

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC 117 OF 2018

BETWEEN:



FIDELITY BANK (CAYMAN) LIMITED

AND

DIANNE JANICE VARONA



Plaintiff

Defendant

PLAINT

TO:

Mrs. Dianne Janice Varona
#64 Marina Drive,
Prospect
P.O. Box 2153
Grand Cayman, KY1-1105
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 Plaintiff 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 Acknowledgement 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 7 day of June 2018

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

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, P.O. Box 31726, Grand Cayman, KY1-1207, Cayman Islands.
2. The Defendant is an individual who resides in the Cayman Islands with an address of 64 Marina Drive, Prospect. P O Box 2153 Grand Cayman, KY1-1104, Cayman Islands.
3. Pursuant to a promissory note dated 10 May 2013, the Plaintiff agreed to loan to the Defendant the sum of CI\$30,500.00 together with interest at the rate of 19% per annum ("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 30,500.00 (THIRTY THOUSAND FIVE HUNDRED CAYMAN ISLANDS DOLLARS) together with interest at the rate of 19%."
5. Pursuant to the credit facility letter dated 16 May 2013, the Defendant agreed to repay the principal and interest by monthly instalments of CI\$791.19 per month beginning on 25 June 2013 for a term of 60 months ("the Credit Facility Letter"), otherwise, the loan was repayable on demand.
6. The Defendant failed to make payments towards the loan to the Plaintiff in accordance with the Credit Facility Letter. On 30 September 2017, the Defendant was personally served with a letter dated 19 September 2017 demanding repayment of the arrears in the sum of CI\$1,582.38 failing which the entire balance would become due ("the Demand"). The Defendant failed to comply with the Demand and the entire balance has become due and owing.
7. As at 29 May 2018, the Defendant, pursuant to the terms of the Promissory Note and Credit Facility Letter, owed the Plaintiff the principal sum of CI\$4,244.60 with interest thereon from 30 May 2018 to date in the sum of CI\$64.07 at the rate of 19% per annum and continuing at the rate of CI\$2.08 per diem in accordance with the terms of the Promissory Note.

8. 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.
9. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceeding.

AND THE PLAINTIFF claims:

- a) C1\$4,244.60 being the principal sum due as at 29 May 2018;
- b) Pre and post-judgement interest from 30 May 2018 to date at the rate of 19% per annum in the sum of and continuing at the rate of C1\$2.08 per diem in accordance with the terms of the Promissory Note;
- c) Fixed costs to be assessed pursuant to the Summary Court Rules 2004.
- d) Such further and other relief as this Court may deem just.



HSM Chambers
Attorneys for the Plaintiff

INDORSEMENT

The principal amount claimed in respect of the debt is CI\$4,244.60 and interest in the sum of CI\$198.03 as of the date of filing. The amount of the filing fees to commence the proceeding is CI\$25.00 (US\$30.49) together with a claim for fixed costs of CI\$150 upon commencement of a claim (SCR 11(1)). 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 1 June 2018;
4. The amount of interest accruing due each day is CI\$2.08.

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B E T W E E N:

FIDELITY BANK (CAYMAN) LIMITED

Plaintiff

AND

DIANNE JANICE VARONA

Defendant

ACKNOWLEDGMENT OF SERVICE

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 Plaint is acknowledged accordingly.

Defendant's Signature

Dated this day of 2018.

See overleaf

PARTICULARS OF DEFENCE

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]*

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.