



IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. G OF 2024

BETWEEN:

EMBANKMENT INVESTMENTS LTD

PLAINTIFF

AND:

ABBI-GAYLE PHURAN

DEFENDANT

WRIT OF SUMMONS

TO: Abbi-Gayle Phuran of C/O CP Attorneys, PO BOX 561, Unit 118 Elizabethan Square, Shedden Road, George Town, Grand Cayman, KY1-1602, Cayman Islands

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff of c/o Ocorian Trust (Cayman) Ltd, Winward 3, Regatta Office Park, Grand Cayman in respect of the claims set out on the next page.

Within fourteen (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 495 GT, George Town, Grand Cayman, the accompanying Acknowledgement of Service stating therein whether you intend to contest this action.

If you fail to satisfy the claim or to return the Acknowledgement of Service within the time stated, or if you return the Acknowledgment 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.

Issued this 08 day of March 2024.

NOTE this Writ may be served later than 4 calendar months beginning with the date of original issuance unless renewed by the Court.

IMPORTANT

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

This **WRIT** was filed by Nelsons whose address for service is The Grand Pavilion, 802 West Bay Road, PO BOX 30069, Grand Cayman KY1-1201, Cayman Islands. (Ref: CF/5397-03)

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STATEMENT OF CLAIM

The Parties

1. The Plaintiff is Embankment Investments Ltd (“EIL”) a company engaged in, amongst other things, property holding. The Plaintiff is and was at all material times the registered proprietor of the Property at #6 Elizabeth Villas, 81 Old Crewe Road, George Town, Grand Cayman, Cayman Islands (the “Property”).
2. The Defendant is Abbi-Gayle Phuran, a former tenant of the Property.

The Agreement

3. By the terms of a written Lease Agreement dated 5th June 2023, the Plaintiff by way of their agent REM Services Ltd (the “Agent”), agreed to Lease the premises to the Defendant for a period of 12 months for the rental amount of CI\$2,500 per month (the “Lease”).

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4. The Lease contained the following material terms:
- a. The tenancy is for a period of 12 months, commencing 01 July 2023 and ending on 30 June 2024 (Clause 1).
 - b. The rental amount shall be the sum of CI\$2,500 per month payable in advance on the first day of each month for the duration of the term of the Lease (Clause 2).
 - c. The tenant shall pay a deposit of CI\$2,700 prior to the commencement of the Lease, to be held by the Landlord as security for the due performance of the Tenant of their obligations under the Lease. The Landlord already held the sum of CI\$2,350 and the balance of CI\$350 is due on the commencement of the term (Clause 4).
 - d. The tenant will be responsible for the electricity, water, TV/Internet and telephone utility bills (Clause 5).
 - e. In the event that rent is not paid by 5pm on the 5th business day of the month, a late fee of CI\$30 per day will be charged (Clause 6).
 - f. Should the tenant decide to terminate the Lease early, he will be liable for rent until such time as a new tenant moves in and an administration fee of CI\$450 is incurred (Clause 9).
 - g. In any legal action, the prevailing party shall be entitled to all costs incurred, including a reasonable attorney's fee (clause 21).
 - h. If Rent or charges remain unpaid for 14 days, a 14-day notice to vacate (the "Notice") will be issued (Clause 6). Further, if the tenant fails to pay the rent or any other charge required to be paid by the tenant, the Landlord may serve a notice in accordance with s56 of the Registered Land Law (2018 Revision) ("RLL") (clause 23).

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- i. Any Notice under the Lease shall be in writing and deemed sufficiently served if sent to the premises or by email, with service being deemed within five (5) days after the date posted (Clause 30).
5. The Defendant confirmed her agreement to the terms of the Lease by endorsing her signature to the final page and initialing each page of the Lease on 21 June 2023. The Lease was countersigned by the Agent on 29 June 2023.
6. The Defendant has breached the terms of the Lease in that she:-
 - a. Made only a partial rent payment of CI\$1,200 on 7th July 2023 and failed to pay the remaining CI\$1,300 due for that month;
 - b. Failed to pay the additional security deposit of CI\$350 pursuant to Clause 4 as it fell due on 01 July 2023, or at all;
 - c. Further, she failed to make any payments to the rent due on 01 August 2023, 01 September 2023 and 01 October 2023, incurring further arrears of CI\$7,500;
 - d. Failed to pay the late charges that have accrued pursuant to Clause 6 as a result of her failure to make rental payments further to paragraphs 5 (a) and (c) above, totalling CI\$7,380 to the date of the Writ;
 - e. Left the premises in an unclean state of disrepair that required a professional cleaning company to deep clean the premises at an additional cost of CI\$561;
 - f. Failed to pay the water utility bill as it fell due, leaving a sum outstanding of CI\$1,975.61 at 31 October 2023,
7. The Plaintiff served a Notice to vacate on the Defendant on 08 September 2023 terminating the Lease in accordance with s56 Registered Land Law (Revised) (the "Notice"). The Plaintiff applied the security deposit of CI\$2,150 to the rental arrears on 30 September 2023.

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8. The Defendant vacated the Property on or about 15 September 2023. A new tenant moved into the property on 01 November 2023.
9. By reason of the Defendant's failure to comply with the terms of the Lease, the Plaintiff has suffered loss and damage and seeks to enforce its rights against the Defendant in accordance with the terms of the Lease.

Particulars of Loss

Rental Payments

10. The Plaintiff has suffered in the amount of the Rent Arrears being CI\$11,730 at 31 October 2023.
11. The Plaintiff is entitled to the payment of the Rent Arrears in full.

Payments due pursuant to the Lease

12. The Defendant is liable to pay and the Plaintiff is entitled to receive the further sum of CI\$2,536.61, being unpaid utility bills of \$1,975.61 and cleaning charges of \$561 due under the Lease.

Late Fees due

13. The Plaintiff is CI\$30 per day late fees on the Charges that remain unpaid. Late charges incurred from 07 July 2023 to the date of this Writ (246 days) amount to CI\$7,380.
14. Further, the Plaintiff seeks and is entitled to interest pursuant to section 34(1) of the Judicature Act (2021 Revision) from and to such dates, and in such amounts, and at such rates, as this Honourable Court thinks just.

Legal Expenses

15. By reason of the Defendant's breach of the Lease the Plaintiff has incurred legal expenses for which the Defendant is, in accordance with Clause 21 is required to pay.

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

Professional fees and disbursements – Nelsons Attorneys-at-Law – CI\$5,099.50

Such loss is expected to continue to date of trial. Full and further particulars of which will be provided in advance of trial.

AND THE PLAINTIFF CLAIMS:

- (1) CI\$26,746.11.
- (2) Late Charges of CI\$30 per day from the date of the Plaintiff to the date Judgment is entered.
- (3) Interest at such rate from such date and on such amount as this Honourable Court thinks just.
- (4) Costs on an indemnity basis pursuant to Clause 21.
- (5) Such further and/or other relief as this honourable Court deems appropriate.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of **CI\$26,746.11** together with costs and interest, further proceedings will be stayed. The money must be paid to the Plaintiff or their Attorney.



Nelsons
Attorneys for the Plaintiff

Plaintiff’s address for service:

Nelsons, The Grand Pavilion, 802 West Bay Road, Grand Cayman, Cayman Islands.

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ACKNOWLEDGEMENT OF SERVICE

1. State Defendant's name and Address:

2. State whether the Defendant intends to contest the action (tick box)

YES

NO

3. If you do not intend to contest the action, do you want time in which to pay the claim? (tick box)

YES

NO

4. If you 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.

Defendant's Signature

Dated this _____ day of _____ 2024

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.

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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: 5397-03

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]

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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

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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.

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