



SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC OF 2023

BETWEEN:

ANGELLO ROYE

Plaintiff

AND:

GREGORIO CANTILLANO t/a GRK Construction

Defendant

PLAINT

To the Defendant: PO Box 1498 GT
George Town
Grand Cayman
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 Complaint on you, counting the day of service, you must either satisfy the claim or return to the Court Office, PO Box 495, Grand Cayman KY1-1106, Cayman Islands, 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 7 day of February 2023

See overleaf for particulars of the Plaintiff's claim.

PARTICULARS OF CLAIM

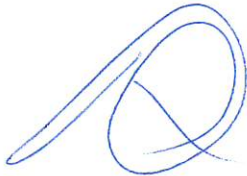
1. The Plaintiff is the owner of a property known as Apartment 2 Cherry Palms, 26 Cherry Tree Drive, Breakers, Grand Cayman, Block 52 Parcel 83.
2. The Defendant is a contractor who at all material times held himself out to be a professional roofer individually and/or trading as GRK Construction.
3. On 29 September 2022, the Defendant provided a quote for roof work services, namely the supply and installation of 2554 sq ft of 0.32 standing seam roofing at 26 Cherry Tree Drive. The price of the materials and labour was agreed at \$13,800. It was agreed that a 50% down payment would be paid by the Plaintiff prior to work commencing and work would commence upon payment of the Down Payment. The balance would be payable by the Plaintiff upon satisfactory completion of the project (the **Agreement**).
4. On Monday 3 October 2022, the Plaintiff paid to the Defendant the sum of \$6,900 representing a 50% down payment, as agreed (the **Down Payment**). The sum was paid by bank transfer from the Plaintiff's Scotiabank account to the Defendant's Butterfield Bank account number 1361278710017 in the name of 'Gregorio Cantillano'. The bank account details had been supplied by the Defendant to the Plaintiff by whatsapp message on Friday 30 September 2022.
5. The Plaintiff tried to contact the Defendant on many occasions by telephone and whatsapp messages between the date of the Down Payment and the date of this **Plaint**. The messages sought updates asking when the work would begin. Many of these calls and messages went unanswered and, when they were answered, the Defendant was evasive on each occasion and failed to give any indication when the work would begin.
6. In breach of the Agreement, the Defendant has failed to provide any materials or to perform any service under the Agreement. To date, no materials have been supplied by the Defendant and no work whatsoever has been undertaken by the Defendant pursuant to the Agreement or at all.
7. The Plaintiff has lost all trust and faith that the Defendant will perform his obligations pursuant to the Agreement. On 3 December 2022, the Plaintiff messaged the Defendant requesting a full refund of the Down Payment on the basis that the Defendant had failed to perform his duties under the Agreement and continued to be evasive.
8. On 14 December 2022, the Plaintiff wrote a letter before action to the Defendant requesting a full refund of the Down Payment by 4pm Wednesday 21 December 2022, failing which the

Plaintiff intended to file a claim in the Summary Court seeking an order for payment of the same.

9. The Defendant has failed to repay the Down Payment, or any part thereof and has not performed any of his obligations under the Agreement.

AND The Plaintiff claims:

- (i) The sum of CI\$6,900.00;
- (ii) Interest on the sum payable at a rate of 2% pursuant to the Judgment Debts (Rate of Interest) Rules (2021)
- (iii) The Plaintiff's costs to be assessed.
- (iv) Any further and/or alternate relief this Honourable Court may deem just.



Plaintiff

Plaintiff's address for service:

318 Mahogany Way, Prospect
PO Box 1126 GT
Grand Cayman
Cayman Islands

TO: The Clerk of the Court

AND TO: The Defendant

This PLAINT was issued by the Plaintiff, whose address for service is: 318 Mahogany Way, Prospect, PO Box 1126 GT, Grand Cayman, Cayman Islands

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

BETWEEN:

CAUSE NO. SC OF 2023

ANGELLO ROYE

Plaintiff

AND:

GREGORIO CANTILLANO t/a GRK Construction

Defendant

ACKNOWLEDGMENT OF SERVICE

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 on the overleaf.

Service of the Plaintiff is acknowledged accordingly.

Defendant's Signature

Dated this _____ day of _____, 2023

See Overleaf

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs the grounds upon which the Defendants says that they are not liable to the Plaintiff, for the full amount claimed)

Defendant's Signature

REMINDER -

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