

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC 6 OF 2020

**BETWEEN:**

**TELECOM SOLUTIONS LTD**

**PLAINTIFF**

**AND:**

**ISLAND IN THE SUN LTD T/A SPOTLESS  
JANITORIAL**

**DEFENDANT**

**PLAINT**

To: Island In The Sun t/a Spotless Janitorial  
4 Glazier House Plaza  
Eastern Avenue  
George Town  
Grand Cayman



**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, P.O. Box 495, George Town, Grand Cayman, the accompanying *Acknowledgment of Service* form 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 fail 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 14<sup>th</sup> day of January 2020

**See overleaf for particulars of the Plaintiff's claim.**

**PARTICULARS OF CLAIM**

1. At all material times the Plaintiff carried on a business as a supplier of telecommunication products in the Cayman Islands from 29 Commercial Drive, Airport Industrial Park, PO Box 10793, KY1-1007.
2. On 19 March 2015 the Plaintiff and Defendant entered into a written agreement for the provision by the Plaintiff to the Defendant of products, namely Digicel and Lime mobile telephone credit ("Credit").
3. The terms of the agreement as are relevant to this Plaintiff is that the Defendant would order a monetary sum of Credit and pay this sum to the Plaintiff upon provision of the Credit.
4. During 2017 the Plaintiff provided products to the Defendant and the following invoices were raised.

Date	Item Description	Quantity	Unit Price	Ext. Price
16.08.17	Digicel Inswitch Director Top Up	200	0.97	194.00
16.08.17	Flow Emida CI\$ Direct	200	0.95	190.00
18.08.17	Digicel Prepaid Sims	10	2.00	20.00
18.08.17	Logic Tablet	2	89.00	178.00
18.08.17	Santok Sync 5E 8G Quad Band	2	100.00	200.00
18.08.17	Santok R45i Quad Band	2	24.00	48.00
18.08.17	Logic Bluetooth Speaker	2	20.00	40.00
25.08.17	Logic Tablet	6	89.00	534.00
09.09.17	Digicel Inswitch Director Top Up	1000	0.97	970.00
09.09.17	Flow Emida CI\$ Direct	1000	0.96	964.50
13.09.17	Logic 3D Visual Reality Glass	4	45.00	180.00
13.09.17	Logic 3D Visual Reality Glass	1	45.00	45.00
	Total Amount Due			3,563.50

5. Certain payments were made in relation to the invoices and an account of the sums paid is set out below:

Date	Transaction	Amount (KYD)	Balance (KYD)
16.08.17	Invoice 58172	\$384.00	\$384.00
18.08.17	Invoice 58210	\$486.00	\$876.00
25.08.17	Invoice 58350	\$534.00	\$1,404.00
25.08.17	Payment	-\$200.00	\$1,204.00
09.09.17	Invoice 58715	\$1,934.00	\$3,138.50
12.09.17	Payment	-\$253.00	\$2,885.50
13.09.17	Invoice 58772	\$225.00	\$3,110.50
05.11.18	Payment	-\$50.00	\$3,060.50

6. Despite repeated requests for payment, and in breach of the Agreement the Defendant has failed or refused to pay the balance of the sums owing totaling CI\$3,060.50 which remains due and owing to the Plaintiff.
7. The Plaintiff also claims interest on the said sum.

**STATEMENT REGARDING INTEREST**

8. The Plaintiff seeks pre and post judgment interest from the date that the said sum became due at the rate of 2 $\frac{3}{8}$ % per annum on sum due and owing until payment and in accordance with the provisions of the Judicature Law (2017 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time.
9. Interest is claimed from the 5 November 2018 being from the date of the last payment made to the account.
10. The amount of interest owing at date of issue of this Plaintiff is CI\$86.61.
11. The amount of interest accruing each day following the issue of this Plaintiff is CI\$0.20.

**AND THE PLAINTIFF CLAIMS:**

12. The said sum of CI\$3,060.50
13. Pre and post judgment Interest on the said sum in accordance with the terms of the agreement and the Judicature Law (2017 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time.
14. Costs or alternatively fixed costs in the sum of CI\$500.00 plus filing fees and bailiff's fee for service.

If within the time for returning Acknowledgement of Service the Defendants pay to the Plaintiff Attorneys-at-Law the total amount claimed of CI\$3,060.50 (together with interest and costs of CI\$500.00) all further proceedings will be stayed.

Dated this 14<sup>th</sup> day of January 2020

KSG

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**KSG**

Attorneys for the Plaintiff



## **PARTICULARS OF DEFENCE**

(Here set out in numbered paragraph the grounds upon which the Defendant says that he is not liable to the Plaintiff, or is not liable for the full amount claimed)

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**Defendant's Signature**

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