

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. _____ OF 2022

BETWEEN: **INTER CARIBBEAN SHIPPING LTD** **PLAINTIFF**

AND: **CAYCEM TRADING LIMITED** [formerly known as
Caycem (Cayman) Limited and Caycem Limited] **DEFENDANT**



WRIT OF SUMMONS AND STATEMENT OF CLAIM

TO: **CAYCEM TRADING LIMITED**
c/o The Registered Office of Caycem Trading Limited
International Corporation Services Ltd
P.O. Box 472
Harbour Place, 2nd Floor, North Wing,
103 South Church Street
George Town, Grand Cayman KY1-1106
Cayman Islands

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim indorsed hereon and attached hereto.

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, P.O. Box 495G, George Town, Grand Cayman, the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment 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 1st day of June 2022.

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 Acknowledgment of Service are given with the accompanying Form 8.

STATEMENT OF CLAIM

1. The Plaintiff is a Cayman Islands company registered in the Cayman Islands which provides transportation services of aggregate from and to various countries (hereinafter referred to as "shipping transportation services").
2. The Defendant is a company registered in the Cayman Islands which has engaged the Plaintiff to provide shipping transportation services at various times since about 2019.
3. In 2020 the Plaintiff rendered four invoices to the Defendant for providing shipping transportation services in the total sum of US\$219,260.42. To date the Defendant has only paid some of the invoices leaving an unpaid balance due to the Plaintiff of **US\$176,641.62**.

A schedule of all the invoices rendered and balances which remain unpaid is particularised in the table below:

Type	Date	Num	Due Date	Open Balance	Amount
Caycem (Cayman) Limited					
Invoice	08/17/2020	849	09/17/2020	53,046.20	72,875.00
Invoice	10/09/2020	888	10/09/2020	38,750.00	38,750.00
Invoice	10/28/2020	65052	11/28/2020	53,348.00	53,348.00
Invoice	11/04/2020	65045	12/03/2020	31,497.42	54,287.42
Total Caycem (Cayman) Limited				176,641.62	219,260.42
TOTAL				US\$176,641.62	US\$219,260.42

4. The Plaintiff has made numerous requests for payment of the unpaid balance due to the Plaintiff of US\$176,641.62 but the Defendant has failed to pay the balance due or any part thereof.
5. On 18 October 2022, the Plaintiff's attorneys-at-law sent a letter before action to the Defendant at its registered office requesting payment of the outstanding balance due of US\$176,641.62 but the Defendant has ignored the request for payment and failed to pay the balance due or any part thereof.

AND THE PLAINTIFF CLAIMS against the Defendant:

- (1) The principal sum of **US\$176,641.62**.
- (2) Costs of the Plaintiff's attorneys-at-law in giving legal advice and issuing these proceedings in the Grand Court of the Cayman Islands in the sum of **CI\$5,291.00 [US\$6,452.44]** to date and continuing costs.
- (3) Costs of Court Filing Fees (CI\$200) and ad valorem fees (CI\$1,024.23) for issuing these proceedings in the Grand Court of the Cayman Islands in the total sum of **CI\$1,324.23 [US\$1,614.91]**.
- (4) Further or alternatively, interest on such sums as may be recovered by it pursuant to section 34 of the Judicature Act (2021 Revision) and sections 4 and/or 5 of the Judgment Debts (Rates of Interest) Rules (2021 Revision) (as amended from time to time) or at such rate and/or for such period as the Court finds to be just or alternatively equitable interest under the inherent jurisdiction of the Court.
- (5) Further or other relief.
- (6) Costs pursuant to the Judicature Act (2021 Revision) and to the Cayman Islands Grand Court Rules – Volume 1 (2022 Consolidation).

If, within the time for returning the Acknowledgement of Service, the Defendant pays the total principal sum claimed of US\$176,641.62 and the Court filing fees of US\$1,614.91 and legal costs to the date of the filing of the Writ and Statement of Claim of US\$6,452.44, all further proceedings will be stayed. The total amount of money due and owing of **US\$184,708.97** must be paid to the Plaintiff or the Plaintiff's Attorney. The Plaintiff reserves its position in relation to the payment of interest generally in the event that the Defendant fails to pay the sum of US\$184,708.97 forthwith.

DATED this 11th day of November 2022

Ritch & Conolly LLP

RITCH & CONOLLY LLP
Attorneys-at-Law for the Plaintiff

This Writ and Statement of Claim was issued by Ritch & Conolly, Attorneys-at-Law, for and on behalf of the Plaintiff herein whose address for service is that of 5th Floor, Queensgate House, 113 South Church Street, P.O. Box 1994, George Town, Grand Cayman KY1-1104.

Form 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 the Defendant or by the Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495G, George Town, Grand Cayman.

2. A defendant who states in the Defendant's Acknowledgment of Service that the Defendant 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 that Defendant's defence within the appropriate time, the Plaintiff may enter judgment against the Defendant 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 the Defendant intends to apply for a stay, execution will be stayed for 14 days after that Defendant's Acknowledgment, but the Defendant must, within that time, issue a Summons for a stay of execution, supported by an affidavit of the Defendant's 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 Acknowledgment of Service and return it to the Courts Office.
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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 the Defendant.
 3. Where the Defendant is sued in a name different from the Defendant's own, the form must be completed by the Defendant 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 that Partner's name.
 5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN THAT PERSON'S OWN, the form must be completed by the Defendant with the addition in paragraph 1 of the description "trading as (.....)" after that Defendant's 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.



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AND: CAYCEM TRADING LIMITED [formerly known as Caycem (Cayman) Limited and Caycem Limited] DEFENDANT

ACKNOWLEDGMENT OF SERVICE OF WRIT OF SUMMONS

If you intend to instruct an Attorney to act for you, give that Attorney 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 the Defendant 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

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, the Defendant must give the Defendant's post office box number and the physical address of the defendant's residence or, if the Defendant does not reside in the Cayman Islands, the Defendant must give an address in Grand Cayman where communications for the Defendant 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 that Plaintiff's name, address and reference, if any, in the box below.

<p>Ritch & Conolly LLP PO 1994 Queensgate House 113 South Church Street Grand Cayman KY1-1104 Cayman Islands cbridges@rc.com.ky</p>
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Indorsement by defendant's Attorney (or by defendant if suing in person) of that defendant's name, address and reference, if any, in the box below.

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GCR 1995 (Revised)

