



AND COURT OF THE CAYMAN ISLANDS
- SERVICES DIVISION

CAUSE NO: FSD

OF 2025 (RAJ)

IN THE MATTER OF THE COMPANIES ACT (2025 REVISION)
AND IN THE MATTER OF BARBICAN TRIAD LIMITED

WINDING UP PETITION

To the Grand Court

The humble petition of Brook Green Supply Limited with its registered office address at 245 Hammersmith Road, London, England, W6 8PW (**Petitioner**) shows that:-

A. Introduction

1. The Petitioner presents this petition for:
 - (a) the winding up of Barbican Triad Limited (**Company**) pursuant to section 92(d) of the Companies Act (2025 Revision) (**Companies Act**) on the grounds that the Company is insolvent and unable to pay its debts; and
 - (b) the appointment of John Paul Royle and Margot MacInnis of Grant Thornton Specialist Services (Cayman) Limited, 2nd Floor, Century Yard, Cricket Square, Grand Cayman, Cayman Islands KY1-1102 as joint official liquidators of the Company.

B. The Company

2. The Company was incorporated as an exempted company on 20 November 2013 under the laws of the Cayman Islands with registration number 282871.
3. The Company's registered office is at H&C Corporate Services Limited, P. O. Box 1569, 6th Floor Athena Tower, 71 Fort Street, George Town, Grand Cayman KY1-1110, Cayman Islands.
4. As far as the Petitioner is aware:
 - (a) the Company is a real estate holding company and its main asset is a leasehold property situated in the United Kingdom, known as The Triad, Stanley Road, Bootle, L69 9HB (**Property**);
 - (b) the Company carries on business in the United Kingdom;
 - (c) the sole director of the Company is David Christopher Mondey; and
 - (d) the Company is not a licensed or registered entity with the Cayman Islands Monetary Authority.

C. The Petitioner

5. The Petitioner is a private limited company incorporated under the laws of the United Kingdom with registration number 09910619.
6. The Petitioner's registered office is at 245 Hammersmith Road, London, England, W6 8PW.
7. The Petitioner carries on business in the United Kingdom as an energy supplier.

D. Particulars of the Debt

8. Pursuant to the terms of a contract entitled 'Electricity Supply Contract – Quote' and an appended document entitled 'Terms and Conditions for the Supply of Gas and/or Electricity for Industrial and Commercial Customers' provided by the Petitioner to the Company dated 26 January 2022, which the Company duly accepted and agreed on 28 January 2022 and the Petitioner duly accepted and agreed on 31 January 2022, the Petitioner agreed to supply electricity services to the Company at the Property (**Services**) in consideration for which the Company would pay fixed or default rate energy charges, additional charges, taxes and levies (**Agreed Charges**) (**Agreement**).
9. Pursuant to the terms of the Agreement:
 - (a) Clause 4.1 provides that the Company shall pay for all electricity supplied to the Property for the duration of the Agreement in accordance with the Agreed Charges.
 - (b) Clause 4.10 provides that the Petitioner shall be entitled to issue an invoice to the Company for each calendar month for the Agreed Charges payable during that period and, unless agreed otherwise, the total amount set out in each invoice shall be paid within 10 working days of the date of the invoice.
 - (c) Clauses 4.16 and 4.16.2 provide that if for whatever reason the Petitioner does not receive full payment of the amount set out in any invoice by the due date, the Petitioner shall be entitled to recover from the Company the amount of any costs it incurs in seeking to obtain payment from the Company of the relevant overdue amount.
10. Between 6 April 2023 and 5 August 2024, the Petitioner issued 39 invoices to the Company for the provision of the Services in accordance with the terms of the Agreement, in the total sum of GBP 103,386.50 (**Invoices**). As at the date of this petition, all of the Invoices remain unpaid.

11. The Petitioner has also incurred fixed legal costs of GBP 11,115.95 plus Value Added Tax (**VAT**) of GBP 2,223.19 (total of GBP 13,339.14) in seeking to recover payment of the unpaid Invoices (**Fixed Costs**). As at the date of this petition, the Fixed Costs remain unpaid.

E. The Statutory Demand

12. On 3 March 2025, the Petitioner caused to be served on the Company by hand at its registered office an original hard copy of a statutory demand (**Statutory Demand**). The Statutory Demand demands payment by the Company to the Petitioner of the sum of GBP 127,147.16 (**Demand Debt**) or for the Company to secure or compound for it to the Petitioner's satisfaction. The Demand Debt relates to the sum owing under the Invoices and the Fixed Costs save that:
 - (a) an invoice included in the Demand Debt in the sum of GBP 14,247.01 has been credited in full by the Petitioner and is therefore no longer outstanding;
 - (b) 5 additional invoices totalling GBP 1,602.30 were omitted from the Demand Debt but remain outstanding and are therefore now sought by the Petitioner; and
 - (c) VAT of GBP 2,223.19 is owing in respect of the fixed legal costs of GBP 11,115.95 which was omitted from the Demand Debt but is now sought by the Petitioner.
13. The Company has for a period of 21 days following service of the Statutory Demand, failed to dispute the Demand Debt or neglected to pay the Demand Debt, or to secure or compound for the same to the satisfaction of the Petitioner.
14. The Company is accordingly deemed to be unable to pay its debts pursuant to section 93(a) or (c) of the Companies Act.

F. Relief Sought

15. In the premises, the Company is insolvent and should be wound up in accordance with sections 92(d) of the Companies Act. The Petitioner relies on sections 93(a) and/or (c) of the Companies Act.

Your Petitioner humbly pray(s) that:-

- (1) The Company be wound up in accordance with section 92(d) of the Companies Act.
- (2) John Paul Royle and Margot MacInnis of Grant Thornton Specialist Services (Cayman) Limited, 2nd Floor, Century Yard, Cricket Square, P.O. Box 1044, Grand Cayman, Cayman Islands KY1-1102 be appointed as joint official liquidators of the Company (**JOLs**).
- (3) The JOLs be authorised to act jointly and severally in their capacity as liquidators of the Company.
- (4) The JOLs shall not be required to give security for their appointment.
- (5) The JOLs be authorised to exercise any of the powers conferred on them by the Court pursuant to Part II of the Third Schedule of the Companies Act without further sanction or intervention of the Court.
- (6) The JOLs be authorised to carry out any act or exercise any power considered by them to be necessary or desirable in connection with the liquidation of the Company and the winding-up of its affairs and to prevent the dissipation of the assets of the Company and its subsidiaries in any jurisdiction, including: to investigate the affairs of the Company and to take steps to locate, demand and secure cash held by the Company in all bank accounts in the Cayman Islands and elsewhere.

- (7) No disposition of the Company's property by or with the authority of the JOLs in carrying out their duties and functions and exercise of their powers shall be voided by virtue of section 99 of the Companies Act.
- (8) The JOLs be authorised to take any such action as may be necessary or desirable to obtain recognition of the JOLs and/or their appointment in the United Kingdom and to make applications to the relevant court for such purposes.
- (9) The JOLs shall have power to engage staff in the Cayman Islands and United Kingdom (whether or not as employees of the Company) to assist that person in the performance of that person's functions.
- (10) The JOLs have the power to appoint agents in the Cayman Islands and United Kingdom to do any business contemplated by this order which they are unable to do themselves or which can more conveniently be done by an agent.
- (11) The JOLs be at liberty to appoint counsel, attorneys, and/or any other professional advisors, whether in the Cayman Islands or the United Kingdom as they may consider necessary to advise and assist them in the performance of their duties and on such terms as they may think fit and to remunerate them out of the assets of the Company.
- (12) The remuneration and expenses of the JOLs shall be paid out of the assets of the Company.
- (13) The JOLs be at liberty to pay themselves (up to 80% of the JOLs' remuneration pending approval by the Court), their agents, employees, attorneys, solicitors and whomsoever else they may employ or instruct, remuneration and costs, and for the avoidance of doubt, all such payments shall be made as and when they fall due out of the assets of the Company as expenses of the liquidation.
- (14) The JOLs be at liberty to apply generally to the Court to make such orders for regulating the future conduct of the affairs of the Company as the Court shall see fit.

- (15) The Petitioner's costs of and incidental to the Petition shall be paid out of the assets of the Company as an expense of the liquidation, such costs to be taxed on the indemnity basis if not otherwise agreed with the JOLs.
- (16) Such further or other relief, orders or directions be granted as the Court deems appropriate.

AND your Petitioner will ever pray etc.

Dated the 21st day of May 2025



McGrath Tonner LLP

Attorneys for the Petitioner

NOTE: This Petition is intended to be served on the Company

This Petition was presented by McGrath Tonner LLP, whose address for service is 5th Floor Genesis Building, P.O. Box 446, George Town, Grand Cayman, Cayman Islands, KY1-1106 (Attorneys for the Petitioner)

NOTICE OF HEARING

TAKE NOTICE THAT the hearing of this petition will take place at the Law Courts, George Town, Grand Cayman, on ^{9:00a.m.}13 October 2025 at ~~10.00am~~.

Any correspondence or communication with the Court relating to the hearing of this petition should be addressed to the Registrar of the Financial Services Division of the Grand Court at PO Box 495, Grand Cayman, KY1-1106, telephone 345 949 4296.