



**ARBITRATION COURT OF THE VORONEZH REGION
IN THE NAME OF THE RUSSIAN FEDERATION
DECISION**

Voronezh
9558/2016

Case № A14-

«19» December 2017

the operative part of the decision was announced on November 22, 2017, the decision was made in full on December 19, 2017.

The Arbitration Court of the Voronezh Region, composed of Judge I.V. Kostryukova, while keeping the minutes of the court session by the secretary Stanchul Y.M., having considered the case in open court

Limited Liability Company "Company" ALS and TEK ", Saratov (OGRN 1026402661108 INN 6452045336)

to Joint Stock Company "QUANT-TELECOM", Voronezh (OGRN 1073667031030 INN 3662124236)

third party: Office of the Federal Service for Supervision in the Sphere of Communications, Information Technology and Mass Media for the Saratov Region, Saratov (OGRN 1046405020804 TIN 6452091572)

o collection of 2 553 995 rubles. 55 kopecks

and on the claim of the Joint Stock Company "QUANT-TELECOM", Voronezh (OGRN 1073667031030 INN 3662124236)

to the Limited Liability Company "Company" ALS and TEK ", Saratov (OGRN 1026402661108 INN 6452045336)

on the obligation to return the equipment, to collect 606 673 rubles. 42 kopecks with participation in the court session:

from LLC "Company" ALS and TEK ": Vekozin V.N., representative, power of attorney dated 02.12.2016 (for a period of 1 year),

from JSC QUANT-TELECOM: Litvinova N.N., representative, power of attorney dated 08.25.2015 (for a period of 10 years), Borodina S.A., representative, power of attorney No. 60 dated 01.01.2017 (valid until 01.01.2018) ,

from a third party: did not appear, duly notified,

found:

The limited liability company "Company" ALS and TEK "(hereinafter - the plaintiff, LLC" Company "ALS and TEK") applied to the Arbitration Court of the Voronezh region with a statement of claim to the joint-stock company "QUANT-TELECOM" (hereinafter - the defendant, JSC "QUANT -TELECOM ") on the recovery of 2 553 995 rubles. 55 kopecks, including: 164 357 rubles. 14 kopecks debts under the contract for the provision of a complex of resources to ensure the functioning of technological equipment dated 09/10/2012 for January, February 2014; RUB 2,037,439 75 kopecks of debt 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 10.09.2012 from 24.02.2014 to 03.02.2016; RUB 352 198 66 kopecks interest for the use of other people's funds for the period from 11.02.2014 to 03.02.2016.

By the definition of the Arbitration Court of the Voronezh Region dated July 20, 2016, the statement of claim was accepted for proceedings, the case was assigned the number A14-9558 / 2016.

09/12/2016 JSC "QUANT-TELECOM" applied to the Arbitration Court of the Voronezh region with a statement of claim against LLC "Company" ALS and TEK "about the obligation to return the illegally seized equipment: the equipment of the fiber-optic transmission system with spectral division SURPASS hiT 7300 (manufactured by Nokia Siemens Networks GmbH & Co, Germany, 2012) in the amount of 2 pcs., including: SRS-2 ANS I chassis - 2 pcs. (No. GYEC1676583 / No. GYEC2677928); CFSU-2 card - 2 pcs. (No. BMC2010379 / No. BMC201380); F80DCI-1 card - 2 pcs. (# BMAD710628 / # BMAD710629); LAVIC-1 card - 2 pcs. (No. BMC2009834 / No. BMC2009748); LAVBC-1 card - 2 pcs. (No. BMCO000322 / No. BMC2009747); card F09MR80-1 - 2 pcs. (No. BMC2010316 / No. BMC2010313); MCP4-1 card - 1 pc. (No. BMC2011039); CCMP-2 card - 1 PCS. (No. BMC2010372); CCSP-1 card - 1 pc. (No. BMC2010323); power supply system Flatpack2 - 1 pc. (No. 121809100162); DELTA FTS 150Ah battery - 4 pcs. (No. VAJ06 / # VAJ07 / # VAJ08 / # VAJ09); floor cabinet 19 "42U 800 × 1000 with Rittal air conditioner - 1 pc. (No. 7820670), located in the access node at the address: Saratov, Bolshaya Kazachya st., 6 (Optical crossover" WEST "); fiber-optic equipment optical transmission system with spectral separation SURPASS hiT 7300 (manufactured by Nokia Siemens Networks GmbH & Co, Germany, 2012) in the amount of 1 pc., including: chassis SRS-2 19inch ANSI - 1 pc. (No. GYES2787694); LAVIC-1 card - 2 pcs. (No. BMC1002458 / No. BMC2009780);

CCMP-2 card - 1 pc. (# BMC2010483); power system Flatpack minipack with three rectifiers (manufactured by OOO Eltek, Russia, 2012) - 1 pc. ; floor cabinet 19 "42U 600 × 600 - 1 pc. (No. 8931781), located on the territory of the RTPS" Saratov ORTPS "at the address: Saratov region, Ershov, Meliorativnaya st., 32a, collection of 477,267 rubles 85 kopecks. Of unjust enrichment for period from 07.02.2013 to 31.12.2013; 129,405 rubles 57 kopecks interest for the use of other people's funds for the period from 10.01.2013 to 09.09.2016.

By the definition of the Arbitration Court of the Voronezh Region dated 12.09.2016, the statement of claim was accepted by the court for proceedings, the case was assigned the number A14-13152 / 2016.

By a court ruling dated October 24, 2016, from case No. A14-9558 / 2016, the claims of LLC "Company" ALS and TEK "against JSC

"QUANT-TELECOM" to recover the principal debt in the amount of 164 357 rubles. 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 a court ruling dated October 24, 2016, the above case was sent by jurisdiction to the Arbitration Court of the Saratov Region.

By a court ruling of 11/17/2016, the LLC's petition was denied

"Company" ALS and TEK "on the transfer of case No. A14-9558 / 2016 according to jurisdiction to the Arbitration Court of the Saratov Region.

By the resolution of the Nineteenth Arbitration Court of Appeal dated 09.12.2016, the ruling of the Arbitration Court of the Voronezh Region dated 17.11.2016 to refuse to satisfy the petition to transfer the case No. A14-9558 / 2016 to another arbitration court was left unchanged.

By a court ruling dated January 31, 2017, the

No. A14-9558 / 2016 and No. A14-13152 / 2016, the combined case was assigned the number A14-9558 / 2016.

At the preliminary court session on 13.03.2017 by the court in accordance with Art. 159 of the APC RF accepted for consideration the application of JSC "QUANT-TELECOM" to apply Art. 10 of the Civil Code of the Russian Federation, according to which an attempt to collect funds from LLC "Company" ALS and TEK "from JSC" QUANT-TELECOM "for the maintenance and continuous operation of equipment is an abuse of its right by LLC" Company "ALS and TEK".

By a court ruling dated April 13, 2017, the Office of the Federal Service for Supervision of Communications, Information Technology and Mass Media in the Saratov Region was involved in participation in the case as a third party that does not declare independent claims regarding the subject of the dispute.

On June 16, 2017, the court received a response from the ALS and TEK Company to the application of QUANT-TELECOM JSC on abuse of the right, according to which ALS and TEK Company LLC asks the court to establish the abuse of its rights from JSC "QUANT-TELECOM", in satisfying the application of JSC

"KVANT-TELECOM" on abuse of the right to refuse.

By a court ruling dated June 19, 2017, the LLC's petition was denied

"Company" ALS and TEK "on the allocation of claims for collection from JSC" QUANT-TELECOM "in favor of LLC" Company "ALS and TEK" debt under the contract for the provision of a complex of resources to ensure the functioning of technological equipment from 10.09.2012 in the period from 25.02. 2014 to 26.03.2014 in the amount of 88 500 rubles. into a separate production.

By the resolution of the Nineteenth Arbitration Court of Appeal dated August 24, 2017, the ruling of the Voronezh Region Arbitration Court dated June 19, 2017 on the refusal to satisfy the request to separate the claims into separate proceedings in the case

No. A14-9558 / 2016 remained unchanged.

The third party did not appear at the hearing on 15.11.2017, and the place and time of the hearing was duly notified. On the basis of Article 156 of the Arbitration Procedure Code of the

Russian Federation, the case was considered in his absence.

The representative of LLC "Company" ALS and TEK "supported the claims on the grounds set out in the statement of claim, objections to the generalization of the position of JSC "QUANT-TELECOM".

The defendant in the response to the claim, in addition to it, did not admit the generalized position of the claim, referring to the termination of the contract dated 09/10/2012, the lack of evidence of the provision of services in the disputed period and the unjustified retention of equipment.

The representative of KVANT-TELECOM JSC supported the claim on the grounds set out in the statement of claim.

The defendant, in the response to the claim, in addition to it, did not admit the requirements at the hearing, citing their unfoundedness. Declared missing the statute of limitations.

At the hearing on November 15, 2017, a break was announced until November 22, 2017. After the break, the court session was held in the absence of a third party, on the basis of Article 156 of the APC RF.

From the materials of the case it follows that on 10.09.2012 between LLC "Company" ALS and TEK "(contractor under the contract) and CJSC" QUANT-TELECOM "(customer under the contract), an agreement was concluded for the provision of a complex of resources to ensure the functioning of technological equipment, in accordance with with the terms of which the contractor provides a set of resources for the placement of the customer's telecommunication equipment intended for the provision of telecommunication services in buildings at the addresses and with the characteristics in accordance with Appendix No. 1, and the customer, in turn, undertakes to timely pay for the services rendered by the contractor (clause 1.1 of the agreement).

Clause 1.2 of the contract 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, fire extinguishing systems, passing communication cables to equipment, controlled personnel access, equipment safety ...

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

The customer pays for the contractor's services on the basis of the invoice for payment, the certificate of services rendered and the monthly invoice of the contractor. The Contractor sends the specified documents to the customer no later than the 10th day of the month following the settlement (clause 2.3 of the contract).

The payment of invoices is made by the customer in Russian rubles by transferring funds to the settlement account of the contractor within 10 banking days from the date of receipt of the invoice for payment (clauses 2.5, 2.6 of the agreement).

By virtue of clauses 3.1.1, 3.1.3-3.1.6 of the contract, the contractor undertakes to provide a place with controlled access of personnel to accommodate the customer's equipment in accordance with

the terms specified in Appendix 1, which is an integral part of this contract; accept for placement the customer's equipment according to the equipment delivery and acceptance certificate (Appendix 2); ensure the safety of equipment. The Contractor is responsible for the safety of the customer's equipment in the amount of its value specified in the equipment delivery-acceptance certificate (Appendix 2); provide continuous power supply to the customer's equipment in accordance with the power consumption and the entire complex of resources under clause 1.2 of the 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; to provide round-the-clock free access to the placed equipment of the customer's personnel, as well as for emergency and recovery repairs no later than 3 hours from the moment the customer submits the application.

In accordance with clause 3.4 of the contract, in case of termination of the contract, the equipment specified in clause 1.1 is returned to the customer.

In force of clause 6.1, this agreement comes into force from the moment of its signing by the parties and is concluded for an indefinite period.

The customer has the right to unilaterally early terminate this agreement by written notice to the contractor at least 30 calendar days in advance. The contract can also be terminated by the customer unilaterally in the event of the termination of the property rights of the contractor in relation to the premises in the building (paragraph

6.3 of the contract).

The Contractor has the right to unilaterally early terminate this agreement by signing a written notice to the customer at least 90 calendar days in advance (clause 6.4. Of the agreement).

In Appendix No. 1 to the above agreement, the parties have determined: location, equipment to be placed, date of commencement of services, maximum power consumption, size, price per month.

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 parties agreed on a sample of the equipment acceptance certificate and the specification for the premises for the customer's equipment.

Pursuant to the terms of the agreement dated 10.09.2012 and the protocol of agreement of the contract price, which is Appendix No. 1 to the above agreement, CJSC

KVANT-TELECOM has placed the equipment in the locations specified in Appendix No. 1.

The acceptance certificate of the equipment, the sample of which was agreed upon in the annex to the contract dated 10.09.2012, was not drawn up by the parties.

LLC "Company" ALS and TEK "in the period from 24.02.2014 to 03.02.2016 provided JSC

"KVANT-TELECOM" services for the maintenance of equipment located on its premises, the cost of which amounted to 2,037,439 rubles. 75 kopecks

Payment for the services rendered for the maintenance of the equipment of JSC QUANT-TELECOM has not been made.

The claim sent by LLC "Company" ALS and TEK "to JSC" QUANT-TELECOM "was left by the latter without satisfaction.

02/06/2013 LLC "Company ALS and TEK" shut down the equipment of a fiber-optic communication line in the direction of Saratov-Pushkino-Ershov-Ozinsky district, s. Joiners, installed at the address: Saratov, st. Bolshaya Kazachya, 6, in connection with which KVANT-TELECOM CJSC applied to OP No. 3 as part of the Department of the Ministry of Internal Affairs of the Russian Federation for the city of Saratov (check material No. 1335 KUSP No. 2741 dated 07.02.2013), by a resolution which initiation of a criminal case in connection with the absence of signs of corpus delicti under the Criminal Code of the Russian Federation.

In the period from 07.02.2013 to 31.12.2013, KVANT-TELECOM CJSC paid for the services rendered by ALS and TEK Company LLC in the direction of Saratov-Pushkino-Ershov-Ozinsky district, s. Joiners, the cost of which was 477,267 rubles. 85 kopecks, which is confirmed by the payment orders available in the case file.

By letter ref. No. 1444/14 dated 02/05/2014 KVANT-TELECOM CJSC sent a notice of termination of the contract dated 09/10/2012 to LLC ALS and TEK Company, which was received last on 02.24.2014, which is indicated on the above letter. Appeals of KVANT-TELECOM CJSC to ALS and TEK Company LLC (claims ref. No. 3079/14 dated 23.06.2014, No. 4152/14 dated 08.10.2014, No. 1611/15 dated 23.09.2015, telegrams dated 20.05.2015, 26.10.2015, 26.04.2016) on the return of equipment, left by the latter without satisfaction with reference to its retention due to the need

to pay off the resulting debt under the controversial agreement and other obligations.

05.05.2015 a registration entry was made to the Unified State Register of Legal Entities on the change of name from Closed Joint Stock Company

"KVANT-TELECOM" for the Joint Stock Company "KVANT-TELECOM".

Referring to the improper fulfillment of obligations by KVANT-TELECOM JSC in terms of payment for services rendered, illegal retention of ALS and TEK Company LLC of equipment, unjust enrichment in terms of overpayment for services that were not provided, Limited Liability Company ALS and TEK "and the joint-stock company" KVANT-TELECOM "filed these claims in court.

After examining the materials of the case, after hearing the explanations of the parties, evaluating the evidence presented in the case, the court finds the stated claims of LLC "Company ALS and TEK" and JSC "QUANT-TELECOM" subject to satisfaction in part, on the following

grounds.

The agreement concluded between the parties for the provision of a complex of resources to ensure the functioning of technological equipment dated 09/10/2012 by its legal nature is an agreement for the provision of services.

Under a contract for the provision of services for a fee, the performer undertakes to provide services on the instructions of the customer (perform certain actions or carry out certain activities), and the customer undertakes to pay for these services (Article 779 of the Civil Code of the Russian Federation)

In accordance with Art. 781 of the Civil Code of the Russian Federation, the customer is obliged to pay for the services rendered to him in the terms and in the manner specified in the contract for the provision of paid services.

According to Art. 783 of the Civil Code of the Russian Federation, general provisions on contracting (Articles 702 - 729) and provisions on household contracts (Articles 730 - 739) apply to a contract for the provision of services for compensation, unless this contradicts Articles 779 - 782 of this Code, as well as the specifics of the subject of the contract for the provision of services ...

In accordance with paragraph 1 of Art. 782 of the Civil Code of the Russian Federation, the customer has the right to refuse to fulfill the contract for the provision of paid services, subject to payment to the contractor for the actual costs incurred by him.

By virtue of the provisions of Art. 310 of the Civil Code of the Russian Federation, a unilateral refusal to fulfill an obligation and a unilateral change in its conditions are not allowed, with the exception of cases provided for by this Code, other laws or other legal acts. A unilateral change in the conditions of an obligation associated with the implementation of entrepreneurial activities by all its parties, or a unilateral refusal to fulfill this obligation is allowed in the cases provided for by this Code, other laws, other legal acts or an agreement.

Based on paragraph 1 of Art. 450.1 of the Civil Code of the Russian Federation provided by this Code, other laws, other legal acts or a contract, the right to unilaterally withdraw from the contract (performance of the contract) (Article 310) can be exercised by the authorized party by notifying the other party of the cancellation of the contract (performance of the contract). The contract is terminated from the moment of receipt of this notification, unless otherwise provided by this Code, other laws, other legal acts or the contract.

In the event of a unilateral cancellation of the contract (performance of the contract) in whole or in part, if such a cancellation is allowed, the contract is considered terminated or amended (clause 2 of Article 450.1 of the Civil Code of the Russian Federation)

Thus, within the meaning of the cited norms of law, a unilateral refusal to perform an agreement, carried out in accordance with a law or an agreement, is a legal fact leading to the

termination of the agreement.

As the parties indicated when dealing with claims in court, the controversial agreement was terminated by them from February 24, 2014 (from the moment ALS and TEK Company LLC received a notice of termination of the agreement dated September 10, 2012), however, in the course of court proceedings, they came to the conclusion of termination of the contract from 26.03.2014.

In accordance with Article 431 of the Civil Code of the Russian Federation, when interpreting the terms of the contract, the court takes into account the literal meaning of the words and expressions contained in it.

The literal meaning of the terms of the contract in case of its ambiguity is established by comparison with other terms and the meaning of the contract as a whole.

If the rules contained in paragraph 1 of Art. 431 of the Civil Code of the Russian Federation does not allow determining the content of the contract, the actual common will of the parties must be clarified, taking into account the purpose of the contract. In this case, all relevant circumstances are taken into account, including the negotiations and correspondence preceding the contract, the practice established in the mutual relations of the parties, the customs of business, the subsequent behavior of the parties.

When concluding the contract, the parties agreed on the procedure for its termination by unilateral refusal. According to clause 6.3 of the contract, the contract is terminated at the initiative of the customer by written notice to the contractor at least 30 calendar days in advance.

In accordance with clauses 1, 4 of Art. 421 of the Civil Code of the Russian Federation, citizens and legal entities are free to conclude an agreement, the terms of the agreement are determined at the discretion of the parties, unless the content of the corresponding condition is prescribed by law or other legal acts.

In view of the above, the court concludes that the parties in clause 6.3 of the agreement provide for the procedure for exercising the right to withdraw from the agreement, including the period for canceling the agreement (Article 421 of the Civil Code of the Russian Federation).

In accordance with paragraph 3 of Art. 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 accordingly terminated or amended.

Based on the literal interpretation of clause 6.3 of the contract, given that JSC

"QUANT-TELECOM" refused to fulfill the contract dated 10.09.2012 unilaterally, having sent LLC Company ALS and TEK a notification dated 05.02.2014, which was received by the last on 02.24.2014, the court concludes that on the basis of clause 6.3 the contractual relationship between the parties terminated on 26.03.2014.

Consequently, the requirements of LLC "Company ALS and TEK" to recover from JSC

"QUANT-TELECOM" 88,500 rubles. debts under the contract dated 10.09.2012 for the period from 25.02.2014 to 26.03.2014 are reasonable.

During the period of validity of the contract dated 10.09.2012 LLC "Company ALS and TEK" fulfilled its obligations in the period from 25.02.2014 to 26.03.2014 properly, providing JSC "QUANT-TELECOM" services in the amount of 88,500 rubles, which is confirmed the acts, invoices, invoices available in the case materials.

By virtue of Art. 720 of the Civil Code of the Russian Federation, the customer is obliged to inspect and accept the work performed (its result) within the time frame and in the manner provided for by the work contract, with the participation of the contractor, and if any deviations from the contract worsen the result of the work, or other shortcomings in the work, immediately notify the contractor about it ... The customer, who discovered shortcomings in the work during its acceptance, has the right to refer to them in cases where these shortcomings or the possibility of subsequent presentation of a demand for their elimination were specified in the act or in another document certifying the acceptance.

The defendant did not provide evidence that the act was sent to LLC "Company ALS and TEK" indicating the reasons for not signing them (Article 720 of the Civil Code of the Russian Federation).

JSC "KVANT-TELECOM" did not pay for the services within the time period stipulated by the contract.

Thus, the court concludes that LLC "Company ALS and TEK" in the period from 25.02.2014 to 26.03.2014 rendered services to JSC "QUANT-TELECOM" in accordance with the terms of the concluded contract dated 10.09.2012, which the latter did not paid.

No evidence of debt repayment was presented to the court.

In accordance with Art. 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 the customs of business or other usually required requirements.

According to Art. 310 of the Civil Code of the Russian Federation, a unilateral refusal to fulfill an obligation is not allowed.

The fact that there is a debt of KVANT-TELECOM JSC for services rendered in the period from 25.02.2014 to 26.03.2014 under the contract dated 10.09.2012 in the amount of 88,500 rubles. proved by the materials of the case, in this connection, the claims of LLC "Company ALS and TEK" in this part should be considered lawfully declared and subject to satisfaction at the expense of the defendant.

The calculation of the debt in the amount of 1,948,939 rubles presented by LLC "Company ALS and TEK". 75 kopecks for the period from 03/27/2014 to 02/03/2016 cannot be taken into account by the court based on the following.

The contract for the provision of a complex of resources to ensure the functioning of technological equipment dated 09/10/2012 between the parties was terminated on 03/26/2014.

Appeals of CJSC "QUANT-TELECOM" to LLC "Company" ALS and TEK "(applications No. 0546/13 dated 06.02.2013, No. 0636/13 dated 12.02.2013, claims No. 0648/13 dated 12.02.2013, out.

3079/14 dated 23.06.2014, No. 4152/14 dated 08.10.2014, No. 1611/15 dated 23.09.2015, telegrams dated 20.05.2015, 26.10.2015, 26.04.2016) on providing access to equipment, on its return, were left by the latter without satisfaction with reference to its retention due to the need to pay off the resulting debt under the controversial agreement and other obligations.

On the fact of the obstacle to access to the equipment, KVANT-TELECOM CJSC applied to OP No. 3 as part of the Office of the Ministry of Internal Affairs of the Russian Federation for the city of Saratov (check material No. 1335 KUSP No. 2741 dated 02/07/2013), whose resolution refused to initiate a criminal case in due to the lack of signs of corpus delicti provided for by the Criminal Code of the Russian Federation.

The existing legal relationship between the parties indicates that the termination of access to the premises where the equipment of JSC QUANT-TELECOM is located was actually a consequence of the use of LLC ALS and TEK Company of the civil law method of ensuring the fulfillment of obligations - retention of property (Article 359 of the Civil Code of the Russian Federation), however, the use of such a method of securing obligations should not have led to a violation of the customer's rights.

During the disputable period, the contractor did not provide access to the equipment, which excludes the possibility of reciprocal receipt of payment from the customer for services for the period from 03/27/2014 to 02/03/2016.

According to paragraph 1 of Art. 359 of the Civil Code of the Russian Federation, a creditor who has a thing that is to be transferred to the debtor or to a person specified by the debtor has the right, in the event of the debtor's failure to fulfill the obligation to pay for this thing or reimburse the creditor for associated costs and other losses, until the corresponding obligation will not be executed.

Withholding a thing may also secure claims, although not related to payment for the thing or reimbursement of costs for it and other losses, but arising from an obligation, the parties to which act as entrepreneurs.

Retention is a way of self-defense of civil rights. According to Art. 14 of the Civil Code of the Russian Federation, methods of self-defense must be proportionate to the violation and not go beyond the limits of actions necessary to suppress it.

Self-defense cannot be recognized as legitimate if it clearly does not correspond to the method and nature of the violation and the caused (possible) harm is more significant than the prevented (clause 9 of the Resolution of the Plenum of the Supreme Court of the Russian Federation dated 01.07.1996 No. 6/8 "On some issues related to the application of part one of the Civil Code

of the Russian Federation ").

Withholding can be used if the following conditions are simultaneously present: its subject is a thing belonging to the debtor, which the creditor must transfer to him or to the person indicated by him; the obligation secured by withholding was not performed by the debtor on time.

In this case, the customer's equipment was removed from his possession against his will, as a result of which he was repeatedly forced to contact the contractor and the law enforcement agencies on this fact.

In addition, LLC "Company ALS and TEK" has exercised its right to apply for judicial protection in connection with the collection of arrears in payment for services.

Considering that the contract for the provision of a complex of resources to ensure the functioning of technological equipment dated 09/10/2012 was terminated by the parties on 03/26/2014, there are no grounds for holding ALS and TEK Company LLC equipment and providing services for its maintenance.

Taking into account the above, the requirements of LLC "Company ALS and TEK" to collect 1 948 939 RUB. 75 kopecks debts for the period from 03/27/2014 to 02/03/2016 are not subject to satisfaction.

According to paragraph 1 of Art. 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 withholding, 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 is subject to payment. 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 Art. 395 of the Civil Code of the Russian Federation as amended by the Federal Law of 03/08/2015 No. 42 "On Amendments to Part One of the Civil Code of the Russian Federation", which was in force 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 of their return, other delay in their payment, or unjustified receipt or savings at the expense of another person shall be subject to payment of interest on the amount of these funds. 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, at 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.

Applying the specified rate, LLC "Company ALS and TEK" accrued interest in the amount of 325,905 rubles. 47 kopecks for the period 02.24.2014 to 02.03.2016.

The calculation of interest presented by LLC "Company ALS and TEK" cannot be taken into account by the court, since the amount on which interest is to be accrued and the number of days of delay in payment were incorrectly determined.

The amount of interest charged for the period from 03/10/2014 to 02/03/2016 in the amount of 88,500 rubles. will amount to 13,922 rubles.

Since KVANT-TELECOM JSC did not fulfill its monetary obligations, did not pay for the services rendered in the period from February 24, 2014 to March 26, 2014 in the amount of 88,500 rubles, the claims of ALS and TEK Company LLC regarding the collection of interest for the use of other people's funds for the period from 10.03.2014 to 03.02.2016 should be considered lawfully declared and subject to satisfaction at the expense of QUANT-TELECOM JSC in the amount of 13,922 rubles.

The rest of the claim should be denied.

When requesting the return of equipment, KVANT-TELECOM JSC refers to the unlawful retention of ALS and TEK Company LLC equipment located in access nodes at the addresses: Saratov, st. Bolshaya Kazachya, 6; Saratov region, Ershov, st. Meliorativnaya, 32 a, after termination of the contract dated 10.09.2012.

As follows from the materials of the case, the explanations of the parties, the act of acceptance and transfer of equipment, the sample of which was agreed in the appendix to the contract of 10.09.2012, was not drawn up by the parties.

The fact of placing the equipment of the fiber-optic transmission system with spectral division SURPASS hiT 7300 (manufactured by Nokia Siemens Networks GmbH & Co, Germany, 2012) in the amount of 2 pcs., Including: chassis SRS-2 ANS I - 2 pcs. (No. GYEC1676583 / No. GYEC2677928); CFSU-2 card - 2 pcs. (No. BMC2010379 / No. BMC201380); card F80DCI-1 - 2 pcs. (# BMAD710628 / # BMAD710629); LAVIC-1 card - 2 pcs. (No. BMC2009834 / No. BMC2009748); LAVBC-1 card - 2 pcs. (No. BMCO000322 / No. BMC2009747); card F09MR80-1 - 2 pcs. (No. BMC2010316 / No. BMC2010313); MCP4-1 card - 1 pc. (No. BMC2011039); CCMP-2 card -

1 PC. (No. BMC2010372); CCSP-1 card - 1 pc. (No. BMC2010323); power supply system Flatpack2 - 1 pc. (No. 121809100162); DELTA FTS 150Ah battery - 4 pcs. (No. VAJ06 /

VAJ07 / # VAJ08 / # VAJ09); floor cabinet 19 "42U 800 × 1000 with Rittal air conditioner - 1 pc. (No. 7820670) in the access node at the address: Saratov, Bolshaya Kazachya st., 6 (Optical distribution box" WEST ") and fiber-optic system equipment transmissions with spectral division SURPASS hiT 7300 (manufactured by Nokia Siemens Networks GmbH & Co, Germany, 2012) in the amount of 1 pc., including: chassis SRS-2 19inch ANSI - 1 pc. (No. GYES2787694); LAVIC-1 card - 2 pcs. . (No.BMC1002458 / No.BMC2009780); CCMP-2 card - 1 pc. (No.BMC2010483); Power supply system Flatpack minipack with three rectifiers (manufactured by OOO Eltek, Russia, 2012) - 1 pc .; floor cabinet 19 "42U 600 × 600 - 1 pc. (No. 8931781) on the territory of the RTPS "Saratov Regional Broadcasting Center" at the address: Saratov region, Ershov, st. Meliorative, 32 a, confirmed by the conclusion No. PK-3689608-89610-97562-97563-0096 of the Office of the Federal Service for Supervision in the Sphere of Communications, Information Technology and Mass Media in the Voronezh Region on the results of work in the acceptance committee dated 05.12.2013,

expert opinion No. 1193/13-Center MIR IT-0131/04 of 05/20/2013 on the working project "Fiber-optic communication line of CJSC" QUANT-TELECOM "Voronezh - Saratov", approved by the federal state budgetary institution

"Industry center for monitoring and development in the field of infocommunication technologies", act No. 109 of acceptance of the completed construction of the facility by the acceptance commission dated 12/18/2013, technical conditions No. 1534, No. 1536 dated 11/15/2012, issued by LLC

"Company ALS and TEK", which approved the placement of the telecommunication rack of CJSC "QUANT-TELECOM" at the addresses: Saratov, st. Kazachya, 6a, Saratov region, Ershov.

The fact of limitation by LLC ALS and TEK Company of access to the premises in which the equipment of KVANT-TELECOM JSC is located is confirmed by the case materials, including the acts of refusal of ALS and TEK Company LLC to return equipment dated 05.21.2015, 28.10.2015, 28.04.2016, starting from 27.03.2014 JSC "QUANT-TELECOM" was

actually deprived of the opportunity to use the equipment belonging to him.

In addition, taking into account the provisions of clause 3.4 of the contract for the provision of a complex of resources to ensure the functioning of technological equipment from 10.09.2012, in case of termination of the contract, the equipment is returned to the customer.

Considering that LLC "Company ALS and TEK" as a result of illegal actions against the will of JSC "QUANT-TELECOM" keeps its equipment, the requirements of JSC

"QUANT-TELECOM" on the return of illegally seized equipment: equipment of the fiber-optic transmission system with spectral division SURPASS hiT 7300 (manufactured by Nokia Siemens Networks GmbH & Co, Germany, 2012) in the amount of 2 pcs., Including: chassis SRS-2 ANS I - 2 pcs. (No. GYEC1676583 / No. GYEC2677928); CFSU-2 card - 2 pcs. (No. BMC2010379 / No. BMC201380); card F80DCI-1 - 2 pcs. (# BMAD710628 / # BMAD710629); LAVIC-1 card - 2 pcs. (No. BMC2009834 / No. BMC2009748); LAVBC-1 card - 2 pcs. (No. BMCO000322 / No. BMC2009747); card F09MR80-1 - 2 pcs. (No. BMC2010316 / No. BMC2010313); MCP4-1 card - 1 pc. (No. BMC2011039); CCMP-2 card -

1 PC. (No. BMC2010372); CCSP-1 card - 1 pc. (No. BMC2010323); power supply systems Flatpack2 - 1 pc. (No. 121809100162); DELTA FTS 150Ah battery - 4 pcs. (No. VAJ06 /

VAJ07 / # VAJ08 / # VAJ09); floor cabinet 19 "42U 800 × 1000 with Rittal air conditioner

-

1 PC. (No. 7820670), located in the access node at the address: Saratov, st. Bolshaya Kazachya, 6 (Optical junction "WEST") and equipment of the fiber-optic transmission system with spectral separation SURPASS hiT 7300 (manufactured by Nokia Siemens Networks GmbH & Co, Germany, 2012) in the amount of 1 pc., Including: chassis SRS-

2 19inch ANSI - 1 pc. (No. GYEC2787694); LAVIC-1 card - 2 pcs. (No. BMC1002458 / No. BMC2009780); CCMP-2 card - 1 pc. (# BMC2010483); power system Flatpack minipack with three rectifiers (manufactured by OOO Eltek, Russia, 2012) - 1 pc. ; floor cabinet 19 "42U 600 × 600

- 1 pc. (No. 8931781), located on the territory of the RTPS" Saratov ORTPS "at the address: Saratov region, Ershov, Meliorativnaya street, 32 a, are subject to satisfaction.

According to paragraph 3 of Art. 1 of the Civil Code of the Russian Federation, in the establishment, exercise and protection of civil rights and in the performance of civil duties, participants in civil legal relations must act in good faith. By virtue of paragraph 4 of Art. 1 of the Civil Code of the Russian Federation, no one has the right to take advantage of their illegal or dishonest behavior.

According to Part 1 of Art. 10 of the Civil Code of the Russian Federation, the exercise of civil rights is not allowed solely with the intention of causing harm to another person, actions bypassing the law with an unlawful purpose, as well as other knowingly unfair exercise of civil rights (abuse of law).

Considering that the contract of 09/10/2012 between the parties was terminated on 03/26/2012, JSC

"QUANT-TELECOM" has repeatedly appealed to LLC "Company ALS and TEK" to return the equipment, the latter evades the obligation to return it, taking into account the provisions of clause 3.4 of the contract dated 09/10/2012, there are no grounds for its retention and charging fees for the maintenance of equipment, the court concludes that the actions of ALS and TEK Company LLC have signs of abuse of law, in connection with which the application of KVANT-TELECOM JSC is subject to satisfaction, the ALS and TEK Company LLC statement was dismissed.

Requirements of JSC "QUANT-TELECOM" to recover from LLC "Company ALS and TEK" 447,267 rubles. 85 kopecks unjust enrichment for the period from 07.02.2013 to 31.12.2013 are not subject to satisfaction on the following grounds.

According to Part 1 of Art. 4 of the APC RF, an interested person has the right to apply to an arbitration court for the protection of his violated or disputed rights and legitimate interests in the manner established by this code.

In accordance with Art. 8 of the Civil Code of the Russian Federation, civil rights and obligations arise from the grounds provided for by law and other legal acts, as well as from the actions of citizens and legal entities, which, although not provided for by law or such acts, but by virtue of general principles and the meaning of civil legislation give rise to civil rights and duties.

By virtue of Art. 1102 of the Civil Code of the Russian Federation, a person who, without grounds established by law, other legal acts or a transaction, has acquired or saved property (acquirer) at the expense of another person (victim) is obliged to return to the latter the property acquired or saved unjustly (unjust enrichment).

Based on the analysis of the aforementioned rule of law, as well as the clarifications of the

Information Letter of the Supreme Arbitration Court of the Russian Federation dated January 11, 2000 No. 49 "Review of the practice of considering disputes related to the application of the rules on unjust enrichment", it follows that unjust enrichment must comply with three mandatory criteria: must there is an acquisition of property; this acquisition must be made at the expense of another person and the acquisition is not based either on law or on a transaction (agreement), i.e. happen unreasonably.

In the course of the trial, LLC "Company ALS and TEK" announced that it had missed the statute of limitations.

In accordance with Art. 195 of the Civil Code of the Russian Federation, the limitation period is the term for protecting the right at the claim of a person whose right has been violated. The general limitation period is set at three years (Article 196 of the Civil Code of the Russian Federation)

Article 200 of the Civil Code of the Russian Federation establishes that the course of the limitation period begins from the day when the person learned or should have learned about the violation of his right.

Based on the analysis of clauses 2.2 - 2.6 of the agreement dated 10.09.2012, the settlement period is one month and payment is made within 10 days from the date of receipt of the invoice.

Consequently, KVANT-TELECOM JSC learned about the violation of its right on 02/07/2013, payment obligations were to be fulfilled in March 2013 (actually fulfilled on 04/17/2013, which is confirmed by payment order No. 45), and the claim was filed 09.09.2016.

According to Art. 203 of the Civil Code of the Russian Federation, the course of the limitation period is interrupted by filing a claim in accordance with the established procedure, as well as by the commitment of the obliged person to actions that indicate recognition of the debt.

Since JSC "QUANT-TELECOM" applied to the court with this claim 09.09.2016, taking into account the statement of LLC "Company ALS and TEK" to skip the statute of limitations, on the basis of Art. 199 of the Civil Code of the Russian Federation, the court refuses to satisfy the claims for the period from 02/07/2013 to 07/31/2013.

The claims of KVANT-TELECOM JSC on the collection of unjust enrichment for the period from 01.08.2013 to 31.12.2013 are also not subject to satisfaction based on the following.

The subject of the contract 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 provided by the contractor to the location of the equipment addresses: access node at the address: Saratov, st. Bolshaya Kazachya, 6; 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, st. Oil, 3

(Optical cross-country).

2. Saratov - Pushkino - Ershov - Ozinsky region, the village of Stolyary. In this direction, the contractor provided equipment placement locations at the following addresses: access node at the address: Saratov, st. Bolshaya Kazachya, 6; container on the territory of JSC "Urbakhskiy kombinat khleboproduktov" at the address: Saratov region, Sovetskiy district, p. Pushkino, st. Factory, 1 a; container on the territory of the RTRS "Saratov Regional Broadcasting Center" at the address: Saratov region, Ershov, st. Melioration, 32 a.

In support of the stated requirements for the recovery of unjust enrichment, KVANT-TELECOM JSC refers to the disconnection from its equipment 02/06/2013 LLC

"Company" ALS and TEK "fiber-optic communication line in the direction of Saratov - Pushkino - Ershov - Ozinsky district, Stolyary village (second direction).

In accordance with paragraph 4 of Art. 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.

According to paragraph 1 of Art. 711 of the Civil Code of the Russian Federation, if the contract does not provide for advance payment for the work performed or its individual stages, the customer is obliged to pay the contractor the agreed price after the final delivery of the results of the work, provided that the work was done properly and within the agreed time frame, or with the consent of the customer ahead of schedule.

The basis for the occurrence of the customer's obligation to pay for the work performed is the delivery of the result of the work to the customer.

As follows from the case materials, acts No. 00000020 dated February 28, 2013, No. 00000047 dated March 31, 2013, No. 00000085 dated April 30, 2013, No. 00000105 dated May 31, 2013, No. 00000113 dated

30.06.2013, No. 00000164 dated 31.07.2013, No. 00000184 dated 31.08.2013, No. 00000224 dated

30.09.2013, No. 00000221 dated 31.10.2013, No. 00000276 dated 30.11.2013, No. 00000278 dated 31.12.2013

signed by JSC "QUANT-TELECOM" without objections, claims for the quality and volume of services provided, therefore, the services were accepted and not disputed, no objections were received from LLC "Company" ALS and TEK ".

Accepted services have been paid, which is confirmed by payment orders available in the case file.

Thus, the services for the maintenance of the equipment of LLC "Company" ALS and TEK "in the period from 01.08.2013 to 31.12.2013 were provided, since the defendant did not provide evidence to the contrary.

In addition, according to the conclusion of the Office of the Federal Service for Supervision in the Sphere of Communications, Information Technology 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" QUANT- TELECOM "was put into operation on 18.11.2013. The specified conclusion was approved based on the results of checking the availability, including the contract of 10.09.2012.

Taking into account the above, the requirements of JSC "QUANT-TELECOM" to collect from LLC

"Company" ALS and TEK "447 267 rubles. 85 kopecks unjust enrichment is not subject to satisfaction.

Since JSC "QUANT-TELECOM" did not confirm the presence of unjust enrichment of LLC "Company" ALS and TEK "in the disputed period, the demand for the recovery of 129 405 RUB. 57 kopecks. interest for the use of other people's funds for the period from 10.01.2013 to 09.09.2016 is not subject to satisfaction.

The link of LLC "Company" ALS and TEK "to the passage of JSC" QUANT-TELECOM "of the limitation period on the demand for the obligation to return the equipment is not taken into account by the court, since the obligation to return the equipment came after the termination of the contract dated 10.09.2012 - from 27.03. 2014, and with the requirements to the court of JSC

"QUANT-TELECOM" contacted 09.09.2016.

The arguments and objections of the parties to the claimed claims, given in the responses, are not taken into account by the court, since they do not refute the validity of the claimed claims, but only express disagreement with them.

According to Art. 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.

Based on the adversarial principle of the parties, enshrined in Art. 9 of the named Code, as well as the provisions of Art. 65 of the Code, a person who has not exercised his procedural rights, including the presentation of evidence, bears the risk of adverse consequences of his failure to perform the relevant procedural actions.

Taking into account the foregoing, the claim of LLC "Company" ALS and TEK "against JSC" QUANT-TELECOM "should be satisfied in terms of collection of 88,500 rubles. debt; RUB 13,922 interest for the use of other people's funds; RUB 1,509 state duty costs. Dismiss the rest of the claim.

Claim of JSC "QUANT-TELECOM" to LLC "Company" ALS and TEK "on the obligation to return the equipment, collect 606 673 rubles. 42 kopecks satisfy in terms of the obligation to return the equipment; collection of 6,000 rubles. state duty costs. Dismiss the rest of the claim.

By virtue of Art. 110 of the Arbitration Procedure Code of the Russian Federation, the costs

of paying the state duty are borne by the parties in proportion to the size of the satisfied claims and are

ALS and TEK - 39,308 rubles, with JSC QUANT-TELECOM - 16,642 rubles.

When filing a claim under payment order No. 859696 dated 04.07.2016 LLC

"The company" ALS and TEK "paid a state duty in the amount of 35,770 rubles to the federal budget.

When filing a claim, QUANT-TELECOM JSC under payment order No. 5556 dated 09.09.2016 paid 34,677 rubles to the federal budget.

According to Part 5 of Art. 170 of the Arbitration Procedure Code of the Russian Federation with full or partial satisfaction of the initial and counterclaims, the operative part of the decision indicates the amount of money to be collected as a result of offset.

Since the claims of LLC "Company" ALS and TEK "and JSC" QUANT-TELECOM "are directed to offset in terms of the collection of state duty, taking into account the declared and satisfied requirements from JSC" QUANT-TELECOM "is subject to collection in favor of LLC" Company "ALS and TEK »1 509 rub. state duty costs, with LLC "Company ALS and TEK is subject to collection in favor of JSC QUANT-TELECOM RUB 6,000. state duty costs.

Taking into account the funds transferred to the federal budget from the LLC

"The company" ALS and TEK "is subject to collection in favor of JSC" QUANT-TELECOM "- 4 491 rubles. state duty costs.

Overpaid by JSC "QUANT-TELECOM" 13 544 rubles. are subject to return to him from the federal budget by virtue of Art. Art. 333.40 of the Tax Code of the Russian Federation.

Guided by Articles 167-171 of the Arbitration Procedure Code of the Russian Federation, the arbitration court

DECIDED:

The claim of the limited liability company "Company" ALS and TEK ", Saratov (OGRN 1026402661108 TIN 6452045336) against the joint-stock company" QUANT-TELECOM ", Voronezh (OGRN 1073667031030 TIN 3662124236) to satisfy in the part of collection 88,500 rubles. debt; RUB 13,922 interest for the use of other people's funds; RUB 1,509 state duty costs.

Dismiss the rest of the claim.

The claim of the joint-stock company "QUANT-TELECOM", Voronezh (OGRN 1073667031030 INN 3662124236) against the limited liability company "Company

"ALS and TEK", Saratov (OGRN 1026402661108 TIN 6452045336) on the obligation to return the equipment, collecting 606 673 rubles. 42 kopecks satisfy in terms of the obligation to return the equipment; collection of 6,000 rubles. state duty costs.

Dismiss the rest of the claim.

Collect from the joint-stock company "QUANT-TELECOM", Voronezh (PSRN 1073667031030 INN 3662124236) in favor of a limited liability company

"Company" ALS and TEK ", Saratov (OGRN 1026402661108 INN 6452045336) 88,500 rubles.

debt; RUB 13,922 interest for using other people's funds.

Dismiss the rest of the claim.

To oblige the limited liability company "Company" ALS and TEK ", Saratov (OGRN 1026402661108 TIN 6452045336) within twenty days from the date of entry into force of the decision to transfer to the joint-stock company" QUANT-TELECOM ", Voronezh (OGRN 1073667031030 TIN 36621242) equipment for fiber-optic transmission system with spectral division SURPASS hiT 7300 (manufactured by Nokia Siemens Networks GmbH & Co, Germany, 2012) in the amount of 2 pcs., including: SRS-2 ANS I chassis - 2 pcs. (No. GYEC1676583 / No. GYEC2677928); CFSU-2 card - 2 pcs. (No. BMC2010379 / No. BMC201380); F80DCI-1 card - 2 pcs. (# BMAD710628 / # BMAD710629); LAVIC-1 card - 2 pcs. (No. BMC2009834 / No. BMC2009748); LAVBC-1 card - 2 pcs. (No. BMCO000322 / No. BMC2009747); card F09MR80-1 - 2 pcs. (No. BMC2010316 / No. BMC2010313); MCP4-1 card - 1 pc. (No. BMC2011039); CCMP-2 card – 1 PCS. (No. BMC2010372); CCSP-1 card - 1 pc. (No. BMC2010323); power supply system Flatpack2 - 1 pc. (No. 121809100162); DELTA FTS 150Ah battery - 4 pcs. (No.VAJ06 / # VAJ07 / # VAJ08 / # VAJ09); floor cabinet 19 "42U 800 × 1000 with Rittal air conditioner - 1 pc. (No. 7820670), located in the access node at the address: Saratov, Bolshaya Kazachya st., 6 (Optical crossover" WEST "); fiber-optic equipment optical transmission system with spectral division SURPASS hiT 7300 (manufactured by Nokia Siemens Networks GmbH & Co, Germany, 2012) in the amount of 1 pc., including: chassis SRS-2 19inch ANSI - 1 pc. (No. GYES2787694); LAVIC-1 card - 2 pcs. (No. BMC1002458 / No. BMC2009780);

CCMP-2 card - 1 pc. (# BMC2010483); power system Flatpack minipack with three rectifiers (manufactured by OOO Eltek, Russia, 2012) - 1 pc .; floor cabinet 19 "42U 600 × 600 - 1 pc. (No. 8931781), located on the territory of the RTPS" Saratov Regional Broadcasting Center "at the address: Saratov region, Ershov, Meliorativnaya street, 32a.

Collect from the limited liability company "Company" ALS and TEK ", Saratov (OGRN 1026402661108 TIN 6452045336) in favor of the joint stock company

"QUANT-TELECOM", Voronezh (PSRN 1073667031030 INN 3662124236) 4 491 rubles.
state duty costs.

Dismiss the rest of the claim.

Issue to the joint-stock company "QUANT-TELECOM", Voronezh (PSRN 1073667031030 TIN 3662124236) a certificate for refund from the federal budget 13,544 rubles. overpaid state duty.

The decision can be appealed to the Nineteenth Arbitration Court of Appeal within a month after its adoption through the court that issued the judgment.

Judge I.V. Kostryukova