

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: GC 71 OF 2020

BETWEEN:

COLORJEWELS INC.

AND

THE JEWELLERY FACTORY LTD
T/A THE JEWELRY CENTER



Defendant

WRIT OF SUMMONS

TO: The Jewellery Factory Ltd t/a The Jewelry Center
C/O International Corporation Services Ltd
Harbour Place, 2nd Floor, North Wing
103 South Church Street
P.O. Box 472, George Town
Grand Cayman, KY1-1106
CAYMAN ISLANDS



THIS WRIT OF SUMMONS 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 the service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, PO Box 495, Grand Cayman, KY1-1106, Cayman Islands, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgement within the time stated, or if you return the Acknowledgement without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 14th day of April 2020

NOTE – This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the date of issue unless renewed by order of the Court.

IMPORTANT

Directions for Acknowledgement of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The Plaintiff is and was at all material times a company based in New York, U.S.A engaged in the manufacture and supply of jewellery. The Plaintiff's address for service is care of its Attorneys, HSM Chambers, 68 Fort Street, PO Box 31726, George Town, Grand Cayman, KY1-1207, Cayman Islands.
2. The Defendant is and was at all material times a company incorporated in the Cayman Islands (No. 15971) whose registered office is C/O International Corporation Services Ltd, Harbour Place, 2nd Floor, North Wing, 103 South Church Street, PO Box 472, Grand Cayman KY1-1106, Cayman Islands. The Defendant Company trades as 'The Jewelry Center' and, at all material times, operated as a Jewellery & Souvenirs Retailer.
3. By an oral agreement between Mr. Tarun Dangayach, President of the Plaintiff Company and Mr. Romesh Mirpuri, a Director of the Defendant Company, in or around July 2008, it was agreed that the Plaintiff would supply items of jewellery to the Defendant Company for which the Plaintiff would be paid in accordance with the terms of invoices rendered from time to time (the "Agreement").
4. The following, *inter alia*, were terms of the invoices to which the Defendant agreed:
 - a. that the goods itemised on the invoice were for re-sale only;
 - b. that the Defendant would be liable for all legal fees and costs of collection in the event the invoice was not paid by the due date; and
 - c. that the Defendant would be liable to pay interest at the rate of 2% per month on any overdue amounts.
5. Pursuant to terms of the Agreement, the Plaintiff supplied goods to the Defendant and rendered invoices from time to time, details of which are set out in the table below:

Item	Date of Invoice	Invoice No.	Date Payment Due	Amount of Invoice (USD)	Balance Outstanding (USD)
1.	19 Aug 2016	42596	18 Sept 2016	\$1493.80	\$1493.80

2..	17 Oct 2017	51201	13 Feb 2018	\$17,531.50	\$13,192.95
3.	21 Jan 2018	53447	22 Mar 2018	\$15,833.00	\$15,833.00
4.	21 Jan 2018	53443	21 May 2018	\$10,818.00	\$10,818.00
5.	21 Jan 2018	53446	22 Mar 2018	\$5,189.00	\$5,189.00
6.	25 Jan 2018	53886	25 May 2018	\$24,200.00	\$24,200.00
7.	8 Mar 2018	54327	6 Jul 2018	\$5,650.00	\$5,650.00
8.	25 Feb 2019	62133	26 May 2019	\$12,418.45	\$12,418.45
					Total US\$88,795.20

6. In breach of the Agreement, the Defendant failed to pay the aforementioned invoices as and when due. The Plaintiff has suffered loss and damage as a result.
7. Accordingly, the Plaintiff claims US\$88,795.20 being the balance of the unpaid invoices together with pre- and post-judgment interest in accordance with s.34 of the *Judicature Law (2017 Revision)* and the *Judgment Debts (Rates of Interest) Rules, 2012* at the statutory rate of 2.375% from 27 May 2019 to 14 April 2020 in the sum of US\$1,866.22 and continuing at the rate of US\$5.78 per diem.
8. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceedings.

AND THE PLAINTIFF CLAIMS:

- a) US\$88,795.20 being the principal sum due;
- b) US\$1,866.22 pre- and post-judgment interest in accordance with s.34 of the *Judicature Law (2017 Revision)* and the *Judgment Debts (Rates of Interest) Rules, 2012* from 27 May 2019 to 18 March 2020 at the statutory rate of 2.375% and continuing at the rate of US\$5.78 per diem.
- c) Costs;

d) Such further and other relief as this Court may deem just.

HSM chambers

**HSM Chambers
Attorneys-at-Law for the Plaintiff**

INDORSEMENT

The principal amount claimed in respect of the debt is US\$88,795.20. The amount of the filing fees to commence the proceeding is CI\$200.00 plus ad valorem fees of CI\$645.88. 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 Writ of Summons, further proceedings will be stayed. The money must be paid to the plaintiff or to its attorneys-at-law.

INDORSEMENT REGARDING INTEREST

1. Pre- and post-judgment interest is claimed pursuant to s.34 of the *Judicature Law (2017 Revision)* and the *Judgment Debts (Rates of Interest) Rules, 2012*;
2. The prescribed rate of interest is 2.375% per annum;
3. The date from which interest is payable is 27 May 2019; and
4. The amount of interest accruing due each day is US\$5.78.

This WRIT OF SUMMONS was filed by HSM Chambers, Attorneys-at-Law for the Plaintiff whose address for service is 68 Fort Street, PO Box 31726, George Town, Grand Cayman, KY1-1207, Cayman Islands (ref: 420974-0001)

Acknowledgment of service of writ of summons (O.12, r.3)

**DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS**

1. The accompanying form of *Acknowledgment of Service* should be completed by an Attorney acting on behalf of each Defendant or by each Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, PO Box 495 GT, Grand Cayman.

2. A Defendant who states in his Acknowledgment of Service that he intends to contest the proceedings *must also serve a defence* on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is indorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2), the Defence must be served within 14 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant.

If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.

3. A *Stay of Execution* against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgment of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, *issue a Summons* for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by instalments or otherwise.

***See over for notes for guidance
Please complete overleaf***

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgement of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 14 days for acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (*the name stated on the Writ of Summons*)".
4. Where the Defendant is a **FIRM** and an attorney is not instructed, the form must be completed by a **PARTNER** by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
5. Where the Defendant is sued as an individual **TRADING IN A NAME OTHER THAN HIS OWN**, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
6. Where the Defendant is a **LIMITED COMPANY** the form must be completed by an Attorney or by someone authorised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a **MINOR** or a **MENTAL PATIENT**, the form must be completed by an Attorney acting for a guardian *ad litem*.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.

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Plaintiff

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Defendant

ACKNOWLEDGMENT OF SERVICE OF WRIT OF SUMMONS

If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY.

Important. Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, **THIS FORM MAY HAVE TO BE RETURNED.**

Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

2. State whether the Defendant intends to contest the proceedings (*tick appropriate box*)
 yes no

3. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff (*tick box*).
 yes no

Service of the Writ is acknowledged accordingly

(Signed).....

[Attorney] for
[Defendant in person]
Address for service:

Please complete overleaf

Notes on address for service

Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in person: where the Defendant is acting in person, he must give his post office box number and the physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communication for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

Indorsement by plaintiff's Attorney (or by plaintiff if suing in person) of his name, address and reference, if any, in the box below.

HSM Chambers
68 Fort Street
PO Box 31726
George Town
Grand Cayman KY1-1207
CAYMAN ISLANDS

Ref: 420974-0001

Indorsement by defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below.

[Empty box for defendant's Attorney indorsement]