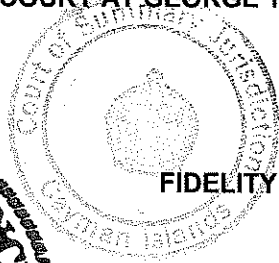


IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC 89 OF 2017

BETWEEN:



FIDELITY BANK (CAYMAN) LIMITED

Plaintiff

AND

MARIO ANTHONY MOYA

Defendant

PLAINT



TO:

Mr. Mario Anthony Moya  
P.O. Box 1213  
Grand Cayman, KY1-1108  
CAYMAN ISLANDS

THIS PLAINT has been issued against you by the above-named Plaintiff in respect of the claim set out on the next page.

Within 14 days after service of this Plaint on you, counting the day of service, you must either satisfy the claim or return to the Court Office, PO Box 495 GT, George Town, Grand Cayman, the accompanying Acknowledgment of Service stating therein whether you intend to contest this action. If you intend to defend the action, in whole or in part, you must set out full particulars of your defence in the space provided in the Acknowledgment of Service form.

If you fail to satisfy the claim or to return the Acknowledgment of Service form containing full particulars of your defence, the Plaintiff may apply for a default judgment without any further notice to you.

Issued this 4<sup>th</sup> day of May 2017

See overleaf for particulars of the Plaintiff's claim

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## PARTICULARS OF CLAIM

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1. The Plaintiff is and was at all material times a company organised and carrying on business pursuant to the laws of the Cayman Islands. The Plaintiff's address for service is care of its attorneys, HSM Chambers, 68 Fort Street, 720 West Bay Road, P.O. Box 31726, Grand Cayman, KY1-1207, Cayman Islands.
2. The Defendant is an individual who resides in the Cayman Islands with a mailing address of P.O. Box 1213, Grand Cayman, KY1-1108, Cayman Islands.
3. Pursuant to a Promissory Note dated 19 March 2013, the Plaintiff agreed to loan to the Defendant the sum of CI\$26,000.00 together with interest at the rate of 17% ("the Promissory Note").
4. The Defendant agreed to the following terms of the Promissory Note:

*"For value received I promise to pay on demand to FIDELITY BANK (CAYMAN) LIMITED or order at its Principal Office George Town, Grand Cayman the sum of KYD 26,000 (TWENTY SIX THOUSAND CAYMAN ISLANDS DOLLARS) together with interest at the rate of 19%."*
5. The Defendant failed to make payments towards the loan to the Plaintiff's satisfaction. On 21 October 2016, the Defendant was personally served with a letter dated 21 October 2016 demanding repayment of the balance in the sum of CI\$15,827.29 ("the Demand"). The Defendant failed to comply with the Demand and the entire balance has become due and owing.
6. The Plaintiff claims contractual interest on the outstanding sum at the rate of 19% per annum in accordance with the terms of the Promissory Note.
7. Alternatively, the Plaintiff claims statutory interest in accordance with the Judicature Law (2013 Revision) and the Judgment Debts (Rates of Interest) Rules, 2010 at such rate and for such period as the Court deems fit.
8. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceeding.

**AND THE PLAINTIFF** claims:

- a) CI\$14,769.30 being the principal sum due as at 2 May 2017;
- b) Pre and post-judgement interest from 22 December 2016 to 2 May 2017 at the rate of 19% per annum in the sum of CI\$1,027.18 and continuing at the rate of CI\$7.68 per diem in accordance with the terms of the Promissory Note;
- c) Costs in accordance with the Summary Court Rules 2004.
- d) Such further and other relief as this Court may deem just.

*HSM Chambers*

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**HSM Chambers**  
Attorneys for the Plaintiff

## **INDORSEMENT**

The principal amount claimed in respect of the debt is CI\$14,769.30 and interest in the sum of CI\$1,027.18 as of the date of filing. The amount of the filing fees to commence the proceeding is CI\$25.00 (US\$30.49). If, within the time for returning the acknowledgement of service, the defendants pay the plaintiff or its attorneys-at-law the total amount claimed in principal, interest and the costs of issuing the Plaintiff, further proceedings will be stayed. The money must be paid to the plaintiff or to its attorneys-at-law.

## **INDORSEMENT REGARDING INTEREST**

1. The contractual rate upon which interest is calculated is as set out in paragraph 4 above ;
2. The prescribed rate of interest is 19% per annum;
3. The date from which interest is payable is 2 May 2017;
4. The amount of interest accruing due each day is CI\$7.68.

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC OF 2017

B E T W E E N:

FIDELITY BANK (CAYMAN) LIMITED

Plaintiff

AND

MARIO ANTHONY MOYA

Defendant

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**ACKNOWLEDGMENT OF SERVICE**

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1. State Defendant's name and address:-

2. State whether the Defendant intends to contest the action.

Yes

No

3. If you do not intend to contest the action, do you want time in which to pay the claim?

Yes

No

4. If you do intend to contest the action, in whole or in part, you must set out full particulars of your defence overleaf.

Service of the Plaintiff is acknowledged accordingly.

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Defendant's Signature

Dated this      day of                      2017.

**See overleaf**

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**PARTICULARS OF DEFENCE**

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1. *[Here set out in numbered paragraphs the grounds upon which the Plaintiff claims that the Defendant is indebted to him or is liable to pay damages to him]*

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Defendant's Signature

**REMINDER -** This form must be taken or sent to the Court Office, PO Box 495, Grand Cayman KY1-1106 within 14 days of receipt otherwise a default judgment may be entered against you.