



PLAINT

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO.: SC OF 2023

BETWEEN:

ADVANCED LAND HOLDINGS LTD. T/A REFUEL

Plaintiff

AND:

ALVIN AYALA SWABY T/A BLUE WATER TRUCKING SERVICES

Defendant

To the Defendant:

**Block 9A, Parcel 138
324 Sunburst Lane, West Bay
Grand Cayman, 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 date 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 Acknowledge of Service form stating therein whether you intend to contest this action. If you intent to defend the action in whole or in part, you must set out **full particulars of your defence** in the space provided in the Acknowledgement of Service form.

If you fail to satisfy the claim or fail to return the Acknowledgement 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 2nd day of February 2023

See overleaf for particulars of the Plaintiff's claim.

PARTICULARS OF CLAIM

1. The Plaintiff, Advanced Land Holdings Ltd. T/A Refuel (**Refuel**), is a fuel station operating in Grand Cayman, Cayman Islands.
2. The Defendant, Alvin Ayala Swaby T/A Blue Water Trucking (**Blue Water Trucking**), is a sole trader who holds an active business licence for the purposes of owning and operating a fleet of heavy machinery/dump trucks in Grand Cayman, Cayman Islands.
3. On or about 15 October 2021, Blue Water Trucking opened, activated and began operating a “Corporate Fleet” account with Refuel. This account enables certain authorized drivers employed by Blue Water Trucking to pump fuel on credit on an “as needed” basis, which is then invoiced to Blue Water Trucking at the end of each calendar month. Blue Water Trucking also benefitted from a discount on its invoices having registered for a Corporate Fleet Account.
4. On 31 December 2021, Refuel issued itemized Invoice # 177INV21-12 totaling CI\$3,271.16 (the **December 2021 Invoice**) which represented the discounted charge for fuel pumped during the month of December 2021 by authorized drivers of Blue Water Trucking. Pursuant to the Refuel Fleet Account Terms and Conditions, which Blue Water Trucking accepted and agreed to at the time of registering its Corporate Fleet, payment of the December 2021 Invoice fell due 25 days after the date of issue, being 25 January 2022. Despite numerous requests for payment, to date, payment for the December 2021 Invoice remains outstanding and is subject to interest charged at a rate of eight (8%) percent per annum.
5. On 1 August 2022, Refuel sent a letter of demand to Blue Water Trucking by email to bluewatertruckingservices@gmail.com and marcecol1@hotmail.com which are the email addresses given by the Defendant on the corporate account. This letter demanded payment within fifteen (15) days, or 15 August 2022 of the sum of CI\$4,905.67 exclusive of accrued interest, which represented both the December 2021 Invoice and another invoice dated 31 March 2022 for CI\$1,634.51 (Invoice # 177INV22-03) (the **March 2022 Invoice**) exclusive of interest.

6. Having had no response to the 1 August 2022 letter by the stated deadline, on 17 August 2022, Refuel's attorneys, Travers Thorp Alberga (**TTA**), sent a letter before action to Blue Water Trucking by email to the same email addresses as before (**Letter Before Action**). The Letter Before Action demanded the sum of CI\$5,096.58, which represented both the December 2021 Invoice and the March 2022 Invoice, plus accrued interest as at that date by 24 August 2022, failing which legal proceedings would be commenced against Blue Water Trucking.
7. On 26 August 2022, Blue Water Trucking responded to the Letter Before Action by email stating, amongst other things, that they intend to pay the sum of CI\$1,634.51 in settlement of the March 2022 Invoice, and indicated that according to their bank records, they had also paid the amount due in relation to the December 2021 Invoice and attached a statement of activity from their bank itemizing payments made by them to Refuel in support. Following a careful reconciliation of the financial information provided by Blue Water Trucking against the invoices billed to them by Refuel, it was concluded that the relevant December 2021 Invoice remained unpaid.
8. On 19 October 2022, TTA sent another letter before action to Blue Water Trucking (**Second Letter Before Action**) which demanded CI\$5,314.20, which again represented both the December 2021 Invoice and the March 2022 Invoice, plus accrued interest as at that date by 21 October 2022, again failing which legal proceedings would be commenced against Blue Water Trucking. On the same day, Blue Water Trucking responded to the Second Letter Before Action by email stating that they had just paid the March 2022 Invoice (exclusive of accrued interest) by bank transfer. On 24 October 2022, TTA responded to Blue Water Trucking acknowledging receipt of the funds to settle the March 2022 Invoice, and requested the balance be paid on the same day. On 25 October 2022, Blue Water Trucking responded to TTA's email insisting again that according to their bank records, they had paid the December 2021 Invoice already. TTA responded to this requesting proof of that payment, and Blue Water Trucking responded within hours providing the same statement of activity from their bank as before. As above, a careful reconciliation of the financial information provided by Blue Water Trucking against the invoices billed to them by Refuel was conducted and it was again concluded that the relevant December 2021 Invoice remained unpaid.

- 9. On 12 January 2023, TTA sent another letter before action to Blue Water Trucking (**Third Letter Before Action**) which included a table that sets out the Plaintiff's reconciliation of the relevant invoices and payments made, and demanded CI\$3,533.49 representing the December 2021 Invoice plus accrued interest as at that date by 20 January 2023, again failing which legal proceedings would be commenced against Blue Water Trucking.
- 10. On 31 January 2023, TTA sent another letter before action to Blue Water Trucking (**Fourth Letter Before Action**) which echoed the Third Letter Before Action, in that it included a table that set out the Plaintiff's reconciliation of the relevant invoices and payments made, and demanded CI\$3,548.24 representing the December 2021 Invoice plus accrued interest as at that date by 2 February 2023, again failing which legal proceedings would be commenced against Blue Water Trucking.
- 11. As at the date of filing this Plaint, no payment has been received from Blue Water Trucking in relation to the December 2021 Invoice and the sum owed remain due and outstanding.

AND THE PLAINTIFF CLAIMS:

- 1 The sum of CI\$3,549.79 being the invoiced amount due and outstanding inclusive of interest at 8% pursuant to the agreed Terms and Conditions from the respective dates payment fell due to the date of issue of this Plaint.
- 2 Interest at the rate of 2.375% to be assessed.
- 3 Costs of CI\$1,000.00, alternatively costs to be assessed.

Travers Thorp Alberga

**Travers Thorp Alberga
Attorneys-at-Law for the Plaintiff**

Plaintiff's address for service

Travers Thorp Alberga Attorneys-at-Law Harbour Place, 103 South Church Street PO Box 472 Grand Cayman, KY1-1106 CAYMAN ISLANDS Ref: ALP/T0498-004

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs the grounds upon which the Defendants say that they are not liable to the Plaintiffs, or is not liable for the full amount claimed.)

Defendant's Signature

REMINDER-

This form must be taken or sent to the Court Office, PO Box 495, George Town, Grand Cayman, KY1-1106, within 14 days of the receipt otherwise a default judgment may be entered against you.