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CC: /25

2025

K.

NO.

IN THE HIGH COURT OF SIERRA LEONE
(GENERAL CIVIL DIVISION)

Sierra Leone
(TO WIT):

BETWEEN:

ALBINA KRAYNEVA
(REPRESENTING REGION INVESTS (SL) LIMITED)
78 CAPE ROAD ABERDEEN
FREETOWN

AND

REGION TRADING LLC
DUBAI UAE

MR. VALENTINE PAKHOMOV
33-18C, LEVEL 33 AL SAQR BUSINESS TOWER
SHEESKH ZAYED ROAD
DUBAI UAE

1ST DEFENDANT

2ND DEFENDANT



BY HIS EXCELLENCY THE PRESIDENT OF THE REPUBLIC
OF SIERRA LEONE SUPREME HEAD OF STATE, GRAND
COMMANDER OF THE ORDER OF THE REPUBLIC,
COMMANDER-IN-CHIEF OF THE ARMED FORCES,
FOUNTAIN HEAD OF UNITY, HONOUR, FREEDOM, AND
JUSTICE.

TO: REGION TRADING LLC AND MR. VALENTINE PAKHOMOV

WE command you that within 14 days after service of the Writ on you, inclusive of the day of such service, you do cause an appearance to be entered for you in the High Court of Sierra Leone in an Action at the suit of ALBINA KRAYNEVA (representing REGION INVESTS (SL) LIMITED). And take notice that in default of your so doing the Plaintiff may proceed therein and judgment may be given in your absence.

WITNESS the Honourable Mr. Justice KOMBA KAMANDA Chief Justice of the Republic of Sierra Leone at Freetown, the 14th day of Oct in the Year of our Lord, 2025.

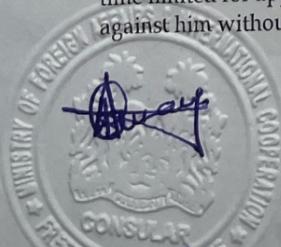
MASTER AND REGISTRAR

N.S

This Writ is to be served within twelve calendar months, from the date thereon, or if renewed, within six calendar months from the date of such renewal, inclusive of the day of such date, and not afterwards. The Defendant may appear hereto by entering an Appearance either personally or by a Solicitor at the Master's office, High Court Building, Siaka Stevens Street, Freetown, Sierra Leone.

A Defendant appearing personally may, if he desires, enter his appearance by post and appropriate forms may be obtained by sending a postal order for Le300.00 with an addressed envelope, foolscap size, to the Master and Registrar, High Court Freetown.

If the Defendant enters an Appearance, they must also deliver a Defence within ten (10) days from the last day of the time limited for appearance unless such time is extended by the Court or a judge; otherwise judgment may be entered against him without notice, unless he has in the meantime been served with a summons for judgment.



Certified
24/10/25

STATEMENT OF CLAIM

The Plaintiff's claim against the Defendants jointly and/or severally is for the following:-

1. Recovery of the sum of USD759,439.10 due and owing to the Plaintiff.
2. Damages for breach of contract.
3. Special damages in the sum of USD25,000.00 being exportation cost.
4. Recovery of the sum of USD5,000,000.00 being loss of income for the period covering 11/06/2025 to 02/10/2025.
5. Interest pursuant to section 4(1) of the Law Reform (Miscellaneous Provisions) Cap 19 of the Laws of Sierra Leone 1960.
6. Any other reliefs that this Honourable Court may deem just.
7. Costs.

PARTICULARS OF CLAIM

1. The Plaintiff is and was at all material times to this action a Limited Liability Company duly registered under the Laws of Sierra Leone.
2. The 2nd Defendant is and was at all material times to this action the Managing Director of the 1st Defendant.
3. The 1st Defendant is and was at all material times to this action a Limited Liability Company purported to have been duly incorporated in Dubai, UAE.
4. By a Resolution dated 10/09/2025, Albina Krayneva was mandated to represent the Plaintiff in this action.
5. The Plaintiff (represented by the said Albina Krayneva) and the 1st Defendant (represented by the 2nd Defendant) executed a Partnership Deed dated 26/04/2025.
6. The Partnership Deed, *inter alia*, stipulates that the Plaintiff is to source products in Sierra Leone, and that the capital required for carrying out the Partnership Deed is to be provided by the 1st Defendant.



7. On the 5/05/2025, the Plaintiff sourced out for the 1st Defendant one box of rough and uncut diamonds weighing a total of 565.25 carats, and the Plaintiff incurred the sum of USD25,000.00 in exporting the same from Sierra Leone to the 1st Defendant in Dubai, UAE.
8. The Plaintiff, by an invoice dated 5/05/2025 indorsed with the sum of USD759,439.10 (being the value of the said diamonds) demanded payment from the 2nd Defendant for the said diamonds, but the 2nd Defendant refused to honour the said invoice.
9. The Plaintiff held several discussions with the 1st and 2nd Defendants for the payment of the said sum as indorsed on the invoice aforesaid but the 1st and 2nd Defendants refused and/or neglected to do so.
10. As a result of the 1st and 2nd Defendant's failure to pay the said USD759,439.10 being the value of the diamonds, the Plaintiff demanded for the return of the diamonds, but the 1st and 2nd Defendants again refused and/or neglected to do so.
11. To its shock and dismay, the Plaintiff was later invited at the Criminal Investigations Department (CID) Headquarters on allegations of obtaining money by false pretenses and other related offences at the instance of some individuals who purported to be representatives of the 1st Defendant thereby disrupting the business activities of the Plaintiff leading to a huge financial loss of USD5,000,00.00 for the Plaintiff for the period covering 11/06/2025 to 02/10/2025.

PARTICULARS OF LOSS SUFFERED

- i. The Plaintiff was called on several occasion to sign some contracts out of the jurisdiction of Sierra Leone during the period the matter was being investigated but could not travel because her passport was withheld at CID.
 - ii. The Plaintiff was also about to travel from Dubai to Russia in other to carry out the operations of the Company but was arrested and detained on allegations made by the 1st and 2nd Defendants which took her days in custody.
12. Further, the Plaintiff has suffered special damages.

PARTICULARS OF SPECIAL DAMAGES

- i. USD25,000.00 being cost of exporting the diamonds.

13. By letter dated 19/06/2025, through DHL Express, the Plaintiff's Solicitors demanded from the 1st and 2nd Defendants the sum of USD784,502.10 being the sum total of the value of the diamonds and the cost incurred by the Plaintiff in exporting the diamonds aforesaid and made several calls in that regard but its efforts have been brought to futility.
14. The 1st and 2nd Defendants have therefore breached the terms of the Partnership Deed and unless ordered by this Honourable Court, the 1st and 2nd Defendants have no intention to remedy the said breach.

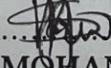
WHEREFORE the Plaintiff's claim against the Defendants jointly and severally is for the following:-

1. Recovery of the sum of USD759,439.10 due and owing to the Plaintiff.
2. Damages for breach of contract.
3. Special damages in the sum of USD25,000.00 being exportation cost.
4. Recovery of the sum of USD5,000,000.00 being loss of income for the period covering 11/06/2025 to 02/10/2025.
5. Interest pursuant to section 4(1) of the Law Reform (Miscellaneous Provisions) Cap 19 of the Laws of Sierra Leone 1960.
6. Any other reliefs that this Honourable Court may deem just.
7. Costs.

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COUNSEL

And Le for costs and if the amount claimed be paid to the Plaintiff or his Solicitor within days from service hereof further proceedings will be stayed.

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**SULAIMAN MOHAMED KARGBO ESQ.
PLAINTIFF'S SOLICITOR**

This Writ of Summons was issued by Sulaiman Mohamed Kargbo Esq. and whose address for service is 4 Sanders Street, Freetown, Solicitor for the Plaintiff whose address is 78 Cape Road, Aberdeen, Freetown.

CC: /25 2025 K NO.

This Writ was served by:

IN THE HIGH COURT OF SIERRA LEONE
(GENERAL CIVIL DIVISION)

On the Defendant:

BETWEEN:

ALBINA KRAYNEVA
(representing REGION INVESTS (SL) LIMITED)
78 CAPE ROAD
ABERDEEN
FREETOWN

PLAINTIFF

On the

AND

REGION TRADING LLC
DUBAI, UAE

1ST DEFENDANT

MR. VALENTINE PAKHOMOV
33-18C, LEVAL 33 AL SAQR BUSINESS TOWER
SHEESKH ZAYED ROAD
DUBAI, UAE

2ND DEFENDANT

Signed:

Address:

WRIT OF SUMMONS


SULAIMAN MOHAMED KARGBO ESQ.
EDDIE TURAY & ASSOCIATES
SANDA CHAMBERS
4 SANDERS STREET
FREETOWN
SOLICITOR FOR THE PLAINTIFF'S