

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC OF 2021

B E T W E E N:

CARIBBEAN UTILITIES COMPANY, LTD.

Plaintiff

AND

MARK EDRIN PARCHMENT

Defendant



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PLAINT

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TO:

**Mark Edrin Parchment**  
P.O. Box 79  
Grand Cayman, KY1-1301  
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, P.O. 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        day of April 2021

**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, George Town, 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 79, Grand Cayman KY1-1301, Cayman Islands.
3. At all times the Plaintiff has been a Company registered in the business of supplying electricity to residential and commercial properties.
4. The Defendant entered into an agreement with the Plaintiff on 9 July 2013 for the supply of electricity to the residential property with the address of #10 Edgewater Way, Red Bay, Unit 102, Grand Cayman ("the Premises").
5. The Defendant breached the terms of the repayment with the Plaintiff and despite several requests for payment the Defendant has failed to repay the outstanding sums owing to the Plaintiff.
6. On 9 March 2018, the Defendant signed a Promissory Note with the Plaintiff's attorneys acknowledging the debt and promising to pay CI\$500.00 per month towards the outstanding debt.
7. It was a term of the Promissory Note that the Defendant agreed to, inter alia, the following:
  - a. *"The total principal sum of CI\$4,462.52 shall be payable by the Maker to the Payee by way of monthly instalments of CI\$500.00 per month with the first instalment being paid on or before Friday 30 March 2018 and all subsequent instalments being made on the last working day of each month thereafter until paid in full.*
  - b. *"Interest shall be payable on the same dates as principal is repaid in arrears at the rate of 7.5% per annum. There shall be no penalty for early repayment in full of the principal and interest due at the time of such early repayment of the balance due. Interest hereon shall be calculated on the basis of a 360 day year applied to the actual number of days elapsed."*

8. In accordance with the terms of the Promissory Note dated 9 March 2018, the Defendant has only made one payment in the sum of CI\$500.00 towards the outstanding debt.
9. As of today's date, the Defendant has failed to pay any further instalments as and when due and is therefore in breach of the Promissory Note and the Plaintiff has suffered loss and damage as a result.
10. A Formal Demand Letter for the outstanding sums owing to the Plaintiff was sent by email on 6 May 2020 to the Defendant's attention. A further Formal Demand Letter was personally served on the Defendant on 21 February 2021, formally requesting payment be made towards the delinquent account and that the Defendant contacts the Plaintiff's attorney to arrange a payment proposal.
11. Despite numerous demands for payment being made, the Defendant has failed to clear the outstanding amount owing to the Plaintiff.
12. As of the date of these proceedings, the Defendant remains indebted to the Plaintiff for the outstanding sums owing on the account.
13. Accordingly the Plaintiff claims interest at the rate of 7.5% per annum pursuant to the terms of the Promissory Note dated 9 March 2018.
14. Alternatively, the Plaintiff claims interest in accordance with s.34 of the Judicature Act (2021 Revision) and The Judgment Debts (Rates of Interest) Rules (2021 Revision) and interest to continue at CI\$0.26 per diem until the debt has been paid in full.
15. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceeding.

**AND THE PLAINTIFF claims:**

- a) CI\$3,962.66 being the principal sum due.
- b) CI\$1,630.67 Pre- and post- judgment interest from 11 Feb 2016 to 30 April 2021 at the rate of 7.5% per annum in accordance with the terms of the Promissory Note being CI\$0.81 per diem and interest to continue at CI\$0.81 per diem until the debt has been paid in full.
- c) Alternatively, pre and post judgment interest to be calculated from 11 February 2016 at the rate of 2.38% per annum in accordance with s.34 of the Judicature Act (2021 Revision) and The Judgment

Debts (Rates of Interest) Rules (2021 Revision) and interest to continue at C\$0.26 per diem until the debt has been paid in full.

- d) Costs in accordance with the Summary Court Rules 2004; and
- e) Such further and other relief as this Court may deem just.

*HSM chambers*

**HSM Chambers**  
Attorneys for the Plaintiff

**INDORSEMENT**

The principal amount claimed in respect of the debt is CI\$3,962.66 as of the date of filing. The amount of the filing fees to commence the proceeding is CI\$25.00. The fixed costs applicable upon entry of Judgment are CI\$150.00 pursuant to the *Summary Court Rules 2004*.

If, within the time for returning the Acknowledgement of Service, the Defendant pay the Plaintiff or its Attorneys-at-law the total amount claimed in principal and the costs of issuing the Plaint, 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 term upon which interest is claimed is as set out in paragraph 7 above;
2. The prescribed rate of interest is 7.5% per annum;
3. The date from which interest is payable is 11 February 2016;
4. The amount of interest accruing due each day is CI\$0.81;
5. Alternatively the applicable rate of interest will be 2.38% per annum.

This Plaintiff was filed by HSM Chambers, Attorneys-at-Law for the Plaintiff whose address for service is #68 Fort Street, George Town, PO Box 31726, Grand Cayman, KY1-1207, Cayman Islands (ref:417737-0281)

B E T W E E N:

CARIBBEAN UTILITIES COMPANY, LTD.

Plaintiff

AND

MARK EDRIN PARCHMENT

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 Plaint is acknowledged accordingly.

Dated this     day of                     2021

\_\_\_\_\_  
Defendant's Signature

**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.