

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: GC ¹²⁵ OF 2020

BETWEEN:

CARIBBEAN UTILITIES COMPANY LIMITED

Plaintiff

AND

MV CAYMAN LTD.

Defendant



WRIT OF SUMMONS

TO:

MV Cayman Ltd.
C/o G.K. Management Limited,
Suite 1, Artemis House,
#67 Fort Street, George Town,
P.O. Box 10729,
Grand Cayman KY1-1007,
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, P.O. 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 18th of August 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 Defendant is a company incorporated in the Cayman Islands under the Company No. GK-299914 with a registered office of G.K. Management Limited, Suite 1, Artemis House, #67 Fort Street, George Town, P.O. Box 10729, Airport, Grand Cayman KY1-1007, Cayman Islands.
2. The Defendant was first registered and incorporated in the Cayman Islands as a company known as HHG Cayman Ltd. On 25th day of June 2018 the company known as HHG Cayman Ltd. proceeded to change its name from HHG Cayman Ltd. to MV Cayman Ltd. and is now registered as MV Cayman Ltd.
3. At all material times the Plaintiff has been a company engaged in the business of supplying electricity to residential and commercial properties in the Cayman Islands.

Electrical Service Agreement

4. On or around 6 November 2015, the Defendant entered into an agreement with the Plaintiff for the supply of electrical services to the commercial property known as and situate at #269, West Bay Road, Seven Mile Road, Grand Cayman ("the Premises").
5. The Plaintiff confirms that the Defendant signed a Declaration and Agreement when applying for service, agreeing to the Schedule of Rates, the Customer's Handbook – Terms of Service and other terms and conditions of supply being in force from time to time.
6. The Plaintiff opened account number 107455-289618 in the name of the Defendant and duly supplied electricity to the Premises. The account facilitated the use of the electrical services at the Premises.
7. The Defendant defaulted upon the terms of payment for the supply of electricity to the Premises pursuant to the agreement with the Plaintiff and invoices rendered from time to time, by failing to pay for services rendered as and when they fell due pursuant to the agreement and/or invoices rendered.
8. Despite several attempts made to reach an agreement, the Defendant failed to repay the indebtedness to the Plaintiff. As a result, the Plaintiff's Attorneys formally demanded the sums due from the Defendant by serving a formal demand letter, dated 28 July 2020, at the registered offices of the Defendant and personally on Mr. Jonathan Murphy (Director).

9. As at the date of these proceedings, the Plaintiff claims the principal of CI\$199,704.92 plus interest, as per the Terms of Service outlined in the Customer Service Code paragraph 15 as follows:

Finance Charges

"A Finance charge in accordance to the schedule of fees in appendix C will be assessed on overdue customer accounts beyond 60 days. This rate will change from time to time based on the Cayman Islands banks' published prime lending rate plus 3% p.a."

10. Alternatively, the Plaintiff claims interest pursuant to s.34 *Judicature Law (2017 Revision)* and the *Judgment Debts (Rates of Interest) Rules 2012* on all sums due at the rate of 2.38% and to continue at the rate of 2.38%.
11. The Plaintiff claims its costs of these proceedings pursuant to the Terms of Service.
12. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceeding.

AND THE PLAINTIFF CLAIMS:

- a) CI\$199,704.92 being the principal sum due as of 21 July 2020;
- b) Pre and post judgment interest to be charged from 18 August 2020 as per the Terms of Service outlined in the Customer Service Code at the rate of 6.25% and continuing to accrue at CI\$34.20 per diem;
- c) Alternatively, pre and post judgment interest pursuant to s.34 *Judicature Law (2017 Revision)* and the *Judgment Debts (Rates of Interest) Rules 2012* on all sums due at the rate of 2.38% from 18 August 2020 and continuing to accrue at CI\$13.02 per diem;
- d) Costs to be taxed, if not agreed; and
- e) Such further and other relief as this Honourable Court may deem just.

HSM Chambers

HSM Chambers
Attorneys for the Plaintiff

INDORSEMENT

The principal amount claimed in respect of the debt is CI\$199,704.92 as of 21 July 2020. The amount of the filing fees to commence the proceeding is CI\$200.00, plus ad valorem fees of CI\$1,398.52. 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. The contractual terms upon which interest is claimed is as set out in paragraph 10 above;
2. The prescribed rate of interest is 6.25% per annum;
3. The date from which interest is payable is 18 August 2020;
4. The amount of contractual interest accruing due each day is CI\$34.20; and
5. Alternatively, pre and post judgment interest pursuant to s.34 Judicature Law (2017 Revision) and the Judgment Debts (Rates of Interest) Rules 2012 on all sums due at the rate of 2.38% from 18 August 2020, and continuing to accrue at CI\$13.02 per diem.

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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: GC OF 2020

BETWEEN:

CARIBBEAN UTILITIES COMPANY LIMITED

Plaintiff

AND

MV CAYMAN LTD.

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 Attorneys-at-Law 68 Fort Street George Town PO Box 31726 George Town Grand Cayman KY1-1207 CAYMAN ISLANDS Ref: 417737.0333

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

--