



**GRAND COURT OF THE CAYMAN ISLANDS**

**CAUSE NO: GC                      OF 2023**

**B E T W E E N:**

**CARIBBEAN UTILITIES COMPANY, LTD.**

**PLAINTIFF**

**AND**

**EXIT STRATEGY LIMITED (1)**

**FIRST DEFENDANT**

**DONOVAN LLOYD KELLYMAN (2)**

**SECOND DEFENDANT**

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**WRIT OF SUMMONS**

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TO:

Exit Strategy Limited  
 Foreshore Corporate Services Ltd  
 5th Floor, Queensgate House  
 113 South Church Street  
 P.O. Box 1994  
 Grand Cayman KY1-1104  
 Cayman Islands

AND      Donovan Lloyd Kellyman  
 P.O. Box 1994  
 Grand Cayman KY1-1104  
 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 8 day of February 2023**

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.

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**STATEMENT 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, PO Box 31726, George Town, Grand Cayman, KY1-1207, Cayman Islands.
2. The First Defendant is a Cayman Islands incorporated company (Company No. 304464) with a registered office address of Foreshore Corporate Services Ltd, 5th Floor, Queensgate House 113 South Church Street, P.O. Box 1994 Grand Cayman KY1-1104 Cayman Islands.
3. The Second Defendant is an individual who resides in the Cayman Islands with a mailing address of P.O. Box 1994 Grand Cayman KY1-1104 Cayman Islands. The Second Defendant is a director of the First Defendant, who signed as Guarantor for the First Defendant.
4. At all times the Plaintiff has been a Company registered in the business of supplying electricity to residential and commercial properties.
5. Pursuant to an agreement dated 20 May 2022 for the supply of electricity to the commercial property with the address 40 Cardinal Avenue 2<sup>nd</sup> and 3<sup>rd</sup> Floor, George Town, Grand Cayman, Cayman Islands (the "Premises").
6. It was an express term of the agreement that the Second Defendant agreed, *inter alia*, to the following:

*It is further agreed that should CUC or the undersigned terminate this service, the undersigned will be liable for all unpaid amounts and authorize CUC to transfer any outstanding amounts to any of the undersigned's active CUC accounts.*

7. Further, the Plaintiff's Customer Service Code contained the terms, inter alia, the following:

*"A finance charge at Cayman Islands banks published prime lending rate plus 3% p.a. will be assessed on overdue customer accounts beyond 60 days. This rate will change from time to time based on the local bank rates. The minimum finance charge is CI\$15.00 per month."*

8. The Plaintiff issued invoices to the Defendants. The total amount due under the invoices is CI\$20,161.54 and was to be paid by 2 November 2022 however, in breach of the agreement, the Defendants have failed to repay the invoices as and when due. The Plaintiff has suffered loss and damages as a result.
9. Pursuant to a demand letter dated 25 November 2022, the Plaintiff demanded from the Defendants all outstanding sums. The demand letter was served on the Defendant's registered office by way of personal service on 25 November 2022.
10. The Defendants responded to the demand letter via email on 29 November 2022 acknowledging that payment is outstanding and stating that the Plaintiff should expect to be updated regularly as to the status of payments. However, no payment has been made to the Plaintiff to date and no further updates have been provided.
11. Notwithstanding the written demands for payment, the Defendants have either failed or neglected to make full payment to the Plaintiff.
12. Accordingly, the Plaintiff claims from the First and Second Defendant the principal sum of CI\$20,161.54.
13. The Plaintiff seeks pre- and post-judgment interest on the principal sum pursuant to the terms and conditions of the agreement at the rate of 7% per month commencing 3 November 2022 and continuing thereafter until the principal is fully settled. At 6 February 2023 this stands at CI\$367.33.

14. Alternatively, the plaintiff claims pre- and post-judgement statutory interest on all sums pursuant to s.34 of the Judicature Law (2021 Revision) and the Judgment Debts (Rates of Interest) Rules, 2021 at the rate of 8.375% for such periods as the Court deems fit.
15. As a result of the above, the Plaintiff is entitled to the relief claimed in these proceedings.

**AND THE PLAINTIFF CLAIMS:**

16. CI\$20,161.54 being the principl sum due;
17. Pre and post judgment interest from 3 November 2022 at the contractual rate of 7% per month in accordance with the terms of the invoices, continuing in the sum of CI\$3.87 per diem.
18. Alternatively, pre- and post-judgment interest pursuant to s.34 Judicature Law (2017 Revision) and the Judgment Debts (Rates of Interest) Rules, 2021 at the rate of 8.375% for such periods as the Court deems fit;
19. Costs to be taxed if not agreed; and
20. Such further cost and other relief as this Court may deem just.

Hsm Chambers

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**HSM Chambers**  
Attorneys for the Plaintiff

**INDORSEMENT**

The amount claimed in respect of the debt is CI\$20,161.54. The amount of the filing fees to commence the proceeding is CI\$200.00 plus Ad Valorem in the sum of CI\$101.62. 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 term upon which interest is claimed is as set out in paragraph 7 above;
2. The prescribed rate of interest is 7% per annum;
3. The date from which interest is payable is 3 November 2022; and
4. The amount of interest accruing due each day is CI\$3.87
5. Alternatively, the applicable statutory rate of interest will be 8.375% per annum.

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: 417737.0374)

No.8

**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

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B E T W E E N:

CARIBBEAN UTILITIES COMPANY, LTD.

PLAINTIFF

AND

EXIT STRATEGY LIMITED (1)

FIRST DEFENDANT

DONOVAN LLOYD KELLYMAN (2)

SECOND 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  
P.O. Box 31726  
George Town  
Grand Cayman KY1-1207  
CAYMAN ISLANDS  
  
Ref: 418890.0052

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