



ARBITRATION COURT OF THE SARATOV REGION

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In the name of the Russian Federation
DECISION

Saratov city
23 June 2017

Case №A57-29199/2016

The operative part of the decision was announced on June 16, 2017 The full text of the decision was issued on June 23, 2017

The Arbitration Court of the Saratov Region, composed of Judge Svyatkina Y.S., while keeping the minutes of the court session by the secretary of the court session Ukolova G.O., having considered the case on the claim of the limited liability company "Company" ALS and TEK "(OGRN 1026402661108 TIN 6452045336), city of Saratov to the joint-stock company "QUANT-TELECOM" (PSRN 1073667031030 INN 3662124236), the city of Voronezh, third party: the Office of the Federal Service for Supervision in the Sphere of Communications, Information Technology and Mass Media in the Voronezh Region; Office of the Federal Service for Supervision in the Sphere of Communications, Information Technology and Mass Media for the Saratov Region, o collection of debt under the contract dated 10.09.2012 in the amount of 164 357 rubles. 14 kopecks, interest on the principal amount with the participation: the plaintiff's representative - Demidov I.A., a power of attorney dated 01.06.2016 for a period of one year, the passport was reviewed; Vekozin V.N., power of attorney dated 02.12.2016 for a period of one year, passport was reviewed, representative of the defendant - Zarutskiy I.V., power of attorney dated 01.01.2017 for a period until 01.01.2018, Tarasova S.A., power of attorney dated 01.01.2017 for a period until 01.01.2018, passport was reviewed, representatives of third parties - did not appear,

FOUND:

The limited liability company "Company" ALS and TEK "applied to the Arbitration Court of the Voronezh Region with a statement of claim against the joint-stock company" QUANT-TELECOM "to collect the debt under the agreement (for January, February 2014) in the amount of 164 357 rubles 14 kopecks, as well as debts for the provision of services for the maintenance of equipment (located at the plaintiff's sites) in the period after the termination of the contract from 24.02.2014 to 03.02.2016 in the amount of 2,037,439 rubles 75 kopecks, as well as interest for the use of other people's funds in the amount of 352 198 rubles 66 kopecks

By the definition of the Arbitration Court of the Voronezh Region dated 10.24.2016 in the case No. A14-9558 / 2016 on the basis of part 3 of article 130 of the APC RF, the court separated into separate proceedings the claim of the limited liability company ALS and TEK to the joint-stock company QUANT-TELECOM to recover the principal debt in the amount of 164

357 r 14 kopecks under the contract for the provision of a complex of resources to ensure the

functioning of technological equipment dated 09/10/2012 and interest for the use of other people's funds in the amount of the principal debt, the case was assigned the number A14-15392/2016.

By the decision of the Arbitration Court of the Voronezh Region dated October 24, 2016, the case A14-15392/2016 was transferred to the Arbitration Court of the Saratov Region.

By the definition of the Arbitration Court of the Saratov Region dated 01.12.2016, the statement of claim was accepted for proceedings, a preliminary court hearing was scheduled.

On June 8, 2017, in the court session in accordance with part 1 of Article 163 of the Arbitration Procedure Code of the Russian Federation, a break was announced until June 16, 2017 until 12 hours 15 minutes, and subsequently until 16 hours 00 minutes of the same day. After the break, the hearing was continued.

The plaintiff, in the course of the consideration of the case, clarified the claims in accordance with Article 49 of the Arbitration Procedure Code of the Russian Federation, according to the clarifications, he asks to recover from the defendant the debt under the unnumbered agreement on the provision of a complex of resources from 10.09.2012 in the amount of 164 357 RUB. 14 kopecks for the period from 01.01.2014 to 24.02.2014, interest for the use of other people's funds for the period from 11.02.2014 to 07.06.2017 47,934 rubles.

By virtue of Part 1 of Article 49 of the Arbitration Procedure Code of the Russian Federation, the plaintiff has the right, when considering a case in an arbitration court of first instance, before the adoption of a judicial act, which ends the consideration of the case on the merits, to change the basis or subject of the claim, increase or decrease the amount of claims.

Corresponding clarifications of the claims were adopted by the arbitration court, since they do not contradict the law and violate the rights of other persons.

The case is considered in the order of Articles 152-166 of the Arbitration Procedure Code of the Russian Federation.

The representatives of the plaintiff and the defendant appeared at the hearing.

The plaintiff supported the claim in full, the defendant objected to the satisfaction of the claim, on the grounds set out in the response to the claim.

According to Article 65 of the Arbitration Procedure Code of the Russian Federation, each person participating in the case must prove the circumstances to which he refers as the basis for his claims and objections.

The arbitration court is presented with evidence that meets the requirements of Articles 67, 68, 75 of the Arbitration Procedure Code of the Russian Federation.

In accordance with Article 71 of the Arbitration Procedure Code of the Russian Federation, the arbitration court evaluates the evidence according to its inner conviction based on a comprehensive, complete, objective and direct study of the evidence available in the case.

Having examined the materials of the case, having heard the representatives of the parties, the court finds the claims justified and subject to satisfaction on the following grounds.

As follows from the case materials, on September 10, 2012, between ALS and TEK Company LLC (Contractor) and KVANT-TELECOM CJSC (Customer), an agreement was concluded for the provision of a set of resources to ensure the functioning of technological equipment, according to which the Contractor provides a set of resources for the placement of the Customer's telecommunications equipment intended for the provision of telecommunications services in buildings at addresses and with characteristics in accordance with Appendix No. 1, and the Customer undertakes to timely pay for the services provided by the Contractor.

Clause 1.2 determines that the provision of a complex of resources for placement includes the provision of space for the placement of equipment, as well as ensuring continuous operation in terms of providing power, ventilation and air conditioning, a fire extinguishing system, passing communication cables to equipment, controlled personnel access, and equipment safety.

In accordance with clause 2.2, the settlement (reporting) period for the provision of services is a month.

The customer pays for the services of the Contractor on the basis of the invoice for payment, the certificate of services rendered and the monthly invoice of the Contractor. The Contractor shall send these documents to the Customer's address no later than the 10th day of the month following the settlement (clause 2.3).

According to clauses 2.5, 2.6 of the agreement, the payment of invoices is made by the Customer

in Russian rubles by transferring funds to the account of the Contractor within 10 banking days from the date of receipt of the invoice for payment.

Clause 3.1.5 determines that the Contractor undertakes to provide continuous power supply to the Customer's equipment in accordance with the power consumption and the entire complex of resources under clause 1. contract. In the event of a planned or emergency power outage, provide the necessary power supply to the equipment and ventilation system from an autonomous generator within a period of no more than 4 hours from the moment the standard power supply is cut off.

In accordance with clause 6.1, this agreement comes into force from the moment it is signed by the parties and is concluded for an indefinite period.

According to the protocol of agreement of the contract price (Appendix No. 1 to the contract) payment is made on the basis of the invoices issued from the moment of signing the act on the beginning of the provision of services.

The total cost of services for the provision of a set of resources to ensure the functioning of technological equipment for each month is 88,500 rubles.

The agreement was signed by the parties and sealed.

The factual circumstances of the case indicate that the parties entered into civil law relations for the provision of paid services, which are subject to regulation by the norms of Chapter 39 of the Civil Code of the Russian Federation.

By virtue of Article 779 of the Civil Code of the Russian Federation, under an agreement for the provision of services for a fee, the contractor undertakes, on the instructions of the customer, to provide services (perform certain actions or carry out certain activities), and the customer undertakes to pay for these services.

In accordance with article 781 of the Civil Code of the Russian Federation, the customer is obliged to pay for the services rendered to him within the time frame and in the manner specified in the contract for the provision of services for compensation.

The basis for the occurrence of the customer's obligation to pay for the work performed (services rendered) is the delivery of the work result to the customer (from Article 711 of the Civil Code of the Russian Federation, clause 8 of the Information Letter of the Presidium of the Supreme Arbitration Court of the Russian Federation of January 24, 2000 N 51).

The customer is obliged to pay for the services rendered to him within the time frame and in the manner specified in the contract. When considering disputes related to payment for services rendered in accordance with the contract, the arbitration courts must be guided by the provisions of Article 779 of the Civil Code of the Federation, according to which the performer can be considered to have properly fulfilled his obligations when performing the actions (activities) specified in the contract. In this case, it should be assumed that the customer's refusal to pay for the services actually rendered to him is not allowed (clause 2 of the Information letter of the Presidium of the Supreme Arbitration Court of the Russian Federation dated 09.29.1999 N 48).

The obligation to pay for the result of the services rendered lies with the customer, as a party to the disputed agreement, which indicates that the parties have agreed on all the material terms of the transaction, that they have the will to arise the corresponding rights and obligations inherent in transactions of this type.

From the meaning of Articles 781, 782 of the Civil Code of the Russian Federation, it follows that actually rendered services are subject to payment, and unilateral refusal to pay is not allowed.

At the same time, in cases where an obligation does not provide for a deadline for its performance and does not contain conditions that make it possible to determine this deadline, it must be performed within a reasonable time after the obligation arises (Article 314 of the Civil Code of the Russian Federation).

Within the framework of the concluded agreement, the plaintiff fulfilled his obligations in the period from 01.01.2014 to 24.02.2014 properly, having provided services to the defendant in the amount of 164 357 rubles. 14 kopecks, which is confirmed by the acts No.00000004 dated 31.01.2014, No.00000023 dated 24.02.2014, available in the case materials.

The submitted acts of services rendered were signed by the plaintiff unilaterally.

From the materials of the case it follows that LLC "Company" ALS and TEK "issued to JSC" QUANT-TELECOM "invoices for payment of services No. 15 dated January 15, 2014 in the amount of 88 500 rubles, No. 24 dated February 10, 2014 in the amount 75 857 rubles 14 kopecks, as well as

invoices No. 00000011 dated January 31, 2014, No. 00000032 dated February 24, 2014. These documents have marks of receipt by KVANT-TELECOM JSC.

According to clause 2.3 of the contract dated 10.09.2012, the Customer pays for the Contractor's services on the basis of an invoice for payment, an act of services rendered and a monthly invoice of the Contractor. The Contractor shall send these documents to the Customer's address no later than the 10th day of the month following the settlement.

According to clauses 2.5, 2.6 of the agreement, the payment of invoices is made by the Customer in Russian rubles by transferring funds to the account of the Contractor within 10 banking days from the date of receipt of the invoice for payment.

At the same time, no claims were made on the quality and volume of services provided by KVANT-TELECOM JSC.

The provisions of Article 421 of the Civil Code of the Russian Federation provide that citizens and legal entities are free to conclude an agreement. The terms of the contract are determined at the discretion of the parties. Compulsion to conclude a contract is not allowed, except in cases where the obligation to conclude a contract is provided for by this code, law or a voluntarily assumed obligation. The parties can conclude an agreement both provided for and not provided for by law or other legal acts.

By virtue of paragraph 1 of Article 424 of the Civil Code of the Russian Federation, the performance of the contract is paid at the price established by the agreement of the parties. In cases stipulated by law, prices (tariffs, rates, rates, etc.) are applied, established or regulated by authorized state bodies.

Under the terms of clause 2 of Article 424 of the Civil Code of the Russian Federation, a change in price after the conclusion of the contract is allowed in the cases and on the conditions provided for by the contract, the law or in the manner prescribed by law.

In accordance with paragraph 4 of Article 753 of the Civil Code of the Russian Federation, the delivery of the result of the work by the contractor and its acceptance by the customer are formalized by an act signed by both parties. If one of the parties refuses to sign the act, a note is made in it and the act is signed by the other party.

The defendant did not present evidence of a reasoned refusal to accept the services provided to the plaintiff in the case file.

Also, the court established that JSC "QUANT-TELECOM" by letter ref. No. 1444/14 dated 05.02.2014 sent a notice of termination of the contract dated 10.09.2012 to LLC "Company" ALS and TEK "

The provisions of Articles 328, 405 of Chapter 22 of the Civil Code of the Russian Federation and Articles 715, 717 of Chapter 37 of the Civil Code of the Russian Federation should be attributed to cases of unilateral termination of an agreement directly provided for by law.

The court found that the content of the letter ref. No. 1444/14 dated 05.02.2014 testifies to the clearly expressed intention of KVANT-TELECOM JSC to terminate the contract dated 09.10.2012.

According to clause 3 of Article 450 of the Civil Code of the Russian Federation, in the event of a unilateral refusal to fulfill the contract in whole or in part, when such refusal is allowed by law or by agreement of the parties, the contract is considered terminated or amended, respectively.

In accordance with paragraph 2 of Article 453 of the Civil Code of the Russian Federation, upon termination of the contract, the obligations of the parties terminate.

In accordance with Article 309 of the Civil Code of the Russian Federation, obligations must be fulfilled properly in accordance with the terms of the obligation and the requirements of the law, other legal acts, and in the absence of such conditions and requirements - in accordance with customs or other usually presented requirements.

According to Article 310 of the Civil Code of the Russian Federation, a unilateral refusal to fulfill an obligation related to the implementation of entrepreneurial activities by its parties is not allowed, except for cases provided by law and in cases provided for by an agreement, unless otherwise follows from the law or the essence of the obligation.

In accordance with paragraph 1 of Article 314 of the Civil Code of the Russian Federation, if an obligation provides or allows you to determine the day of its performance or the period of time

during which it must be performed, the obligation is subject to performance on that day or, accordingly, at any time within such period ...

In this case, the procedure and terms of payment are determined by the parties in the contract.

However, the defendant did not properly fulfill the obligation to pay for the services rendered, and did not pay for the services provided in full.

As established by Article 9 of the Arbitration Procedure Code of the Russian Federation, proceedings in an arbitration court are carried out on an adversarial basis. Each person participating in the case is guaranteed the right to present evidence to the arbitration court and to the other party to the case, the right to file motions, express his arguments and considerations, and give explanations on all issues arising during the consideration of the case related to the presentation of evidence.

According to Article 65 of the Arbitration Procedure Code of the Russian Federation, each person participating in the case must prove the circumstances to which he refers as the basis for his claims and objections.

The plaintiff confirmed the proper performance of obligations with the evidence presented in the case.

The defendant did not refute the fact of the debt, and did not submit evidence of full payment for the services rendered under the contract dated 10.09.2012.

In accordance with article 401 of the Civil Code of the Russian Federation, a person who has not fulfilled obligations or has performed it improperly is liable in the presence of guilt (intent or negligence), unless

other grounds for liability are stipulated by law or agreement. A person shall be deemed innocent if, with the degree of care and discretion that was required of him by the nature of the obligation and the terms of circulation, he took all measures to properly fulfill the obligation. Unless otherwise provided by law or contract, a person who has not fulfilled or improperly fulfilled an obligation in the course of entrepreneurial activities shall be liable if he does not prove that proper performance was impossible due to force majeure, that is, extraordinary and unavoidable circumstances under these conditions. Such circumstances do not include, in particular, a violation of obligations by the counterparties of the debtor, the lack of the goods necessary for execution on the market, the lack of the necessary funds from the debtor.

After evaluating the calculation of payment for services rendered by the plaintiff, the court finds it correct.

The amount of the debt is confirmed by the documents submitted by the plaintiff, including the agreement of 10.09.2012, as well as acts of services rendered.

The defendant contested the calculation of the fee, presented a counter-calculation of the amount of debt for the services provided. The defendant indicates that the scope of services provided for by the contract was provided to the defendant in part.

The subject of the agreement dated 09/10/2012 is the provision of a set of resources to ensure the functioning of the Customer's technological equipment intended for the provision of telecommunication services from the city of Saratov in two directions:

1. Saratov - Kalininsk - Balashov - Voronezh. In this direction from the locations of the equipment provided under the Contract w / o from 10.09.2012. The Contractor provided the Customer with places at the following addresses:

Access node at the address: Saratov, Bolypaya Kazachya st., 6

The container in the area of the TNK gas station No. 2854 at the address: Saratov region, Kalininsk, st.

Yuzhnaya, d. 1 (Cross "Saratov"),

Container at the address: Saratov region, Balashov, Neftyanaya st., 3 (Optical cross)

2. Saratov - Pushkino - Ershov - Ozinsky region, the village of Stolyary. In this direction from the locations of the equipment provided under the Contract w / o from 10.09.2012. The Contractor provided the Customer with places at the following addresses:

Access node at the address: Saratov, Bolshaya Kazachya st., 6;

Container on the territory of JSC "Urbakhskiy kombinat khleboproduktov" at the address: Saratov region, Sovetskiy district, Pushkino village, Zavodskaya st., 1 A;

- Container on the territory of the RTRS "Saratov Regional Broadcasting Center" at the address: Saratov region, Ershov, Meliorativnaya st., 32A

Referring to the shutdown on 02/06/2013. society "Company" ALS and TEK "fiber-optic communication line in the direction Saratov - Pushkino - Ershov - Ozinsky district, the village of Stolyary (second direction) from the equipment of JSC QUANT-TELECOM and the inability to use the installed equipment, JSC QUANT-TELECOM »Believes that the amount of debt is subject to decrease by 82,178 rubles. 57 kopecks

Meanwhile, the respondent did not take into account the following. Signal transmission over a fiber-optic communication line in the direction of Saratov - Pushkino - Ershov - Ozinsky district, Stolyary village (the second direction) is not a subject of the disputed agreement. At the same time, the range of services stipulated by this agreement was provided by the plaintiff in full. JSC ALS and TEK Company continuously supplied the equipment of Quant-Telecom JSC with electricity (heated or cooled the equipment depending on weather conditions), which is confirmed by the power supply agreements concluded between ALS and TEK Company LLC and the energy supplying organization for disputed points of delivery, acts of services rendered, invoices and payment orders for the disputed period.

In addition, the controversial agreement was concluded by the parties on 10.09.2012. and until 31.12.2013 (that is, in the period after the FOCL was turned off from 06.02.2013), QUANT-TELECOM JSC regularly paid for the services rendered.

Moreover, according to the Conclusion of the Office of the Federal Service for Supervision in the Sphere of Communications, Information Technologies and Mass Communications in the Saratov Region No. 64-89608-89610-019 based on the results of the work of the working group on commissioning the communication facility - "Transport communication network of CJSC Kvant-Telecom" was put into operation on 18.11.2013. The said conclusion was approved based on the results of checking the availability of, among other things, an agreement of 10.09.2012 for the placement of communication equipment, concluded between CJSC Kvant-Telecom and LLC Company ALS and TEK. Thus, until the defendant's refusal from the contract dated 10.09.2012, sent by Kvant-Telecom CJSC to the ALS and TEK Company LLC by letter ref. No. 1444/14 dated 05.02.2014 and received last on February 24, 2014, the plaintiff had no grounds to terminate the provision of the range of services provided for by the contract dated February 10, 2013 .. The fact that the defendant did not declare that there were disagreements on the volume of services provided, after receiving the acts of services rendered for January, February 2014, also testifies to the presence of consumer value for the defendant of the disputed services before the withdrawal from the contract. The argument about the actual impossibility to use FOCL from 06.02.2013. cannot be accepted by the court of first instance, since the transmission of a signal via fiber-optic communication lines is not the subject of this dispute. Also, given that the transport network was put into operation on November 18, 2013, therefore, signal transmission over the network legally was possible not earlier than that date. Consequently, the defendant had a consumer value in the services provided by the plaintiff and in the absence of the ability to transmit a signal over the fiber-optic link. In addition, the legal acts in case No. A14-2754 / 2014 that entered into legal force satisfied the claims of LLC Company ALS and TEK against JSC QUANT-TELECOM on debt collection under lease agreement No. 21/13 dated 12.02.2013 lease payments for January (from 13 to 31), February - November 2014 in the amount of 47,213,443.37 rubles. of the principal debt and penalties of 336,060 rubles. The courts of three instances established the following: "under the lease agreement No. 21/13 dated 12.02.2013, ALS and TEK LLC (lessor) undertook to provide Kvant-Telecom CJSC (lessee) for temporary use two optical fibers in a fiber-optic communication line (FOCL) at the RTRS "Voronezh ORTPTS" section in the Tellermanovsky settlement of the Gribanovsky district of the Voronezh region. - Saratov, Saratov region, B. Kazachya st., 6 at the indicated regeneration sites; provide connection points for fixed optical cables from the lessee's equipment to the terminal distribution equipment (crosses) of the lessor at the ends of the section provided by "Fibers" ... Having analyzed the copies of the letter from Kvant-Telecom JSC submitted by the applicant in support of the argument to terminate contract No. N 6312/13 of 11/22/2013 to the address of LLC "Company" ALS and TEK "with acts of return of property to the lessor dated 01/13/2014, a duplicate of this letter, originals and copies of the postal receipt of 11/22/2013, an inventory of the Federal Postal Service of 11/22 .2013, referring to the provisions of Article 64, part 6 of Article 71, parts 8, 9 of Article 75 of the Arbitration Procedure Code of the Russian Federation on

evidence, on the basis that since the original letter ref. 6312/13 of 22.11.2013, Kvant-Telecom JSC is not presented, copies of this letter are not identical, the court concluded that the evidence presented is not reliable confirmation of the tenant's statement about the termination of the lease and the direction of the acts of return of the transferred property in accordance with the terms of the agreement N 21/13 of 12.02.2013. From the materials of the case it follows that between the parties during the disputed period there was also an agreement on the provision of a complex of resources to ensure the functioning of technological equipment dated 09/10/2012, contract N 37-X4732 / 11 dated 24.05.2011 for the provision of a complex to ensure the functioning of technological equipment The materials of the case do not confirm the fact that the plaintiff refused to accept the proper performance of obligations proposed by the debtor. The defendant did not present evidence proving that obstacles were created for him in the use of the leased property. The plaintiff's answer to the letter ref. 1169/14 dated 20.01.2014 on the admission of employees of Kvant-Telecom CJSC to facilities for the purpose of switching technological equipment to optical fibers owned by SMUR CJSC cannot serve as indisputable proof that the lessee was deprived of the opportunity to use leased communication lines".

According to part 2 of Article 69 of the Arbitration Procedure Code of the Russian Federation, the circumstances established by a judicial act of an arbitration court on a previously considered case that entered into legal force are not proven again when the arbitration court is considering another case in which the same persons are involved.

As indicated by the Constitutional Court of the Russian Federation in its ruling of 21.12.2011 N 30-P, the recognition of the prejudicial significance of a court decision, being aimed at ensuring the stability and binding nature of the court decision, excluding a possible conflict of judicial acts, presupposes that the facts established by the court when considering one case, pending their refutation, are accepted by another court in another case in the same or a different type of legal proceedings, if they are relevant for the resolution of the case. Thus, prejudice serves as a means of maintaining the consistency of judicial acts and ensures the operation of the principle of legal certainty.

Thus, the court of first instance, when considering this case, has no grounds for a different assessment of the circumstances of the FOCL operability, since this issue has already been resolved by the courts in case N A14-2754 / 2014.

In such circumstances, the court finds justified and subject to satisfaction the claims of LLC "Company" ALS and TEK "to recover from JSC" QUANT-TELECOM "debt under the contract dated 10.09.2012 in the amount of 164 357 rubles 14 kopecks.

In connection with the defendant's untimely fulfillment of obligations to pay for the services rendered, the plaintiff filed a claim to collect interest from the defendant for the use of other people's funds for the period from 11.02.2014 to 07.06.2017 in the amount of 47,934 rubles.

Clause 1 of Article 329 of the Civil Code of the Russian Federation stipulates that the fulfillment of obligations may be secured by a forfeit, pledge, retention of the debtor's property, surety, bank guarantee, deposit and other methods stipulated by law or contract.

According to clause 1 of Article 395 of the Civil Code of the Russian Federation, as amended, in effect until 01.06.2015, for the use of other people's funds due to their unlawful retention, evasion of their return, other delay in their payment or unjustified receipt or savings at the expense of another person, interest on the amount of these funds. The amount of interest is determined by the existing in the place of residence of the creditor, and if the creditor is a legal entity, in the place of its location by the discount rate of the bank interest on the day of the fulfillment of the monetary obligation or its corresponding part.

Clause 1 of Article 395 of the Civil Code of the Russian Federation as amended by Federal Law dated 03/08/2015 N 42 "On Amendments to Part One of the Civil Code of the Russian Federation" (hereinafter - Law N 42-FZ), in effect from 06/01/2015 to 08/01/2016, it is provided that for the use of other people's funds due to their unlawful retention, evasion from their return, other delay in their payment, or unjustified receipt or savings at the expense of another person, interest on the amount of these funds is subject to payment. The amount of interest is determined by the average bank interest rates existing in the place of residence of the lender or, if the lender is a legal entity, in the place of its location, published by the Bank of Russia and existing in the relevant periods on average bank interest rates on deposits of

individuals. These rules apply unless a different interest rate is established by law or contract.

In accordance with paragraph 4 of this article, in the case when the agreement of the parties provides for a penalty for non-fulfillment or improper fulfillment of a monetary obligation, interest provided for in Article 395 of the Civil Code of the Russian Federation is not subject to collection, unless otherwise provided by law or agreement.

However, in accordance with the explanations given in paragraph 83 of the Resolution of the Plenum of the Supreme Court of the Russian Federation dated 03.24.2016 N 7 "On the application by the courts of certain provisions of the Civil Code of the Russian Federation on liability for violation of obligations" (hereinafter - Resolution of the Plenum N 7), the provisions of the Civil Code of the Russian Federation as amended by Law N 42-FZ edition, do not apply to the rights and obligations arising from contracts concluded before the date of its entry into force (before June 1, 2015); when considering disputes from these contracts, one should be guided by the previously valid version of the Civil Code of the Russian Federation, taking into account the existing practice of its application (paragraph 2 of Article 4, paragraph 2 of paragraph 4 of Article 421, paragraph 2 of Article 422 of the Civil Code of the Russian Federation).

At the same time, when deciding on the accrual of interest for non-fulfillment of a monetary obligation arising on the basis of an agreement concluded before June 1, 2015, with respect to periods of delay that have occurred since June 1, 2015, the amount of interest is determined in accordance with paragraph 1 of Article 395 of the Civil Code RF as amended by Law N 42-FZ.

Thus, the previously valid version of the Civil Code of the Russian Federation applies to relations from contracts concluded before the entry into force of Law N 42-FZ. The only exception is clause 1 of Article 395 of the Civil Code of the Russian Federation, which regulates the procedure for determining the amount of interest accrued in accordance with this rate and which also applies to the named contracts in relation to the periods of delay that took place after the entry into force of Law N 42-FZ.

The fact of the defendant's untimely fulfillment of the obligation to pay for the work performed by the plaintiff was established by the court, in connection with which the demand to collect interest from the defendant for the use of someone else's money was stated to be justified.

According to the calculation of the plaintiff, interest is subject to collection from the defendant for the period from 11.02.2014 to 07.06.2017 in the amount of 47,934 rubles.

The court checked the calculation of the plaintiff's interest and found it correct.

Based on the foregoing, interest for the use of other people's funds for the period from 11.02.2014 to 07.06.2017 in the amount of 47,934 rubles is subject to collection from the defendant in favor of the plaintiff.

According to Article 168 of the Arbitration Procedure Code of the Russian Federation, when making a decision by an arbitration court, the court decides on the distribution of court costs.

According to paragraph 1 of Article 110 of the Arbitration Procedural Code of the Russian Federation, court costs incurred by the persons participating in the case, in favor of whom the judicial act was adopted, are recovered by the arbitration court from the side.

Guided by Articles 110, 167-170, 177, 180, 181 of the Arbitration Procedure Code of the Russian Federation, the arbitration court

DECIDED:

Collect from the joint-stock company "QUANT-TELECOM" (OGRN 1073667031030 TIN 3662124236), the city of Voronezh in favor of the limited liability company "Company" ALS and TEK "(OGRN 1026402661108 TIN 6452045336), the city of Saratov, the debt under the unnumbered resource agreement on the provision of a complex of resources from 10.09.2012 for the period from 01.01.2014 to

02.24.2014 in the amount of 164 357 rubles. 14 kopecks, interest for the use of other people's funds for the period from 02/11/2014 to 06/07/2017 in the amount of RUB 47,934, the

cost of paying the state fee in the amount of RUB 7,246.

The decision of the arbitration court shall enter into legal force upon the expiration of one month from the date of its adoption, unless an appeal is filed.

Issue a writ of execution to the claimant after the decision comes into legal force.

The decision of the arbitration court may be appealed to the appeal or cassation instance in the manner prescribed by Chapters 34, 35 of Section VI of the Arbitration Procedure Code of the Russian Federation. The relevant complaint is filed through the arbitration court that made the decision in the first instance.

Send copies of the decision of the arbitration court to the persons participating in the case, in accordance with the requirements of Article 177 of the Arbitration Procedure Code of the Russian Federation.

Judge Yu.S. Svyatkina