



**MARY COURT OF THE CAYMAN ISLANDS**

**CAUSE NO: SC \_\_\_\_\_ OF 2024**

**Telecom Solutions Ltd**

**PLAINTIFF**

**AND:**

**Mr. Oral Masters**

**(Trading As Blue Marlin Restaurant & Bar)**

**DEFENDANT**

**PLAINT**

**TO: Mr. Oral Masters.**

**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 the service of this Complaint on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495GT, George Town, Grand Cayman, KY1-1106, the accompanying Acknowledgment of Service form 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 fail 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 May 2024.

See overleaf for particulars of the Plaintiff's claim.

**PARTICULARS OF CLAIM**

1. The Plaintiff is a company registered in the Cayman Islands which supplies and distributes telecommunication products, including the provision of self-service top-up kiosks and wholesale retailer-operated top-up tablets within independent retail locations, allowing customers to purchase pre-paid 'credit' ("PPC") for use with their existing telecommunication provider.
2. The Defendant is an individual, normally resident in Grand Cayman, Cayman Islands, and a sole trader and operating a Restaurant and Bar located on Eastern Avenue, George Town, Grand Cayman, Cayman Islands, known as 'Blue Marlin Restaurant and Bar'.
3. The Plaintiff agreed to provide and install a self-service top-up device at the Defendant's premises. Customers of the Defendant purchased PPC, making payment directly to Defendant. The Defendant agreed with the Plaintiff that he would pass on the payments that had been received from the Defendant's customers to the Plaintiff, less a retained commission.
4. The Plaintiff submitted the following invoices to the Defendant, identifying the payments due from the Defendant.

<b><u>Invoice Number</u></b>	<b><u>Invoice Date/Receipt</u></b>	<b><u>Invoice Amount (CI\$)</u></b>
000039119	22/06/15	1,425.00
000039120	22/06/15	930.00
000039510	04/07/15	1,900.00
000039511	04/07/15	930.00
000039548	07/07/15	1,900.00
000039806	16/07/15	930.00
000040003	23/07/15	1,900.00
000040434	06/08/15	2,830.00
000040778	19/08/15	1,860.00
000043461	01/12/15	940.00
000043635	07/12/15	940.00
000043887	16/12/15	940.00
000043912	17/12/15	475.00
000043998	21/12/15	475.00
000044197	29/12/15	940.00
000044389	06/01/16	940.00
000044414	07/01/16	475.00
000044635	15/01/16	940.00
000044914	27/01/16	940.00
000045222	05/02/16	940.00
000045435	15/02/16	1,880.00
000046376	18/03/16	940.00
		<b>26,370.00</b>

This PLAINT was filed by Samson Law Associates, Attorneys-at-Law for the Plaintiff whose address for service is 20 Genesis Close, PO Box 2425, Grand Cayman, KY1-1105, Cayman Islands. (ref: Christopher 39-Telecom Solutions Ltd)

5. Payment of each invoice was immediately due upon the Defendant's receipt of each invoice.
6. The Defendant has acknowledged the debt and has made payments in respect of the same, most recently making a payment in part payment of the debt to the Plaintiff on 20 April 2023. The Plaintiff relies upon sections 34(5) and (7) of the Limitation Law (1996 Revision) accordingly.
7. The Plaintiff gives credit for payments received from the Defendant totaling CI\$4,482.53.
8. Despite contacting the Defendant to request payment on multiple occasions, the amounts due from the Defendant to the Plaintiff have not been repaid in full.
9. The Plaintiff waives any claim for damages exceeding \$20,000.
10. Accordingly, the Plaintiff claims liquidated damages in the amount of CI\$20,000 in respect of the Unpaid Invoices, together with pre- and post-judgment interest on those damages in accordance with s.34 of the *Judicature Act (2021 Revision)* and the *Judgment Debts (Rates of Interest) Rules, 2012* at the statutory rate of 2.375%, from 18 March 2016. Interest accrued to 1 May 2024 is claimed in the sum of CI\$3,861.16, continuing to accrue at the rate of CI\$1.30 per diem.

**AND THE PLAINTIFF CLAIMS:**

- (1) Liquidated damages in the sum of CI\$20,000.00;
- (2) Pre- and post-judgment interest on those damages in accordance with s.34 of the *Judicature Act (2021 Revision)* and the *Judgment Debts (Rates of Interest) Rules, 2012* at the statutory rate of 2.375%, from 18 March 2018. Interest accrued to 1 May 2024 is claimed in the sum of \$3,861.16, continuing to accrue at the rate of CI\$1.30 per diem.
- (3) Fixed Costs; alternatively, costs to be assessed.
- (4) Such further or other relief as the Court deems just.

**DATED** this **1st** day of **May 2024**.



**Samson Law Associates**  
Attorneys for the Plaintiff

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO: SC \_\_\_\_ OF 2024

BETWEEN:

Telecom Solutions Ltd

PLAINTIFF

AND:

Mr. Oral Masters

(Trading As Blue Marlin Restaurant and Bar)

DEFENDANT

ACKNOWLEDGMENT OF SERVICE

1. State Defendant's name and address –

[Empty rectangular box for defendant's name and address]

2. State whether the Defendant intends to contest the action.

yes  no

3. If you do intend to contest the action, in whole or in part, you must set out full particulars of your defence overleaf.

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 [ ], 2024.

See Overleaf

This PLAINT was filed by Samson Law Associates, Attorneys-at-Law for the Plaintiff whose address for service is 20 Genesis Close, PO Box 2425, Grand Cayman, KY1-1105, Cayman Islands. (ref: Christopher [redacted]-Telecom Solutions Ltd)

**PARTICULARS OF DEFENCE**

(Here set out in numbered paragraphs the grounds upon which the Defendant says that he is not liable to the Plaintiff, 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 495GT, George Town, Grand Cayman, within 14 days of receipt; otherwise, a default judgment may be entered against you.