3 October 2022, a hard copy of the claim for recovery of debt of RUB 1,231,200.00 under the Contract was submitted to the RAC (hereinafter – **Request for Arbitration, Claim**).¹
5. On 10 October 2022, under Paragraph 2 of Article 9 of the Arbitration Rules, the RAC Executive Administrator Mullina Y.N. (hereinafter – **Executive Administrator**) notified the Parties of the commencement of the arbitration, the number assigned to the arbitration [PI6239-22], the date of commencement of the arbitration – 3 October 2022.² Pursuant to Paragraph 3 of Article 9 of the Arbitration Rules, the Parties were informed that the rules of international commercial arbitration shall apply to the present arbitration, the dispute shall be heard in the standard procedure, and an arbitration fee of USD 2,349.91 shall be paid additionally by no later than 20 October 2022.
6. All documents of the present arbitration shall be uploaded to the Online Arbitration System of the RAC (hereinafter – **OAS**) according to Paragraph 4 of Article 5 of the Arbitration Rules.
7. On 10 October 2022, the Claimant’s manager-entrepreneur [Name] was invited to confirm his powers and join the case file in OAS at the e-mail address [e-mail], but during the arbitration [Name] did not use such an opportunity.
8. On 11 October 2022, the Respondent’s representative [Name] e-mailed a power of attorney of 17 May 2022 to the RAC and informed about the current address of the Respondent (branch in Russia): [address].
9. On the same day, the Respondent’s representative [Name] was invited to confirm his powers and join the case file in OAS at the e-mail address [e-mail]. On 20 October 2022, [Name] confirmed his powers and gained access to the case file.
10. Therefore, the Parties were allowed to familiarize themselves with the case file and use the OAS to promptly send procedural documents under Article 5 of the Arbitration Rules.
11. On 21 October 2022, the RAC Administrative Office informed³ the Parties that the administrative functions in this arbitration were suspended until 9 November 2022 (inclusive) under Subparagraph 1 of Paragraph 2 of Article 7 of the Rules on Arbitration Fees and Arbitration Costs (hereinafter – **Rules**) due to the non-payment of the arbitration fee in full.
12. On 25 October 2022, the Claimant e-mailed a motion to the RAC, indicating the timely additional payment of the arbitration fee of USD 2,349.91 (at the exchange rate of the Central Bank of the Russian Federation as of the date of payment), and attached payment order No. [No] of 24 October 2022 of RUB 143,804.63.

¹ Under Article 9 of the Arbitration Rules, the claim filed by the Claimant as the first procedural document shall be considered as the Request for Arbitration. According to Paragraph 2 of Article 11 of the Arbitration Rules, the Request for Arbitration shall be considered as the Claim automatically (not submitted within the time limit set by the Procedural Schedule of 30 November 2022).

² On 10 October 2022, the Notice of Commencement of Arbitration (Ref. No. 316/22 of 10 October 2022) was uploaded to the Online Arbitration System of the RAC, sent to the Claimant by e-mail ([e-mail]), to the Parties in hard copy by the Russian Post (Tracking Nos. [number], [number]) and by Major-express courier service (Nos. [number], [number]).

³ On 21 October 2022, the e-mail on suspension of administrative functions in this case was uploaded to the OAS and sent to the Parties by e-mail ([e-mail], [e-mail]).

13. On the same day, the RAC Administrative Office sent⁴ an e-mail to the Parties, confirming the receipt of the additional payment of the arbitration fee and notifying them of the resumption of the administrative functions in this arbitration, including the constitution of the Arbitral Tribunal.
14. Under Clause 17.2 of the Contract, the Parties stipulated that arbitration shall be conducted by a sole arbitrator appointed according to the Arbitration Rules. Pursuant to Article 15 of the Arbitration Rules, **Kirill Igorevich Trukhanov, Managing Partner of “Trubor” Law Firm, Master of Private Law (Russian School of Private Law), LLM (Queen Mary University of London)**, was appointed as the sole arbitrator based on the Order of the RAC Board of 7 November 2022. On 10 November 2022, the Executive Administrator notified⁵ the Parties of the constitution of the Arbitral Tribunal. K.I. Trukhanov accepted the appointment as a sole arbitrator, confirmed his independence and impartiality, and absence of conflict of interest with respect to the Parties by signing on 10 November 2022 the arbitrator’s declaration and submitting a CV.⁶
15. On 15 November 2022, under Paragraph 1 of Article 38 of the Arbitration Rules, the Executive Administrator notified⁷ the Parties of the appointment of Sabina Magometovna Ganieva as the assistant to the Arbitral Tribunal at the request of the Tribunal.
16. During the arbitration, no challenges to the Arbitral Tribunal and the assistant were raised.

⁴ On 25 October 2022, the e-mail on resumption of the administrative functions in this case was uploaded to the OAS and sent to the Parties by e-mail ([e-mail], [e-mail]).

⁵ On 10 November 2022, the Notice of Constitution of the Arbitral Tribunal (Ref. No. 358/22 of 10 November 2022) was uploaded to the OAS, sent to the Parties by e-mail ([e-mail], [e-mail]) and in hard copy by Russian Post (Tracking Nos. [number], [number]).

⁶ On 15 November 2022, the declaration and CV of K.I. Trukhanov were uploaded to the OAS and sent to the Parties by e-mail ([e-mail], [e-mail]).

⁷ On 15 November 2022, the Notice of Appointment of Assistant to the Arbitral Tribunal (Ref. No. 360/22 of 15 November 2022), CV, declaration of S.M. Ganieva were uploaded to the OAS and sent to the Parties by e-mail ([e-mail], [e-mail]).

III. POSITIONS OF THE PARTIES AND COURSE OF ARBITRATION

17. On 3 October 2022, the Claimant filed a Request for Arbitration (hereinafter – **Request for Arbitration, Claim**)⁸ with the RAC to recover the debt of RUB 1,231,200.00 under the Contract. In support of the Claim, the Claimant stated the following (Paragraphs 18–25 of this Award).
18. On 28 July 2021, the Parties concluded the Contract. Under Clause 2.1 of the Contract, the Respondent instructed, and the Claimant assumed obligations to ensure the security and safety of the property [on the territory of the project] at [address].
19. The Claimant asserted that the Contract was terminated prematurely due to the Respondent's improper fulfillment of its contractual payment obligations. Under Clause 7 of the Contract, the Respondent should have paid for the services rendered by the Claimant at the rates agreed upon by the Parties in Annex No. 2 of the Contract.
20. The Claimant relied on Clauses. 1.1–1.5 of Annex No. 3 of the Contract, under which the Respondent shall pay for the Claimant's services monthly. The Respondent shall be provided with a certificate of services rendered in 2 copies and documentation specified in Annex No. 1 of the Contract. Within 5 calendar days, the Respondent shall review the certificate of services rendered properly, sign it, and send one copy of the certificate of services rendered to the Claimant.
21. Under Clause 1.6 of Annex No. 3 of the Contract, payment for services shall be made within five working days after the Parties sign the respective certificate of services rendered on the basis of documents submitted by the Claimant: the certificate of services rendered signed by the Parties and the invoice.
22. The Claimant pointed out that it rendered services under the Contract properly and in full. The Respondent received for signing a certificate of services rendered and other documents but unjustifiably refrained from signing them. In violation of Articles 309, 310, 314, 779-781 of the Civil Code of the Russian Federation (hereinafter – **Civil Code**) and Article 3 of the Contract, the Respondent failed to meet its contractual duty to pay for the rendered and accepted services in 2022 for January (of RUB 424,080.00), February (of RUB 383,040.00) and March (of RUB 424,080.00). Thus, the Respondent's debt to the Claimant amounts to RUB 1,231,200.00.
23. The Claimant stated that the Respondent evaded pre-trial dispute settlement, failed to settle the contractual debt owed to the Claimant voluntarily, and did not submit its version of the reconciliation report.
24. The Claimant asserted that the Respondent acknowledged the existence and the amount of the contractual debt to the Claimant by signing an agreement to the Contract on termination and settlement of liabilities concerning the termination of 8 July 2022 (hereinafter – **Agreement**), in Paragraph 5 of which the Respondent undertook to fully settle the debt by 30 September 2022. The Respondent evaded its obligation and voluntarily failed to pay the Claimant RUB 1,231,200.00.
25. Based on the above, the Claimant requested the Arbitral Tribunal to recover the contractual debt of RUB 1,231,200.00 from the Respondent.

⁸ Under Article 9 of the Arbitration Rules, the claim filed by the Claimant as the first procedural document shall be considered as the Request for Arbitration. According to Paragraph 2 of Article 11 of the Arbitration Rules, the Request for Arbitration shall be considered as the Claim automatically (not submitted within the time limit set by the Procedural Schedule of 30 November 2022).

26. On 15 November 2022, the Arbitral Tribunal issued Procedural Order No. 1 with a draft Procedural Schedule,⁹ inviting the Parties to:
- 26.1. discuss the potential for an amicable settlement of the dispute and notify the Arbitral Tribunal and the RAC if time and/or a place for further discussion is needed;
 - 26.2. inform the Arbitral Tribunal and RAC no later than 29 November 2022 about any remarks, proposals, or comments on the draft Procedural Schedule attached to Procedural Order No. 1. If there are no remarks, proposals, or comments, to approve the draft Procedural Schedule within the specified time limit;
 - 26.3. confirm participation in the hearing via VC.
 - 26.4. draw the Parties' attention to the necessity to comply with the order of document exchange set forth in Article 5 of the Arbitration Rules.
 - 26.5. inform no later than 29 November 2022 that the e-mail addresses specified in Clauses 1.3–1.4 of the draft Procedural Schedule are incorrect or outdated if deemed necessary by the Party.
27. Under the draft Procedural Schedule, the Arbitral Tribunal proposed to set the following time limits: submission of Claim – no later than 1 December 2022, Response – no later than 19 December 2022, Counterclaim – no later than 19 December 2022, Response to the Counterclaim – no later than 11 January 2023, additional written submissions and evidence: for the Claimant – no later than 25 January 2023, for the Respondent – no later than 8 February 2023. Moreover, the Arbitral Tribunal recorded the Respondent's failure to respond to the Request for Arbitration (no later than 7 November 2022). The Tribunal proposed to schedule the hearing for 15 February 2023, at 11:00 Moscow time, via VC, providing the opportunity to join VC from the RAC premises at the 119017, Moscow, Kadashevskaya embankment, 14, bldg. 3, floor 3, at a specified date and time.
28. The Parties did not provide their remarks, comments, or proposals regarding the draft Procedural Schedule within the specified time limit.
29. On 30 November 2022, the Arbitral Tribunal issued Procedural Order No. 2,¹⁰ confirming the Procedural Schedule. The Schedule set the following time limits: submission of Claim – no later than 1 December 2022, Response – no later than 19 December 2022, Counterclaim – no later than 19 December 2022, Response to the Counterclaim – no later than 11 January 2023, additional written submissions and evidence: for the Claimant – no later than 25 January 2023, for the Respondent – not later than 8 February 2023. The Arbitral Tribunal also scheduled the hearing for 15 February 2023, at 11:00 Moscow time, via VC, providing the opportunity to join VC from the RAC premises at 119017, Moscow, Kadashevskaya embankment, 14, bldg. 3, floor 3, at the specified date and time.
30. On 22 December 2022, the RAC received a hard copy of the Claimant's request for reimbursement of court costs (hereinafter – **Request for Reimbursement of Costs**), in which the Claimant asked the Arbitral Tribunal to recover, in the event of an arbitral award against the Respondent, the

⁹ On 15 November 2022, Procedural Order No. 1 was uploaded to the OAS, sent to the Parties by e-mail ([e-mail], [e-mail]) and in hard copy by the Russian Post (Tracking Nos. [number], [number]).

¹⁰ On 1 December 2022, Procedural Order No. 2 was uploaded to the OAS, sent to the Parties by e-mail ([e-mail], [e-mail]) and in hard copy by the Russian Post (Tracking Nos. [number], [number]).

arbitration fee of RUB 236,708.63 and the representation costs of RUB 34,000.00 from the Respondent.¹¹

31. On 15 February 2023, at 11:00 Moscow time, a hearing took place, attended by the Claimant. The Respondent did not participate in the hearing. Documents in the case file confirm that the Respondent was duly notified of the time and place of the hearing.

¹¹ The Claimant's Request for Reimbursement of Costs of total RUB 270,708.63 is considered in this Award further in Section V ("Allocation of arbitration fee, arbitration and the Parties' costs").

IV. REASONING OF THE AWARD

A. JURISDICTION OF THE ARBITRAL TRIBUNAL

32. The Arbitral Tribunal has reached the following conclusions based on an analysis of its jurisdiction to resolve the present dispute.

33. The Contract has been drawn up in English and Russian. Under Clause 19.1 of the Contract, in the event of any inconsistencies between the English and Russian versions, the Russian version shall prevail. Upon review of English and Russian versions of the Contract, the Arbitral Tribunal identified no inconsistencies. The Russian version of the Contract shall be quoted further in the text of the Award.

34. The Arbitral Tribunal established that Clause 17 of the Contract contains the following arbitration clause:

“17.1 In the event of any disputes, claims, questions, or disagreements arising out of or relating to this Contract, the Parties shall use all reasonable efforts to settle such disputes, claims, questions, or disagreements by amicable negotiations according to Article 16. If a settlement cannot be reached, any dispute, controversy, or claim arising out of or in connection with this Contract (including this arbitration clause), or a breach, conclusion, amendment, interpretation, termination, or invalidity thereof, shall be referred to and finally settled by arbitration at the Russian Arbitration Center at the Autonomous Non-profit Organization “Russian Institute of Modern Arbitration”, according to its Arbitration Rules. The arbitration, including the rendering of the award or decision, shall take place in Moscow, the Russian Federation, which shall be the seat of the proceedings. The arbitration shall be conducted according to the laws of the Russian Federation, with the exclusion of any provisions or principles related to jurisdictions other than the Russian Federation. The arbitration shall be conducted in Russian. Written evidence shall be submitted by the parties in Russian.

17.2 The arbitration shall be conducted by a sole arbitrator appointed according to the Arbitration Rules.

17.3 All awards of the arbitrator shall be made according to the Arbitration Rules, in writing, and shall be final and binding on the Parties, which expressly exclude any rights of appeal against any award to the extent that such exclusion may be validly made.

17.4 Recourse to arbitration shall not entitle the Service Provider to any suspension or delay in the punctual and timely performance of the services and any obligations under this Contract.”

35. Thus, the Parties stipulated that the seat of arbitration shall be Moscow, the Russian Federation, and the arbitration shall be conducted in Russian by a sole arbitrator. Moreover, the Parties determined that “the arbitration shall be conducted according to the laws of the Russian Federation, with the exclusion of any provisions or principles related to jurisdictions other than the Russian Federation.”

36. In this regard, the Law of the Russian Federation “On International Commercial Arbitration” of 7 July 1993 No. 5338-1 (hereinafter – **Law on ICA**) applies to the jurisdiction of the Arbitral Tribunal.

37. Under Paragraph 3 of Article 1 of the Law on ICA, disputes arising out of civil law relationships in the course of carrying out foreign trade and other types of international economic relations may be referred to international commercial arbitration if the place of business of at least one party is abroad.

38. The Contract is concluded between [Respondent], a company established under the laws of Italy with its registered office at [address] and, at the time of the commencement of the arbitration, a branch at [address],¹² and [Claimant], registered at [address].
39. Taking into account that branches and representative offices do not possess the legal personality (Article 55 of the Civil Code), it is [Respondent] that is a party to the Contract and to this arbitration. According to the settled practice, the term “place of business” is interpreted as the place of registration of an organization (legal entity).
40. In view of the above, the Respondent’s place of business is located outside the Russian Federation, namely in the Republic of Italy.
41. The Arbitral Tribunal finds that the present civil law dispute, in terms of its subjects, falls into the category of disputes that may be submitted to arbitration for resolution according to Paragraph 3 of Article 1 of the Law on ICA.
42. Consequently, the rules of international commercial arbitration shall apply to the dispute, and the dispute shall be heard in the standard procedure.
43. Section 16 of the Contract provides for a claim procedure for the settlement of disagreements. The Claimant complied with the claim procedure agreed by the Parties by sending to the Respondent a pre-trial claim letter No. 11 of 4 April 2022 (sent by the Russian Post on 4 April 2022, Tracking No. [No]). The Respondent did not respond to the claim letter within the time limit outlined in the Contract.
44. Therefore, the Arbitral Tribunal finds its jurisdiction to consider this dispute in its entirety.

¹² During the arbitration, on 11 October 2022, the Respondent informed by e-mail about its current address [address]. This information is also confirmed by the State Register of Accredited Branches and Representative Offices of Foreign Legal Entities (URL: <https://service.nalog.ru/rafp/#>).

B. CONCLUSIONS OF THE ARBITRAL TRIBUNAL ON THE MERITS

45. The Arbitral Tribunal reached the following conclusions after reviewing the case file and hearing explanations of the Claimant's representative.
46. In the present case, the Claimant requested to recover from the Respondent the debt for the services rendered under the Contract of RUB 1,231,200.00, including: for January 2022 – RUB 424,080.00, for February 2022 – RUB 383,040.00 and for March 2022 – RUB 424,080.00.
47. Pursuant to Clause 2.1 of the Contract, the Contractor (the Respondent) instructs, and the Service Provider (the Claimant) assumes obligations to provide the services outlined in Annex No. 1 of the Contract in full, ensuring precise adherence to the Contractor's interests and according to the contractual terms, namely, provision of security and safety services for the property [on the territory of the project] at [address].
48. Certificates of 31 January 2022, 28 February 2022, and 31 March 2022 signed by the Parties and submitted by the Claimant confirm that the Claimant performed services for the Respondent under the Contract in January, February, and March 2022 along with the price of the services.
49. Pursuant to Clause 1.6 of Annex No. 3 of the Contract, payment for services shall be made within five working days after the Parties sign the respective certificate of services rendered on the basis of documents submitted by the Claimant: (a) the certificate of services rendered signed by the Parties and (b) the invoice.
50. The Parties signed the Agreement, confirming in Paragraph 5 that at the time of signing the Agreement the total amount of services rendered and accepted under the certificates, but not paid for, amounted to RUB 2,065,680.00 (VAT exempt). During the hearing of 15 February 2023, the Claimant's representative explained that the debt outlined in Clause 5 of the Agreement includes both the amount owed for the services rendered from January to March 2022, sought by the Claimant in this case, and the debt for November–December 2021, which was recovered from the Respondent in favor of the Claimant in another case.
51. The Respondent did not object to the merits of the claims and did not dispute the existence of the debt.
52. The Contract concluded between the Parties is a services contract to which the provisions of Chapter 39 of the Civil Code apply. According to Paragraph 1 of Article 779 of the Civil Code, under the services contract, the executor shall undertake to render services (to perform certain actions or carry out certain activity) according to the customer's assignment, while the customer shall undertake to pay for these services. Under Paragraph 1 of Article 781 of the Civil Code, the customer shall pay for the services rendered to him within the time limits and in the manner specified in the services contract.
53. Under Article 309 of the Civil Code, obligations must be duly fulfilled according to the terms of the obligation and the requirements of the law. Under Article 310 of the Civil Code, unilateral refusal to fulfill obligations and unilateral change of its terms are not allowed.
54. The Arbitral Tribunal, having examined the evidence submitted by the Claimant in its entirety, concludes that the Respondent owes the Claimant a total of RUB 1,231,200.00 for services actually provided under the Contract for January, February, and March 2022. The Claimant's claims against the Respondent in the present case shall be granted in full.

V. ALLOCATION OF ARBITRATION FEE, ARBITRATION AND PARTIES' COSTS

55. At the commencement of arbitration, the Claimant's claims amounted to RUB 1,231,200.00 equivalent to USD 22,264.54 as of the date of filing the Claim at the official exchange rate of the Central Bank of the Russian Federation (3 October 2022 – USD 1 = RUB 55.2987).
56. With the claims valued at USD 22,264.54 in the standard commercial arbitration procedure according to Subparagraph 2 of Paragraph 1 of Article 17 of the Rules, the arbitration fee amounts to USD 4,226.44. By payment orders No. [No] of 20 September 2022 of RUB 92,904.00, No. [No] of 20 September 2022 of RUB 20,000.00 and No. [No] of 24 October 2022 of RUB 143,804.63, the Claimant paid the arbitration fee in full at the official exchange rate of the Central Bank of the Russian Federation as of the date of the payment orders (20 September 2022 – USD 1 = RUB 60.1662; 24 October 2022 – USD 1 = RUB 61.1958).
57. In the Request for Reimbursement of Costs, the Claimant asked the Arbitral Tribunal, in the event of an arbitral award against the Respondent:
- 57.1. to recover the arbitration fee of RUB 236,708.63 from the Respondent; to recover the representation costs of RUB 34,000.00 from the Respondent. In support of these costs, the Claimant submitted a legal services agreement of 1 August 2022 (hereinafter – **Legal Services Agreement**) between [the Claimant] and an attorney with a private practice [Name], registration number No. [No] in the Moscow Register of Attorneys. Pursuant to Clause 1.1 of the Legal Services Agreement, the attorney undertakes, for a fee, to represent the interests of [Claimant] in the RAC regarding the claim against [Respondent] ([branch in Russia]). Pursuant to Clause 4.1 of the Legal Services Contract, the attorney's services amount to RUB 34,000.00.
- The Claimant confirmed the payment for the attorney's services by payment order No. [No] of 10 October 2022 amounting to RUB 34,000.00.
 - The Claimant also submitted a certificate of the work (services) rendered under the Legal Services Contract, which confirmed the fulfillment of contractual obligations by the Parties.
58. No claims for reimbursement of other expenses incurred in this arbitration have been advanced. The Respondent did not object to the Claimant's claim for recovery of representation costs.
59. According to Paragraph 1 of Article 15 of the Rules, the arbitration fee and arbitration costs shall be paid by the Party against which the arbitral award is rendered. Under Paragraph 6 of Article 15 of the Rules, taking into account the circumstances of a specific dispute as well as the procedural behavior of the Parties, the Arbitral Tribunal may decide on a different allocation of the arbitration fee and arbitration costs between the Parties.
60. The Arbitration Rules set the arbitration fee in US dollars. Therefore, the Arbitral Tribunal finds that the arbitration fee of USD 4,226.44 and representation costs of RUB 34,000.00 should be recovered from the Respondent in favor of the Claimant.

VI. OPERATIVE PART OF THE AWARD

Based on the above and guided by Articles 50 and 51 of the Arbitration Rules, the Arbitral Tribunal

AWARDS:

1. To grant the Claimant's claims in full.
2. To recover from [Respondent], [registration number], [fiscal number], [address]; [branch in Russia]: [NZA], [INN], [address] in favor of [Claimant], [OGRN], [INN], [address] debt for the services rendered under contract No. [No] of 28 July 2021 for the provision of security and safety services for the property [on the territory of the project] at [address] amounting to RUB 1,231,200.00 (One million two hundred and thirty-one thousand two hundred rubles 00 kopecks).
3. To recover from [Respondent], [registration number], [fiscal number], [address]; [branch in Russia]: [NZA], [INN], [address] in favor of [Claimant], [OGRN], [INN], [address] the arbitration fee of USD 4,226.44 (Four thousand two hundred and twenty-six and 44/100).
4. To recover from [Respondent], [registration number], [fiscal number], [address]; [branch in Russia]: [NZA], [INN], [address] in favor of [Claimant], [OGRN], [INN], [address] the representation costs of RUB 34,000.00 (Thirty-four thousand rubles 00 kopecks).

The arbitral award shall be binding upon the Parties from the date of its adoption.

Under Article 34 of the Law of the Russian Federation "On International Commercial Arbitration" of 7 July 1993 No. 5338-1 and express agreement of the Parties, this arbitral award shall be final for the Parties and shall not be set aside.

The present arbitral award is made in three copies, one of which is intended for keeping in the RAC files, one for the Claimant, and one for the Respondent.

The Sole Arbitrator Trukhanov Kirill Igorevich