



IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2023

BETWEEN:

MARQUEE PLAZA LTD

PLAINTIFF

AND:

BLISS LIVING AND YOGA LTD

DEFENDANT

WRIT OF SUMMONS

TO: Bliss Living and Yoga Ltd of 107 Mary Street, PO Box 10117, George Town, Grand Cayman, Cayman Islands, APO.

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff, of Po Box 10335, Grand Cayman, Cayman Islands, KY1-1003 in respect of the claims set out on the next page.

Within 14 days after service of this Writ on you counting the day of service, you must either satisfy the claim or return to the Courts Office, P.O. Box 495, George Town, Grand Cayman, KY1-1106, Cayman Islands the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgement within the time stated, or if you return the Acknowledgement without stating therein any intention to contest the proceedings, the Plaintiffs may proceed with the action and judgment may be entered against you forthwith without further notice.

NOTE this Writ may not be served later than 4 calendar months beginning with the date of original issuance unless renewed by order of the Court

IMPORTANT

Directions for the Acknowledgement of service are given with the accompanying form.

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STATEMENT OF CLAIM

Introduction

1. The Plaintiff is Marquee Plaza Ltd ("**MPL**") a company and the registered owners of Registration Section West Bay Beach South, 12E, Parcel 106 (the "**Property**"). The Property is comprised of commercial premises which MPL rents to various occupants.
2. The Defendant is Bliss Living and Yoga Ltd ("**Bliss**"), a duly incorporated resident Cayman Islands Company operating a Yoga Studio and retail store.

The Tenancy

3. Around November 2012, Bliss entered into occupation as tenants of premises within the property commonly known as Units I, J and P Marquee Plaza (the "**Premises**") pursuant to the terms of a Lease agreement dated 1 November 2012 (the "**Lease**").
4. The Lease was entered into between Sunshine Land Ltd and Bliss and was registered bearing instrument number 11371/12.
5. The Lease contains the following additional material covenants:

- 5.1 Bliss would pay rent by equal monthly payments in advance on the 1st day of each month (Clause 2).
 - 5.2 The rent was subject to an annual increase (Clause 2).
 - 5.3 Bliss would pay as additional rents all payments to be made to the Landlord in connection with outgoings (Clauses 2 and 3.3)
 - 5.4 The Landlord could elect, at its option to treat any over holding as a tenancy at will or a trespass (clause 4.9).
 - 5.5 If the Landlord elects to treat a holding over as a tenancy at will, such tenancy at will would be on the terms of this Lease, mutatis mutandis, which the Landlord may (subject to any valid requirements of any applicable law) terminate without cause at any time upon giving the Tenant written notice of termination (Clause 4.9).
 - 5.6 If the Landlords elects to treat a holding over as a trespass, in addition to other remedies, the Landlord may require Bliss to pay double rent in accordance with section 12 of the Landlords and Tenants Law (1998) (Clause 4.9)
 - 5.3 If Bliss failed to pay the Rent or any other sum due within 10 days of the due date, the Tenant shall pay interest at 4% above the US dollar lending prime rate of Butterfield Bank (Cayman) Limited on the sums due, to be calculated daily and compounded monthly (Clause 1.1).
 - 5.4 Bliss would pay the Landlord's legal fees and disbursements (on a full indemnity basis) reasonably and properly incurred for the purpose of recovery or attempted recovery of rental arrears (Clause 3.19).
6. By Deed of Assignment dated 21 June 2022 Sunshine Land Ltd, assigned all of its rights in Lease held at the Property and to rental income derived to MPL.
 7. On or about 22 June 2022, Sunshine Land Ltd transferred its interest in the Property to MPL for good consideration.

8. The Lease expired 31 October 2016 and was not renewed.
9. Between 1 November 2016 and 1 August 2023, Bliss were holding over and occupied the Premises under the terms of a periodic tenancy on the same conditions as that in the Lease, at the option of the Landlord (the "**Tenancy**").

The Debt

10. By way of letter from MPL's agents, namely, Plum, dated 1 July 2022, Bliss was given notice that if it wished to remain in occupation of the Premises, it would be required to enter into a formal lease agreement, at a rent of US\$60.00 per square foot, to commence 1 August 2022.
11. With full knowledge and understanding of the new rental rate Bliss remained in occupation of the Premises beyond 1 August 2022.
12. On 17 February 2023 and Mr. Andrews of Plum gave a notice of termination, which required Bliss to vacate by 31 March 2023. The covering email from Mr. Andrews made clear that a significant rental arrears debt was due. This was not disputed by Bliss in reply.
13. On 31 March 2023, Bliss vacated the Premises.

Primary Claim

14. At the time of vacation, Premises Bliss had failed to fully pay the rent, maintenance fees and other charges due from 1 August 2022 under the terms of the Tenancy.
15. As at 23 August 2023, Bliss is indebted to MPL in the total sum of US\$ 35,621.27 (the "**Debt**"). A statement of account is appended to this Statement of Claim.
16. Despite demands Bliss has refused to pay the Debt and MPL has suffered loss and damage.

Trespass

17. In the alternative, MPL was entitled to opt to treat Bliss occupation of the Premises as trespass in accordance with Clause 4.9 and claims damages from 1 August 2022

Legal Expenses

18. By reason of Bliss' breaches default, MPL has incurred legal expenses.

Particulars of Loss

As at the date of issue of the Writ the MPL has incurred the following reasonable expenses: -

(a) Professional fees and disbursements – Nelsons US\$ 5,989.62

Interest

19. MPL claims and is entitled to interest on the sums due by Bliss at 4% above the US dollar lending prime rate of Butterfield Bank (Cayman) Limited on the sums due, to be calculated daily and compounded monthly.

20. In the alternative, MPL claims pre and post judgment interest on the Debt from at a rate of 2 3/8% per annum calculated pursuant to the Judicature Act (2021 Revision) and the Judgment Debt (Rates of Interest) Rules, as amended.

THE PLAINTIFFS THEREFORE CLAIM:

- (1) US\$ 41,610.89 or such other sum as may be found due.
- (2) In the alternative, damages for trespass to be assessed.
- (3) Interest pursuant to clause 1.1 of the Lease on any sums awarded by the Court or in the alternative, in accordance with s.34 of the Judicature Act (2021 Revision) and the Judgment Debts (Rates of Interest) Rules as amended from time to time;
- (4) Indemnity Costs pursuant to Clause 3.19 of the Lease.
- (5) Such further and other relief as this Honourable Court may seem just.

If, within the time for returning the Acknowledgment of Service, the Defendant pay the total amount claimed of **US\$ 41,610.89** further proceedings will be stayed. The money must be paid to the Plaintiff or its Attorney.

DATED at Grand Cayman this 23rd day of August 2023



Nelsons
Attorneys for the Plaintiff

THIS WRIT OF SUMMONS AND STATEMENT OF CLAIM is issued by Nelsons., Attorneys-at-Law, for the Plaintiff, whose address for service is that of its said attorneys at 31 The Strand, P.O. Box 30069, Grand Cayman KY1-1201 Cayman Islands.

TO: The Clerk of the Grand Court

AND TO: The Defendant

Marquee Plaza

STATEMENT

Bliss Living and Yoga Ltd
janellekroon@hotmail.com
Unit I, J and P

Statement Date
31 Aug 23

Marquee Plaza Ltd
C/O Plum Property Management
CAYMAN ISLANDS

Date	Activity	Reference	Invoice Amount	Payments	Balance USD
01 Apr 22	Opening Balance				0.00
01 Jul 22	Invoice # INV-0021	July 2022 Rent	13,735.17		13,735.17
15 Jul 22	Overpayment	Payment on account		13,735.17	0.00
01 Aug 22	Invoice # INV-0057	August 2022 Rent	17,657.50		17,657.50
29 Aug 22	Overpayment	Payment on Account		13,735.17	3,922.33
31 Aug 22	Invoice # INV-0321	Interest charge	39.98		3,962.31
01 Sep 22	Invoice # INV-0070	September 2022 Rent	17,657.50		21,619.81
12 Sep 22	Overpayment	Payment on Account		13,735.17	7,884.64
30 Sep 22	Invoice # INV-0322	Interest charge	77.77		7,962.41
01 Oct 22	Invoice # INV-0097	October 2022 Rent	17,657.50		25,619.91
10 Oct 22	Overpayment	Payment on Account		12,612.50	13,007.41
31 Oct 22	Invoice # INV-0323	Interest charge	132.57		13,139.98
01 Nov 22	Invoice # INV-0109	November 2022 Rent	17,657.50		30,797.48
01 Nov 22	Overpayment	Payment on Account		12,612.50	18,184.98
30 Nov 22	Invoice # INV-0324	Interest charge	179.36		18,364.34
01 Dec 22	Invoice # INV-0135	December 2022 Rent	17,657.50		36,021.84
05 Dec 22	Overpayment	Payment on Account		12,650.00	23,371.84
31 Dec 22	Invoice # INV-0325	Interest charge	238.20		23,610.04
01 Jan 23	Invoice # INV-0157	January 2023 Rent	17,657.50		41,267.54
24 Jan 23	Overpayment	Payment on Account		9,873.17	31,394.37
24 Jan 23	Overpayment	Payment on Account		15,059.52	16,334.85
31 Jan 23	Invoice # INV-0326	Interest charge	166.48		16,501.33
01 Feb 23	Invoice # INV-0172	February 2023 Rent	17,657.50		34,158.83
28 Feb 23	Invoice # INV-0327	Interest charge	314.45		34,473.28
01 Mar 23	Invoice # INV-0204	March 2023 Rent	17,657.50		52,130.78
01 Mar 23	Overpayment	Payment on Account		12,650.00	39,480.78

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Date	Activity	Reference	Invoice Amount	Payments	Balance USD
31 Mar 23	Invoice # INV-0328	Interest charge	302.95		39,783.73
31 Mar 23	Credit Note # CN-0275	Forfeit Security Deposit	(9,756.10)		30,027.63
27 Apr 23	Invoice # INV-0239	Bliss Signage & Sticker Removal	4,200.00		34,227.63
30 Apr 23	Invoice # INV-0329	Interest charge	337.59		34,565.22
31 May 23	Invoice # INV-0330	Interest charge	352.28		34,917.50
30 Jun 23	Invoice # INV-0331	Interest charge	344.39		35,261.89
31 Jul 23	Invoice # INV-0332	Interest charge	359.38		35,621.27
Balance Due USD					35,621.27

PAYMENT ADVICE

Payments can be made via online transfer using the information below:

Marquee Plaza Ltd
 Fidelity Bank (Cayman)
 USD Account: 1011-3173

Please reference your name and invoice number (e.g. Business Ltd INV 0001)

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BLISS LIVING AND YOGA LTD

DEFENDANT

ACKNOWLEDGMENT OF SERVICE OF WRIT OF SUMMONS

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

Address for service:

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, he must give his post office box number and the physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communications for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

Indorsement by Plaintiffs' Attorney (or by Plaintiffs if suing in person) of his name, address and reference, if any, in the box below.

Nelsons
Attorneys at Law
PO Box 30069
802 West Bay Road
Grand Cayman KY1-1201
Attn: C Flanagan
Ref: 5340-00003

Indorsement by Defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below.

[Empty box for Defendant's Attorney indorsement]

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 495, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgment of Service that he 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 his defence within the appropriate time, the Plaintiff may enter judgment against him 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 he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, *issue a Summons* for a stay of execution, supported by an affidavit of his 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

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.
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 him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him 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 his name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS OWN, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his 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.