



Neutral Citation Number: [2026] CIGC (Civ) 12

IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION

Cause no: G 2025-0260

BETWEEN

CAYMAN ELECTRICAL SUPPLY LTD

Plaintiff

AND

EVERTON VIDAL

1st Defendant

ROWENA VIDAL

Applicant/2nd Defendant

CHAMBERS

Coram: Hon. Mrs. Justice Marlene Carter

Appearances: Mr. George Giglioli of Giglioli & Company for the Plaintiff
Mr. Alex Davies of HSM Chambers for the Applicant/2nd Defendant

Heard: 10 February 2026

Draft Circulated: 2 March 2026

Ruling Delivered: 6 March 2026

Civil Law – Abuse of Process – Jurisdiction of the Grand Court – Summary Jurisdiction Act (2025 Revision) Section 14 – whether litigant barred from bringing claims in the Grand Court below threshold for matters in Civil Jurisdiction of Summary Court as specified in the Schedule

[2026] CIGC (Civ) 12 - Cayman Electrical Supply Ltd v Vidal and Vidal

JUDGMENT**The Application**

1. The Applicant's summons seeks:

- "1) *The proceedings are struck out on the following grounds:*
- a) The Plaintiff's claim is for a debt falling within the definition of Section 14 and the Schedule of the Summary Jurisdiction Act (2025 Revision), therefore the Summary Court has jurisdiction;*
 - b) The Grand Court is forum non conveniens;*
 - c) The present proceedings constitute an abuse of the courts process, designed to circumvent the strict costs cap of SCR R.11(3)(b);*
 - d) The costs and the court time incurred by issuing Grand Court proceedings are excessive and disproportionate to the debt claimed, in breach of the parties' duties to further the overriding objective pursuant to GCR Preamble paragraph 3;*
 - e) There are no exceptional or complicating features to the claim, or any other grounds upon which the Grand Court may accept jurisdiction for a claim of this value.*
- 2) *Alternatively, the Second Defendant has leave to file her Defence by 4 pm on the date 14 days after the court's order on this Summons;*
- 3) *The Plaintiff's attorney shall pay the wasted costs pursuant to GCR O.62 r.11:*
- 4) *Alternatively, the Plaintiff shall pay the Second Defendant's costs on the indemnity basis;*
-"

2. The Plaintiff filed a writ of summons in which it claims the following from the Defendants.

- "1. *CI\$5,877.94*
2. *Interest in the amount of CI\$2,178.82 being interest on the outstanding sums due to the Plaintiff.*
3. *Interest at the rate of 1.5% pursuant to the Plaintiff's terms and conditions set out on the said invoices. Interest accrues daily in the amount of CI\$2.86.*
4. *Provision be made for the Plaintiff's costs pursuant to the terms and conditions of the Account."*

3. The basis of the claim is a personal guarantee which the Plaintiff claims was signed by the Defendants in support of a credit facility extended to the 1st Defendant's business by the Plaintiff.

4. Counsel for the Applicant, [the 2nd Defendant in the action], submitted that Section 14 of the *Summary Jurisdiction Act* (hereinafter “*SJA*”) grants the Summary Court jurisdiction in respect of proceedings, causes or matters specified in the Schedule. Such matters include debt or damage claims in contract or tort which do not exceed \$20,000. The instant claim is one in which the total claim is much less than \$20,000 and therefore it should have been brought in the Summary Court.
5. Counsel for the Applicant submits that as a matter of law the Summary Court has sole jurisdiction for matters specified in the Schedule relating to contract or tort (or both) or in respect of trespass to land. He submits that this does not mean that the Grand Court cannot hear other claims, outside contract, tort or trespass to land, where the amount claim is less than \$20,000.
6. Counsel for the Applicant concedes that the *SJA* does not expressly exclude the Grand Court’s jurisdiction. However, Counsel submitted that the language of the *SJA* was not permissive and any matters falling within the Schedule thereof must be diverted into the summary jurisdiction. Counsel submits that there is no other interpretation of the provisions in the *SJA*, read with the Schedule and Section 11 of the Grand Court Act.
7. Counsel pointed to the many public law considerations, raising as examples the difference in fee structures for filing documents and the hardship a litigant in person may find in having to defend a matter filed in the Grand Court unlike the simpler procedures in the Summary Court. Counsel noted that this route opened access to justice by allowing small claims to be heard and quickly adjudicated upon by a Magistrate.
8. Counsel for the Respondent [the Plaintiff in the instant action] submitted, in reply, that there was nothing in the *Grand Court Act* or *Grand Court Rules* which prohibits a litigant from bringing a claim for recovery of a debt, as his client had done in this matter, was sufficient answer to the application. Counsel emphasized the jurisdiction of the Grand Court as a court of unlimited jurisdiction and pointed to instances in the Grand Court Rules which recognized that the Grand Court could entertain claims which were less than \$20,000.00, the limit to the value of claims in the *SJA*. In this regard counsel drew the court’s attention to the following:

“1.3 The Court Fees Rules 2023 and the Second Schedule thereto are both permissive of, and anticipate, claims of less than \$10,000 being filed before the Grand Court:

‘Ad valorem fees

4.(1) In addition to the fixed fee prescribed by paragraph 1 of the First Schedule, a person seeking to issue a writ indorsed with a claim for debt or liquidated demand in accordance with Grand Court Rules Order 6, Rule 2(b) in connection with a proceeding commenced in the Civil Division shall pay an ad valorem fee calculated in accordance with the scale set out in paragraph 1 of the Second Schedule...’’

“1.4 The Grand Court Rules also anticipate and provide for claims of less than \$10,000 (and even \$2,000). See GCR O.62, r.7)

‘Claim for fixed costs (O.62 r.7)

7(1) Where a writ is indorsed with a claim for a liquidated sum only, it may include a claim for fixed costs on the following scale –

(a) The sum of \$50 where the principal sum claimed does not exceed \$2,000;

(b) The sum of \$250 where the principal sum claimed exceeds \$2,000 but does not exceed \$10,000;

(c) The sum of \$500 where the principal sum claims exceed \$10,000, plus in each case the prescribed fee paid upon issue of the writ;

(2) Where a writ is indorsed with a claim of the kind mentioned in O.13, rr 2,3, or 4 and O.19, rr 3,4, or 5, it may include a claim for fixed costs in the sum of \$250.’’

Court’s considerations and findings

9. The basis of the present application to strike out the Plaintiff’s claim is not one that this court would have before it in the usual course because the course of action taken by the Plaintiff for the recovery of a debt of C\$5,877.94 is unlikely. However, the issue for determination is not the likelihood of such a course being undertaken, but whether any legal provision prohibits it.

10. The relevant section of the *Summary Jurisdiction Act (2025 Revision)* (the “SJA”) is as follows:

“Civil Jurisdiction

14. Notwithstanding any other law, the jurisdiction of the courts in civil cases and matters shall be exercised by a magistrate sitting alone and, in addition to any jurisdiction conferred by any other law for the time being in force, the courts shall have jurisdiction in respect of any proceedings, causes or matters specified in the Schedule, and may also exercise any power or jurisdiction in respect of any other civil cause or matter which is expressed under any law to be exercisable by or to be within the jurisdiction of a court of summary jurisdiction or a magistrate.’’

11. The Schedule to the SJA states:

[2026] CIGC (Civ) 12 - Cayman Electrical Supply Ltd v Vidal and Vidal

Schedule**Civil Jurisdiction of the Court**

1. ..
2. *Any proceedings, whether arising in contract or tort (or both) or in respect of trespass to land, where the debt or damage claimed does not exceed twenty thousand dollars and in which no question of title to any real property arises.*
3. ..
4. ..”

12. Section 14 is an enabling section in respect of the Summary Court’s civil jurisdiction. It defines the scope of the jurisdiction within which the Summary Court resides and to which it is confined.
13. The Grand Court is a court of unlimited jurisdiction. The jurisdiction of the Grand Court is found in Section 11 of the Grand Court Act. (“GCA”).

“11. The Court shall be a superior court of record and, in addition to any jurisdiction heretofore exercised by the Court or conferred by this or any other law for the time being in force in the Islands, shall possess and exercise, subject to this and any other law, the like jurisdiction within the islands which is vested or capable of being exercised in England by –

- a. Her Majesty’s High Court of Justice; and*
- b. The Divisional Courts of that Court,*

As constituted by the Senior Courts Act, 1981 [UK Act] and any Act of the Parliament of the United Kingdom amending or replacing that Act.”

14. This jurisdiction of the Summary Court is endorsed without reference to the Grand Court. There is no provision in the *SJA* which seeks to limit the jurisdiction of the Grand Court even in the civil matters for which the Summary Court does enjoy jurisdiction. The effect of the argument advanced by counsel for the Applicant is that the *SJA* could restrict the jurisdiction of the Grand Court by implication. Counsel for the applicant suggested that while the *SJA* may not in terms “limit” the jurisdiction of the Grand Court, the natural meaning of Section 14 of the *SJA*, of the words, “*Notwithstanding any other law...the Summary Court shall have jurisdiction...*” and the corresponding words in Section 11 of the Grand Court Act, “*subject to...any other law*” could be interpreted as leaving room for the Summary Court, in effect, absorbing some of the jurisdiction of

the Grand Court and the statute therefore designating the matters set out in the Schedule as being within the sole jurisdiction of the Summary Court.

15. I am not convinced that the language of the *SJA*, read plainly, does purport to do as counsel submits. Section 14 states clearly and precisely what the Summary Court can do. It sets out the kind of claims which could positively be made before that court. There is no basis for implication. If, as counsel for the Applicant submits, the Grand Court were to be restricted by its provisions, the legislation, the *SJA*, would have so stated. The provisions in the *SJA* do not expressly limit the jurisdiction of the Grand Court. It would be extraordinary if it purported to do so.
16. Counsel for the Applicant could point to no law or rule which precludes a litigant from bringing a matter for the recovery of a debt where the amount of the claim is less than \$20,000.00 before the Grand Court. As counsel for the Respondent states:

“It is therefore submitted a Plaintiff may elect to issue proceedings before the Grand Court for claims less than \$20,000 upon paying the fees prescribed in the Court Fees Rules 2023 of the Grand Court the GCR. There is no lower threshold to the Grand Court’s jurisdiction. Upon electing to proceed in the Grand Court any fixed fees are governed by GCR O.62, r.7.”

17. I agree with this submission. While the Summary Court has jurisdiction in proceedings where the debt or damage does not exceed 20,000, there is still the option of proceeding in the Grand Court. There are of course cost implications, however, if a litigant is mindful of these and proceeds, he does so in full knowledge that costs would be greater than what may be awarded if he fails in his claim, compared to those which would be adjudged in the Summary Court.
18. The submission of abuse of process is unfounded in one sense¹. As the Respondent states:

“This is not the misuse of legal proceedings for an improper purpose. The Plaintiff has issued proceeds to recover a debt from the guarantors of the debtor. To date, D2 has not filed any defence or put forward any defence to the Plaintiff’s claim. A

¹ The applicant also submitted that the deliberate circumvention of the SCR costs regime by issuing a small claim in the Grand Court and obtaining Default Judgment (without judicial scrutiny) which ordered that the full “contractual costs” be paid by the recipient should also be seen constituting an abuse of process.

default judgment has been obtained against D1, and that is in the process of being enforced.”

19. This is a claim for CI\$5,877.94. The issues are not complex and while from one perspective the importance of a matter to a claimant is always evident from the fact of filing the claim itself, the case does not present features of distinct importance. I bear in mind, in this latter respect, that the Grand Court is a court of unlimited jurisdiction and as such there does not need to be any exceptional or complicated features or other grounds upon which the Grand Court may accept jurisdiction for a claim, even of this more limited value.
20. There are policy objectives and advantages in pursuing a claim in contract or tort in the Summary Court, principally the lower costs of issuing proceedings and simpler processes and procedures. Counsel for the Applicant also highlighted the summary procedures:

“10. SC designed to be faster “summary” procedure designed with small claims in mind:

- (a) No discovery or other directions, simple list for mention, and directions to trial if debt is disputed;*
- (b) Informal, flexible style of proceedings, led by Magistrate;*
- (c) Save costs, court time and court administration time;*
- (d) Fees are significantly lower (Court Fees Rules):*
 - (i) CI\$25 to issue Plaintiff in SC, no charge for affidavits, Defence, order, etc*
 - (ii) CI\$200 for Writ in the GC, CI \$200 for Defence, CI\$100 per order, CI\$100 per interlocutory application, CI\$25 per affidavit etc.*
 - (iii) The GC fees accumulated are disproportionate to the sums claimed in the present case;*
- (e) Obvious policy reasons why smaller claims are mandated to be heard in the Summary Court.*
 - (i) Increase in access to justice.”*

21. There are also advantages to proceeding in the Grand Court as highlighted by counsel for the Respondent in his submissions. Counsel noted that the Plaintiff elected to bring this matter before the Grand Court because it was entitled to have its case resolved with reasonable expedition and because the Grand Court procedure is more streamlined. Counsel pointed to the fact that a Plaintiff could apply for summary judgment in the Grand Court whereas in the Summary Court once a defendant files a notice of intention to defend; the summary court matter is listed for trial after at least one mention. On the issue of costs, the Grand Court Rules prescribe the fixed costs a plaintiff

- electing to issue proceedings is entitled to and on taxation the court/taxing officer has a broad discretion as to the awarding of costs. If deemed appropriate, costs could be awarded pursuant to the Summary Court Rules.
22. I have considered whether with the above in mind the justice of the case requires that the court order a stay of the writ in this case with direction that the Plaintiff institutes the claim in the Summary Court. This is the course endorsed by counsel for the Applicant.
23. The UK County Courts Act 1984 at Section 40 provides that the High Court may order the transfer of any proceedings before it to a County Court, such order to be made either on the Court's own motion or on the application of any party to the proceedings. Neither the *Grand Court Act* nor the *Summary Jurisdiction Act* contains a corresponding provision allowing for the transfer of a matter from the Grand Court to the Summary court in civil proceedings, nor the more draconian aspect of Section 40 which states that if the court is satisfied that the person bringing the proceedings knew, or ought to have known of the requirement for the matter to be commenced in the lower court, the High Court may order that the matter be struck out.
24. The course adopted by the Plaintiff in this case cannot be encouraged. Unless there is good reason, claims in respect of contract or tort (or both) or in respect of trespass to land where the debt or damage claimed does not exceed twenty thousand dollars and in which no question of title to any real property arises should be brought in the Summary Court. The summary procedure comes from a premise that litigants will be willing to devote limited resources to a claim with a small monetary value. Small claim procedures are inexpensive and uncomplicated, and therefore much better suited to achieve a proportionate resolution of the dispute. The administrative burden of the Grand Court, having to deal with a low-value matter as in the instant case highlights a plaintiff not sufficiently mindful of the court's finite time and resources.
25. The Overriding Objective and of its powers of case management at each stage of the court process is always relevant. Furthering the overriding objective includes:

"1.2 Dealing with a cause or matter justly includes as far as practicable –

.....

"(d) dealing with the cause or matter in ways which are proportionate-

- (i) To the amount of money involved;*
- (ii) To the importance of the case; and*
- (iii) To the complexity of the issues."*

26. I am not minded to strike the claim. The law does not go so far as to prevent the claim being brought in the Grand Court. However, taken into consideration the overriding objective as set out above, the fact that the claim is well below the limit for matters that can be brought in the Summary Court and the obvious policy considerations for confining claims of this sort, without any distinguishing feature in law or fact that may have necessitated the claim being brought in the Grand Court, to the Summary Court, I will order that should the Plaintiff be successful in his claim, his costs are confined to those recoverable within the Summary Court jurisdiction.
27. The Applicant/2nd Defendant has also filed an application for leave to serve a defence out of time. The 2nd Defendant shall have 10 days from the date of the order on the instant application to file her defence to the action.
28. The Applicant/2nd Defendant shall have 50% of her costs of the instant application to be taxed if not agreed.



Hon. Mrs. Justice Marlene Carter
Judge of the Grand Court