



SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC OF 2023

BETWEEN:

PROVEN BANK (CAYMAN) LIMITED

Plaintiff

AND

DWIGHT JAMES

Defendant

PLAINT

TO: Dwight James  
33 Star Anise Drive  
P.O Box 2282  
Grand Cayman, KY1-1506  
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, 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 28 day of September 2023

**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 Class A Bank 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 Defendant is and was at all material times an individual resident in the Cayman Islands with a mailing address of P.O. Box 2282, Grand Cayman, KY1-1506, Cayman Islands.
3. Pursuant to a credit agreement dated 24 October 2011, a credit facility was agreed between the Plaintiff and the Defendant so that the Defendant could obtain a credit card (the "Credit Agreement"). The terms of the Credit Agreement were, *inter alia*, as follows:
  - a. that the Plaintiff would advance credit to the Defendant;
  - b. that the Defendant would repay a minimum monthly amount of 5% of the advanced credit or US\$50.00, whichever was greater;
  - c. that interest would accrue on the balance at the rate of 18% per annum; and
  - d. that the Defendant would be liable for the Plaintiff's collection costs and legal fees in the event that the Defendant defaulted on the payment terms.
4. The Plaintiff advanced credit to the Defendant from time to time in accordance with the terms of the Credit Agreement.
5. In breach of the Credit Agreement, the Defendant defaulted upon the terms of repayment and the Plaintiff has suffered loss and damage as a result.
6. Pursuant to a demand letter dated 4 May 2021, the Plaintiff demanded from the Defendant the outstanding balance of the credit facility, which letter was served on the Defendant by personal service on 6 May 2021.

7. The Defendant has made payments to the Plaintiff towards his debt since the date of demand in the sum of CI\$950.00, the most recent payment being made on 6 April 2023 in the sum of CI\$250.00, all of which he has been credited for.
8. Accordingly, as at 28 September 2023, the Plaintiff claims the principal sum of US\$8,632.85 together with interest thereon at the contractual rate of 18% per annum and continuing at the rate of US\$4.26 per diem in accordance with the terms of the Credit Agreement.
9. Alternatively, the Plaintiff claims pre- and post-judgment interest in accordance with s.34 of the *Judicature Act (2021 Revision)* and the *Judgment Debts (Rates of Interest) Rules, 2021* at the rate of 8.375% for such period as the Court deems fit.

**AND THE PLAINTIFF CLAIMS:**

- a) The principal sum of US\$8,632.85;
- b) Pre- and post-judgment interest from 28 September 2023 at the contractual rate of 18% per annum and continuing at the rate of US\$4.26 per diem in accordance with the terms of the Agreement;
- c) Alternatively, pre- and post-judgment interest in accordance with s.34 of the *Judicature Act (2021 Revision)* and the *Judgment Debts (Rates of Interest) Rules, 2021* at the rate of 8.375% for such period as the Court deems fit;
- d) Fixed costs of CI\$175 pursuant to the *Summary Court Rules 2004*, alternatively costs to be assessed; and
- e) Such further and other relief as this Court may deem just.

Hsm Chambers

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HSM Chambers  
Attorneys-at-Law for the Plaintiff

**INDORSEMENT**

The principal amount claimed in respect of the debt is US\$8,632.85 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 pursuant to the *Summary Court Rules 2004*.

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 rate of interest is 18% per annum in accordance with the Credit Agreement.
3. The date from which interest is payable is 28 September 2023.
4. The current amount of interest accruing due each day is US4.26.
5. Alternatively the applicable rate of interest will be 8.375% per annum interest in accordance with s.34 of the *Judicature Act (2021 Revision)* and the *Judgment Debts (Rates of Interest) Rules, 2021* at the rate of 8.375% for such period as the Court deems fit.

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: 309430-0365)

IN THE SUMMARY COURT AT GEORGE TOWN

B E T W E E N:

CAUSE NO: SC OF 2023

PROVEN BANK (CAYMAN) LIMITED

Plaintiff

AND

DWIGHT JAMES

Defendant

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ACKNOWLEDGMENT OF SERVICE

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1. State Defendant 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.

Dated this    day of September 2023

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Defendant's Signature

**See overleaf**

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**PARTICULARS OF DEFENCE**

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*[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]*

1.

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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.