



IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC OF 2023

B E T W E E N:

**PROVEN BANK (CAYMAN) LIMITED
 (FORMERLY
 KNOWN AS FIDELITY BANK (CAYMAN) LIMITED)**

Plaintiff

AND

DESMOND ANTHONY MILLER

Defendant

PLAINT

TO:

Desmond Anthony Miller
 125 Mount Pleasant Road
 P.O. Box 202
 Grand Cayman KY1-1301
 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 8 day of August 2023

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

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. By a Certificate of Incorporation of Change of Name, the Plaintiff changed its name from Fidelity Bank (Cayman) Limited to PROVEN Bank (Cayman) Limited on 28 July 2022.
3. The Defendant is an individual who resides in the Cayman Islands with the mailing address P.O. Box 202, Grand Cayman KY1-1301, Cayman Islands.
4. Pursuant to a Credit Facility Letter dated 2 November 2021 and Promissory Note dated 2 November 2021, the Plaintiff agreed to advance to the Defendant CI\$11,000.00 plus interest thereon of at the rate of 14% per annum to be repaid by monthly instalments over a term of 36 months or, in the alternative, upon demand (the "**Loan Agreement**").
5. In breach of the Loan Agreement, the Defendant failed to pay the monthly instalments as and when due. Accordingly, the Plaintiff by its attorneys issued a Formal Demand letter dated 11 April 2023, which was personally served on the Defendant on 13 April 2023, demanding the payment of the arrears within 7 days of the date of service of the Demand Letter, failing which, the entire balance of the Loan Agreement would become due and owing.
6. The Defendant failed to comply with the Formal Demand and the Plaintiff suffered loss and damage as a result. Accordingly, the Plaintiff claims the sum of CI\$8,785.84 under the Loan Agreement, comprised of principal of CI\$8,217.07 and accrued interest at 7 August 2023 of CI\$568.77 (the "**Debt**").
7. The Plaintiff also claims pre- and post-judgment interest on the principal sum at the contractual rate of 14% per annum from 8 August 2023 and continuing at the rate of CI\$3.16 per diem in accordance with the terms of the Loan Agreement.
8. 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 Revision)* at the rate of 8.375% for such period as the Court deems fit;

AND THE PLAINTIFF CLAIMS:

- a) The Debt of CI\$8,785.84;
- b) Pre- and post-judgment interest on the principal sum from 8 August 2023 at the contractual rate of 14% per annum and continuing at the rate of CI\$3.16 per diem in accordance with the terms of the Loan 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 Revision)* at the rate of 8.375% for such period as the Court deems fit;
- d) Costs; and
- e) Such further and other relief as this Court may deem just.

HSM Chambers

HSM Chambers
Attorneys-at-Law for the Plaintiff

INDORSEMENT

The amount claimed in respect of the debt is CI\$8,785.84 as of the date of this 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\$150.00 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, interest and the costs of issuing the Writ of Summons, 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 4 above;
2. The prescribed rate of interest is 14% per annum;
3. The date from which interest is payable is 8 August 2023; and
4. The amount of interest accruing due each day is CI\$3.16.

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: 309430-0424)

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PROVEN BANK (CAYMAN) LIMITED FORMERLY
KNOWN AS FIDELITY BANK (CAYMAN) LIMITED

Plaintiff

AND

DESMOND ANTHONY MILLER

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 overleaf.

Service of the Plaintiff is acknowledged accordingly.

Dated this day of 2023

Defendant's Signature

See overleaf

PARTICULARS OF DEFENCE

[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.

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.