



ARY COURT AT GEORGE TOWN

CAUSE NO: SC OF 2023

B E T W E E N:

ECO HOUSE LTD

Plaintiff

AND

CATALYST HOLDINGS CAYMAN LTD.

Defendant

PLAINT

TO:

Catalyst Holdings Cayman Ltd.
164 Bonnieville Glades
George Town
P.O. Box 378
Grand Cayman KY1-1106
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 8th day of February 2023

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

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, P.O. Box 31726, Grand Cayman, KY1-1207, Cayman Islands.
2. The Defendant is and was at all material times a company incorporated in the Cayman Islands (Company No. 319673) with a registered office address of 164 Bonnieville Glades, P.O. Box 378 Grand Cayman, Cayman Islands.
3. The Plaintiff's business involves providing customers with energy efficient air-conditioning services.
4. There was no formal written contract drawn between the parties to govern the facility by which credit was so advanced, however the terms and conditions of payment were known to the Defendant at all material times and were clarified in writing on the invoices provided to the Defendant. The terms of the invoices were, *inter alia*, as follows:

"Before we begin the job, Eco House will need at least a 50% deposit. It will take up to 1 day to Spray Foam the property. Once the job is completed the customer has up to 1 -2 days to pay the other 50%.

By both parties signing this invoice we have agreed to the following terms and costs and are obligated by contract." (The "Agreement").

5. In performance of the agreement, The Plaintiff provided the following invoices to the Defendant (collectively "the invoices"):

Item	Invoice No.	Date of Invoice	Date Payment Due	Amount (KYD)
1.	0181	22 April 2021	29 April 2021	\$7,800.00
2.	0228	17 May 2021	17 May 2021	\$3,900.00
3.	0269	5 June 2021	10 June 2021	\$3,000.00

4.	0283	18 June 2021	30 June 2021	\$2,250.00
				Total \$16,950.00

6. The total amount due under the invoices is CI\$16,950.00.
7. Pursuant to these invoices, payment was to be made by 30 June 2021 however, in breach of the agreement, the Defendant has failed to repay the invoices as and when due. The Plaintiff has suffered loss and damages as a result.
8. The invoices contained, inter alia, the following terms:
- “Anything exceeding this time frame the customer will be charged an additional 10% of the total invoice per month until the full payment is made.”*
9. Pursuant to a demand letter dated 9 December 2021, the Plaintiff demanded from the Defendant all outstanding sums. The demand letter was served on the Defendant’s registered office by way of personal service and registered mail on 9 December 2021.
10. The Defendant responded to the demand letter via email on 23 December 2021 attaching a letter dated 14 December 2021 acknowledging they were aware that payment was outstanding, however no payment was made.
11. Pursuant to further demand letters dated 21 March 2022 and 6 January 2023, the Plaintiff demanded from the Defendant all outstanding sums. The demand letters were served on the Defendant via email and on the Defendant’s registered office via registered mail on 21 March 2022 and 6 January 2023, respectively.
12. Notwithstanding the written demands for payment, the Defendant has either failed or neglected to make full payment to the Plaintiff. Accordingly, the Plaintiff claims the principal sum of CI\$16,950.00.

13. The Plaintiff seeks pre- and post-judgment interest on the principal sum pursuant to the terms and conditions of the invoices at the rate of 10% per month commencing 1 July 2021 and continuing thereafter until the principal is fully settled. At 2 February this stands at CI\$2,698.07.
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:

- a) CI\$16,950.00 being the principal due;
- b) Pre and post judgment interest from 2 February 2023 at the contractual rate of 10% per month in accordance with the terms of the invoices, continuing in the sum of CI\$4.64 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, 2021* at the rate of 8.375% for such periods as the Court deems fit;
- d) Fixed costs of CI\$175 pursuant to s.11 of 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\$16,950.00 as of the date of filing. The amount of the filing fees to commence the proceeding is CI\$25.00. 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 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 8 above.
2. The prescribed contractual rate of interest is 10% per month.
3. The date from which interest is payable is 1 July 2021.
4. The amount of interest accruing each day is CI\$4.64.
5. Alternatively, the applicable statutory rate of interest will be 8.375% per annum.

This PLAINT 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:421011.0005)

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC OF 2023

B E T W E E N:

ECO HOUSE LTD

Plaintiff

AND

CATALYST HOLDINGS CAYMAN LTD.

Defendant

ACKNOWLEDGMENT OF SERVICE

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 Plaintiff is acknowledged accordingly.

Defendant's Signature

Dated this day of 2023.

See overleaf

PARTICULARS OF DEFENCE

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]*

Defendant's Signature

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