



**THE NINTH ARBITRATION COURT OF APPEAL**  
12, Solomennoi storozhki passage, GSP-4, Moscow, 127994  
Web-site: <http://9aas.arbitr.ru>

**RULING**  
**No.09АП-58134/2020**

City of Moscow  
01/12/2020

No.A40-114871/20

Operative part of the Ruling was declared on November 30, 2020.  
The Ruling is fully executed on December 01, 2020.

The Ninth Arbitration Court of Appeal consisting of:

Presiding Judge: I.V. Beketova,

Judges: Zh.V. Potashova, S.L. Zakharova,

with the protocol keeping by the Secretary of the court session S.E. Israfilov,

having considered through open judicial proceeding in the hall No.13 the appeal of the Ministry for Digital Development, Communications and Mass Media of the Russian Federation to the Judgement of the Arbitration Court of Moscow dated 10/09/2020 on the case No.A40-114871/20 upon application of Almi Partner, LLC (INN 5260175562, OGRN 1065260103204) to the Ministry for Digital Development, Communications and Mass Media of the Russian Federation about recognition to be invalid and cancellation of the Order with participation of:

for the applicant: absent, has been notified;

for the defendant: T.B. Dzhumaev under the Power of Attorney dated 28/02/2020;

**HAS DETERMINED:**

Almi Partner, LLC applied to the Arbitration Court of the city of Moscow with an application to the Ministry for Digital Development, Communications and Mass Media of the Russian Federation with a claim to recognize invalid the Order dated 19/11/2019 No.745 in the version approved by the Order of the Ministry for Digital Development, Communications and Mass Media of the Russian Federation dated 19/02/2020 No.80 about exclusion of information about Software Complex "AlterOffice" from the Unified Register of Russian Programs for Electronic Computers and Databases, obligating to restore in the Unified Register of Russian Programs for Electronic Computers and Databases of the details of a registration record dated 24/04/2019 under No.5287, containing information about the Software Complex "AlterOffice" the exclusive rights to which are held by Almi Partner, LLC.

The claims asserted were satisfied by the Judgement of the Arbitration Court of the city of Moscow dated 10/09/2020 passed on this case.

This Resolution of the Ministry for Digital Development, Communications and Mass Media of the Russian Federation was objected by the appeal accepted by the Ruling of the Ninth Arbitration Court of Appeal dated 26/10/2020 for proceeding.

The representative of the applicant, having been notified about the place and time of the judicial proceeding, didn't appear to the court litigation on 30/11/2020. Pursuant to Article 156 of the Arbitration Procedure Code of RF the court proceeding was held in the absence of applicant's representative.

And the applicant sent an application about waiver of the claims asserted in full and termination of the proceeding on the case through kad.arbitr.ru in the Internet in e-form in the manner stipulated by Article 49 of the Arbitration Procedure Code.

Petition about waiver of the claims asserted was signed by A.V. Neklyudov, General Director of Almi Partner, LLC, being under the details of the Unified State Register of Legal Entities a person entitled to act without any power of attorney to act on behalf of the Company.

The representative of the defendant didn't file any objections against acceptance of waiver of the claims asserted.

Having considered the waiver of the stated claims received from Almi Partner, LLC, the Court of Appeal considers it possible to accept it.

Pursuant to paragraph 2 of Article 49 of the Arbitration Procedure Code of RF the plaintiff is entitled to waive of the suit fully or partially before acceptance of the judicial deed, with which the hearing on merits in the arbitration court of the first instance or in the arbitration court of appeal was completed.

And the paragraph 5 of the said regulation stipulates that the arbitration court doesn't accept plaintiff's waiver of the suit, reduction of the amount of the statements of claim, recognition by the defendant of the suit, doesn't approve the amicable agreement of the parties, if it is contrary to the laws or violates the rights of other persons. In these cases the court shall consider the case on the merits.

Taking account of the fact that the waiver of Almi Partner, LLC of the suit doesn't contravene to the laws and doesn't violate the rights of the other persons, the Court of Appeal accepts the waiver of the claims stated.

Pursuant to paragraph 4 of Part 1 of Article 150 of the Arbitration Procedure Code of RF the Arbitration Court terminates the proceeding on the case, if the plaintiff waived of the suit and the waiver was accepted by the Arbitration Court.

In view of the foregoing the judgment of the first-instance court shall be cancelled, and the proceeding on this case shall be terminated.

Pursuant to paragraph 3 of Part 1 of Article 333.40 of the Tax Code of RF the state duty paid shall be repaid in the sum of 50 percent in case of plaintiff's waiver of the suit at the stage of case consideration by the court of appeal.

Consequently, a state duty in the sum of RUB 1,500.00 shall be repaid to the applicant out of the federal budget in connection with waiver of the suit.

In view of the foregoing and based on Articles 49, 110, 150, 266, 268, 269, 270, 271 of the Arbitration Procedure Code of the Russian Federation, the Ninth Arbitration Court of Appeal

**HAS RULED:**

to accept the waiver by Almi Partner, LLC of the claims asserted.

To cancel the Judgement of the Arbitration Court of the city of Moscow dated 10/09/2020 on the case No.A40-114871/20.

To terminate the proceeding on the case No.A40-114871/20.

To repay to Almi Partner, LLC out of federal budget RUB 1,500.00 of state duty paid for filing an application to the court of the first instance.

The Ruling of the Ninth Arbitration Court of Appeal shall come into effect since its acceptance and may be appealed during two months since production in a full version in the Arbitration Court of Moscow district.

The Presiding Judge

I.V. Beketova

Judges

Zh.V. Potashova