



IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: G244 of 2025

**IN THE MATTER OF THE UTILITY REGULATION AND COMPETITION ACT (2024
REVISION)**

**AND IN THE MATTER OF A FINAL ADMINISTRATIVE DECISION OF THE UTILITY,
REGULATION AND COMPETITION OFFICE DATED 4 AUGUST 2025**

AND IN THE MATTER OF AN APPLICATION FOR LEAVE TO SEEK JUDICIAL REVIEW

BETWEEN

THE KING

On the application of

CARIBBEAN UTILITIES COMPANY LIMITED

Applicant

AND

UTILITY REGULATION AND COMPETITION OFFICE

Respondent

**STATEMENT OF FACTS AND GROUNDS IN SUPPORT OF THE APPLICANT'S
APPLICATION FOR LEAVE TO APPLY FOR JUDICIAL REVIEW**

To the Clerk of the Court, Law Courts, George Town, Grand Cayman	
Name, address and description of Applicant	Caribbean Utilities Company, Ltd. 457 North Sound Road PO Box 38 Grand Cayman, KY1-1101 Cayman Islands
Judgment, order, decision or other proceeding in respect of which relief is sought:	The Respondent's decision, dated 4 August 2025, "E&U 2025-2- Final Determination - CUC Temporary Generation" (Phase 3 Decision) in which the Utility Regulation and Competition Office (URCO) granted CUC's "Additional Temporary Generation Plan for 2024-2026" subject to conditions that: (a) CUC must not pass on any additional fuel, lubricating oil or other generation costs to consumers; and (b) leased generation units must only be used when "<i>absolutely necessary</i>".
Relief sought:	(1) An order quashing the decision under challenge (certiorari). (2) Such further relief as may be needed to give effect to the Court's judgment. (3) Costs.
Name and address of Applicant's attorney	Appleby (Cayman) Ltd. 9th Floor, 60 Nexus Way Camana Bay, Grand Cayman PO Box 190, KY1-1104 Cayman Islands
Signed:	Dated: 17th day of September 2025 

I. INTRODUCTION

1. The Applicant (**CUC**) is the only public electric utility in Grand Cayman. It operates under two licences: the Electricity Generation Licence dated 20 November 2014 and the Electricity Transmission and Distribution Licence dated 3 April 2008 (**T&D Licence**) [**Exhibit ST-1, pages 22-60**], both made pursuant to a contract between CUC and Cayman Islands Government acting through URCO (**Main Agreement**).
2. Pursuant to the T&D Licence, CUC has obligations with respect to the supply of electricity on Grand Cayman. The contractual regime is described below at paragraphs 21-22. Those obligations include maintaining suitable reserve generation capacity limits to ensure reliable electricity supply.
3. Condition 31.1.3 of the T&D Licence requires CUC to submit a Certificate of Need (**CON**) to URCO three years in advance of projected need, to enable URCO to solicit additional capacity.
4. In the summer of 2021, URCO informed CUC that it need not submit a CON because URCO would solicit a dispatchable photovoltaic (**DPV**) plant to provide additional capacity by 1 May 2024. However, URCO's delay in procuring the DPV plant has left a shortfall in generating capacity.
5. To meet that shortfall, CUC submitted three successive temporary generation plans, as described below at paragraphs 29-36. Temporary generation Phase 1 was approved on 22 December 2021. Phase 2 was approved on 17 January 2024. URCO's Phase 1 and Phase 2 Decisions provided that CUC could recover the fuel costs of temporary generation. This was consistent with Condition 21 of the T&D Licence.
6. CUC submitted a CON on 7 June 2024. There was a dispute between CUC and URCO as to who was to blame for the timing of the CON. CUC contended that it resulted from URCO's delay in commissioning the DPV Plant. URCO contended that CUC should have submitted an earlier CON despite the delay in commissioning the DPV Plant. However, URCO declined to initiate the procedure for making a finding of breach under section 91 of the URC Act. Instead, the dispute about the alleged breach of the T&D Licence was settled as part of a consent order sealed on 1 August 2025, which recorded: "*The Respondent will not take, or seek to encourage or procure the taking of, any action against the Applicant for any alleged or possible prior breach of the Applicant's obligation under Condition 31.1.1 of the T&D Licence*". This was, accordingly, a promise not to take action for delay in submitting a CON (**CON Promise**).

7. There is a three-year lead time for commissioning new capacity following a CON. Accordingly, on 12 March 2024, CUC submitted an application for Phase 3 temporary generation (2024-2026), providing for continuation of the 10 MW approved under Phase 1 and Phase 2 and an additional 15 MW of temporary generating capacity [**Exhibit ST-1, pages 202-203**].
8. On 4 August 2025, URCO issued its final determination on the Phase 3 application (**Phase 3 Decision**) [**Exhibit ST-1, pages 1-21**]. The Phase 3 Decision authorised further temporary generation, but on conditions that penalised CUC:
 - 8.1. First, it required CUC to bear the rental fees and costs associated with the temporary generators (**Generators Cost Condition**).
 - 8.2. Second, it required CUC to bear the marginal cost of fuel (*i.e.* the difference between the actual fuel costs of temporary generation and the fuel costs of the most efficient of CUC's permanent generators) (**Fuel Cost Condition**).
 - 8.3. Third, it required CUC to deploy all permanent generating capacity before it could use the temporary units (**Last Resort Condition**).
9. As explained in the affidavit of Sacha Tibbetts, the Generators Cost Condition could require CUC to sustain a loss of CI\$ 7,437,555.77 and the Fuel Cost Condition could require CUC to sustain a loss of CI\$ 1,208,131.48.
10. The Phase 3 Decision stated that the reason for the Fuel Cost Condition was an alleged breach of the T&D Licence by CUC through the delay in issuing a CON. The Phase 3 Decision did not explain why URCO had changed its approach - having declined to impose a Fuel Cost Condition in its Phase 2 Decision and having given CUC no warning during the Phase 1 or Phase 2 process that it might impose a Fuel Cost Condition if further temporary generation were required. The Phase 3 Decision made no mention of the Consent Order or the CON Promise, and did not address whether the Fuel Cost Condition represented a breach of the CON Promise. The Phase 3 Decision made no mention of the procedure for making findings of breach of licence under section 91 of the URC Act.
11. There are serious flaws in the Final Determination. In summary only:

Ground 1: errors relating to the CON Promise. The reason given by URCO for imposing the Fuel Cost Condition (*viz.* that it should have issued the CON earlier and should bear the costs associated with its failure to do so) was inconsistent with the CON Promise. The Phase 3 Decision failed to make any reference to the CON Promise (or even to the Consent Order). It was, accordingly, flawed by a failure to have regard to

a relevant consideration, a mistake of objective fact, and/or a breach of legitimate expectation.

Ground 2: breach of section 91 URC Act. The Phase 3 Decision was predicated on CUC having breached Condition 31.1.1 of the T&D Licence. However, URCO had failed to follow the procedure required by section 91 of the URC Act. It failed to issue a notice under section 91(1) and, accordingly, denied CUC the opportunity to request a hearing in accordance with section 91(4) of the URC Act.

Ground 3: errors relating to URCO's change of approach. URCO accepted in its Phase 2 Decision that CUC should be permitted to pass through fuel costs to customers. Without prior warning, URCO fundamentally changed its position in the Phase 3 Decision. Stating that CUC should have issued a CON earlier was insufficient to explain this change of approach because (a) the same consideration applied when the Phase 2 Decision was taken in January 2024, and (b) it was impossible for CUC to have taken action in the period since January 2024 so as to have avoided the need for the Phase 3 temporary generation. The Phase 3 Decision failed to have regard to the regulatory principle of consistency and/or failed to confront and/or give adequate reasons for the fundamental change of approach.

Ground 4: errors relating to the DPV plant delay. In response to the draft Phase 3 decision, CUC had submitted that the need for Phase 3 temporary generation would have been avoided if URCO had complied with its commitment to commission the DPV plant by 1 May 2024. In the Phase 3 Decision, URCO dismissed this submission on the ground that the DPV plant would not produce "firm power" (*i.e.* power that is available on demand at any time of the day). That reasoning was flawed and/or inadequate. As the Consent Order recorded, renewable power and battery storage can provide firm power. In any event, whether or not it will provide firm power, the DPV plant will contribute towards meeting peak demand and would therefore have avoided the need for Phase 3 temporary generation.

Ground 5: errors relating to the Last Resort Condition. The Last Resort Condition requires the dispatch of all permanent generators before temporary units, even though URCO knew that new temporary generators are more fuel efficient than CUC's older permanent generators. The Last Resort Condition will therefore compel CUC to produce electricity less efficiently. Further, the Fuel Cost Condition incentivises CUC to produce electricity less efficiently because it will recover the full fuel costs of using less-efficient permanent generators but not the full fuel costs of using more-efficient temporary generators. The Conditions therefore impose a requirement and/or a

perverse incentive to generate electricity in a way that is less efficient and more environmentally damaging.

Ground 6: ultra vires and/or breaches of sections 15 and/or 19 of the Bill of Rights. URCO lacks the power to penalise CUC by requiring it to provide the temporary generation at a loss. Further or alternatively, the Phase 3 Decision interferes with CUC's peaceful enjoyment of its possessions because, through the Fuel Cost Condition, it requires CUC to produce the additional electricity at a loss. That interference breaches section 15(1)(c) of the Bill of Rights because there is no law providing for compensation for the interference. Further or alternatively, the Phase 3 Decision breaches section 19 of the Bill of Rights because it is disproportionate.

12. The requirement for leave is "*no more than a filter to weed out groundless cases*" (*Knibbs v Revenue Customs Commissioners* [2020] 1 WLR 731, para. 25) designed to "*protect public bodies against weak and vexatious claims*" (*R v Secretary of State for Trade & Industry ex p Eastaway* [2000] 1 WLR 2222, 2227H, *per* Lord Bingham). Hence, leave should not be refused unless a respondent has landed "*knockout blows*" against an applicant's case (*R (Mencap) v Parliamentary & Health Service Ombudsman* [2010] EWCA Civ 875, §15). This application is plainly not groundless or apt to summary disposal and, accordingly, leave should be granted. URCO's 17-page pre-action protocol reply dated 12 September 2025 [**Exhibit ST-1, pages 261-277**] fails to land any knock-out blow.

13. The structure of this pleading is as follows:

Section II: Legal Framework

Section III: Relevant Facts

Section IV: Grounds for Judicial Review

Section V: Relief

II. LEGAL FRAMEWORK

Statutory framework

The power to authorise temporary generation

14. At paragraphs 31 and 44 of the Phase 3 Decision, URCO relied on section 6(2)(w) of the URC Act as the source of its power to authorise temporary generation. This was inapt because section 6(2)(w) only permits URCO to take such action as it "*considers necessary to protect the health and safety of the public in relation to covered services*"

and the Phase 3 Decision fails to explain why it is necessary for the purposes of protecting health and safety.

15. URCO should instead have exercised its powers under section 6(2)(r) (URCO may “*take such action as it considers necessary to ensure the continuity and reliability of operations of critical national infrastructure*”) or section 6(2)(hh) (URCO may “*take any other action, not expressly prohibited by Law, that is necessary and proper to perform its duties under this Act and sectoral legislation*”). However, CUC does not ask the Court to quash the Phase 3 Decision simply because URCO misunderstood its powers.
16. Section 6(4) of the URC Act imposes important obligations on URCO. These include that:
 - 16.1. URCO is under a duty to “*act in a timely manner*” (s.6(4)(a)); and
 - 16.2. URCO is under a duty to “*act in a ...consistent manner*” (s.6(4)(c)).
17. Section 88 of the Electricity Sector Regulation Act requires URCO to act consistently with the General Regulatory Principles that are scheduled to the Act. These include that:
 - 17.1. The reasonable rate of return principle – “*licensees shall receive the opportunity to recover appropriate costs and earn a fair and reasonable return for their investors*” (para. 3(1)).
 - 17.2. The consistency principle – promoting “*consistency and, as far as possible, certainty for all Stakeholders*” (para. 3(2)).
 - 17.3. The adequate reasons principle – URCO “*shall give adequate reasons for specific regulatory decisions and actions affecting Stakeholders*” (para. 5(2)).
 - 17.4. The predictability principle – URCO “*shall strive to make rules, decisions and orders which are ...predictable in the way they are applied in order to provide certainty and consistency for ...licensees and their shareholders*” (para. 6(1)).

Decision-making and appeal rights

18. Under section 7 of the URC Act, URCO has a duty to issue and consult on any draft administrative determination of public significance. By section 92 of the URC Act, CUC has a right to appeal to the Grand Court by way of judicial review within 45 days if it is

affected by an administrative determination.¹ That is the procedure being followed in this case.

Efficiency rules

19. The Electricity Regulatory Authority (Standard of Performance) Rules 2012 provide for an annual fuel efficiency standard. Rule 7 provides that, if CUC falls outside the range of acceptable fuel efficiency, URCO may require corrective actions and, if they are not implemented, to impose a penalty of up to \$100,000/year.

The procedure applicable to allegations of breach of licence

20. Section 91 of the URC Act prescribes the procedure applicable where URCO believes that a licensee may have contravened any requirements of its licence. Under that statutory procedure, URCO must:
- 20.1. Issue a written notice, stating the nature of the suspected contravention (s.91(1)(a)).
 - 20.2. Afford the licensee an opportunity to make written representations in response to the notice (s.91(3)).
 - 20.3. Consider any request by the licensee for a hearing (s.91(4)).
 - 20.4. Having considered any written and oral representations, make a determination and, if it finds there to have been a contravention, may issue a warning or impose a fine of up to \$500,000 (s.91(9)).
 - 20.5. There is a right of appeal against such a determination (s.91(11)).

Contractual framework

21. On 3 April 2008, CUC executed the Main Agreement with the Governor in Cabinet of the Cayman Islands and the T&D Licence with the Government of the Cayman Islands.
22. The T&D Licence provides, *inter alia*, that:
- 22.1. CUC must procure "*adequate generation supply*" (§4.4), although its ability to fulfil this obligation depends on the cooperation of URCO.
 - 22.2. Condition 21 which provides that CUC must "*pass through*" the cost of fuel and lubricants to customers without any uplift or discount. Condition 25 provides for CUC's remuneration. Accordingly, the "*fair and reasonable*

¹ An administrative determination includes "any order, regulation, direction, decision or other written determination by which URCO establishes the legal rights and obligations of one or more sectoral participants, but does not include an advisory guideline." (URC Act s.2).

return for CUC's investors" (regulatory principle 3.1) is predicated on CUC passing through the full cost of fuel and lubricants to customers.

- 22.3. Condition 31.1.1 provides that "*No less than three years in advance of the projected need, [CUC] will file, for the review and approval by [URCO], a [CON] establishing the incremental amount of capacity for which [URCO] would solicit*". Condition 29 identifies the minimum reserve margin that CUC is required to maintain.

III. RELEVANT FACTS

The DPV Plant

23. On 26 November 2019 [**Exhibit ST-1, pages 61-74**], CUC notified URCO of the need for additional generating capacity. As an alternative to a CON and procurement under Condition 31 of the T&D Licence, CUC proposed renting capacity for peak load season, extending the useful lifespan of existing generating facilities, and a competitive procurement process for a DPV plant.
24. After some chasing, URCO responded on 23 June 2021 [**Exhibit ST-1, pages 117-118**], confirming "*that the Renewable Energy Auction Scheme (REAS) is the appropriate way forward for additional generation capacity solicitations*".
25. On 9 August 2021 [**Exhibit ST-1, pages 119-125**], CUC explained that in those circumstances it did not intend to issue a CON for firm capacity, but stressed the importance of the DPV Plant being operational by May 2024 to meet the anticipated demand.
26. URCO responded on 17 August 2021 [**Exhibit ST-1, page 126**], endorsing that approach and committing to solicit the DPV plant with a commercial operation date of 1 May 2024.
27. However, as explained in Sacha Tibbett's affidavit, URCO failed to deliver the DPV Plant within the promised timeframe. It was not until 3 July 2025 that URCO issued a Request for Proposals for the DPV Plant, with it not due to be operational until 5 June 2028.
28. As Mr Tibbetts explains, CUC relied on URCO's commitment to prioritise the DPV project when deciding not to pursue an immediate CON for firm diesel capacity. If the DPV plant was operational, Phase 3 temporary generation would not be required.

Temporary generation – Phase 1 & Phase 2

29. As agreed with URCO in 2021, temporary generation was needed to bridge the gap until the DPV Plant was operational.
30. On 22 November 2021, CUC submitted a temporary generation plan for 2022-2023 for 5 MW temporary generating capacity (**Phase 1**).
31. URCO approved Phase 1 on 22 December 2021 (**Phase 1 Decision**). Importantly, URCO authorised CUC to pass through the costs of fuel and lubricating oils to customers in accordance with Condition 21 of the T&D Licence [**Exhibit ST-1, page 153**];
32. On 10 June 2023, CUC submitted a temporary generation plan for 2023-2025 for an additional 5 MW of temporary generating capacity (**Phase 2**) [**Exhibit ST-1, page 168**].
33. On 17 January 2024, URCO approved Phase 2 (**Phase 2 Decision**). Again, URCO authorised CUC to recover the costs of fuel and lubricating oil from customers [**Exhibit ST-1, page 195**].

Temporary Generation - Phase 3

34. On 12 March 2024, CUC submitted a temporary generation plan for 2024-2026, providing for continuation of the 10 MW approved under Phase 1 and Phase 2, and an additional 15 MW of temporary generating capacity (**Phase 3**) [**Exhibit ST-1, pages 202-203**].
35. CUC repeatedly chased URCO for a decision on the Phase 3 plan.
36. On 25 February 2025, almost a year after the Phase 3 Plan was submitted, CUC received an email enclosing a draft determination entitled "*E&U 2025 -1- Section 7(1) Utility Regulation and Competition Act (2024 Revision) - Draft Determination - CUC Temporary Generation Application*" (**Draft Determination**) [**Exhibit ST-1, pages 206-223**]. On 11 March 2025, CUC filed submissions on the Draft Determination [**Exhibit ST-1, pages 226-238**].

The CON Determination and Consent Order

37. On 7 June 2024, CUC submitted a CON. The CON forecasted a requirement for 82 MW of Effective Load Carrying Capability. The CON contemplated four resource scenarios: (i) thermal only; (ii) standalone solar in combination with thermal; (iii) a combination of solar and storage, in combination with thermal; and (iv) a combination of solar and storage. CUC recommended scenario 3 – a mix of 100 MW of hybrid solar

PV with 100 MW 4-hour duration battery energy storage system and 36.1 MW of new thermal capacity.

38. On 24 April 2025, URCO issued a Final Determination on the CON. In the Final Determination, URCO only approved scenario 1, having formed the view that solar and storage could not constitute "*firm power*" and were therefore outside the scope of Conditions 29 and 31 of the T&D Licence (**CON Determination**). Paragraph 33 of the CON Determination recorded "*intermittent resources – even when paired with storage – do not qualify as 'Firm' capacity for the purposes of Condition 29*". On this basis, URCO decided to issue a Request for Proposals for 90.1 MW of firm capacity in line with scenario 1 of CUC's proposal, which would be carried out concurrently with the "*ongoing 22.5 MW dispatchable PV plus battery storage procurement*".
39. On 6 June 2025, CUC filed an application for leave to apply for judicial review of the CON Determination on the ground that URCO was wrong in law to conclude that renewables plus storage could not in principle amount to "*firm capacity*" for the purposes of Condition 31 of the T&D Licence.
40. The application was stayed to permit the parties to engage in further pre-action protocol correspondence in accordance with Grand Court Practice Direction No 4 of 2013.
41. By a Consent Order dated 1 August 2025 in Cause No: G161 of 2025 (**Consent Order**), the CON Determination was quashed by the Grand Court [**Exhibit ST-1, pages 239-240**].
42. The Consent Order recorded URCO's acceptance that a CON could provide for firm capacity generation from renewable sources and that Hybrid Solar PV with a battery energy storage system was capable in principle of providing firm capacity.
43. The fifth recital to the Consent Order provided as follows (constituting the CON Promise):

"5. The Respondent will not take, or seek to encourage or procure the taking of, any action against the Applicant for any alleged or possible prior breach of the Applicant's obligations under Condition 31.1.1 of the T&D Licence."
44. Thus, URCO committed not to take any action against CUC for (inter alia) delay in submitting a CON.

The Phase 3 Decision (the decision under challenge)

45. Three days after the Consent Order was sealed by the Court, URCO issued the Phase 3 Decision **[Exhibit ST-1, pages 1-21]**.
46. The Phase 3 Decision provided as follows:
- 46.1. It imposed the Fuel Cost Condition, prohibiting CUC from passing through the actual costs of fuel and lubricating oil for the Phase 3 temporary generation.
- 46.2. The reason given for the Fuel Cost Condition was that CUC had breached Condition 31.1.1 of the T&D Licence and should have submitted a CON earlier.²
- 46.3. No notice of alleged breach of the T&D Licence had ever been served in accordance with section 91 of the URC Act.
- 46.4. The Phase 3 Decision made no reference to the Consent Order and no reference to the CON Promise.
- 46.5. The Phase 3 Decision did not explain why URCO had changed its position on the recovery of actual costs since its Phase 2 Decision.
47. In addition, the Phase 3 Decision imposed the Last Resort Condition, which prohibits CUC from deploying temporary generation capacity in preference to any of its permanent capacity. CUC had notified URCO on 18 November 2024 of the relative efficiency of its fleet of generators. This showed that permanent units 25, 26, 27, 41 and 42 were less fuel efficient than temporary generators. The Phase 3 Decision made no mention of this and did not explain why URCO required CUC to deploy less efficient permanent generators before deploying more efficient temporary generators.
48. On 25 August 2025, CUC's attorneys sent a pre-action protocol letter to URCO (**Letter Before Action**) **[Exhibit ST-1, pages 249-258]**. URCO's attorneys responded on 12 September 2025 **[Exhibit ST-1, pages 261-277]**, threatening to bring a claim for defamation in respect of the matters raised in the pre-action protocol letter and asserting inter alia that the failure to refer to the Consent Order "*makes no difference to the decision*". CUC's attorneys responded on 16 September 2025 explaining that

² Paragraph 31 of the Phase 3 Decision recorded: "*the Office requires CUC to take all necessary measures to maintain electricity service without any cost of such generation, including the cost of leasing and the cost of the additional fuel burned by such leased units being passed on to consumers*". Paragraph 34 referred to CUC's "*failure to perform its obligations under its licence*". Paragraph 46 recorded: "*The reason for this requirement is that the Office takes the position that had CUC properly discharged its Licence obligations and had issued a CON for the additional forecasted capacity, given the constant improvement in efficiency of new firm generation plants, it would have by now [have] had a newer larger generation unit or units in its fleet which would be operating at or above the efficiency of CUC's most efficient unit*".

pre-action correspondence is covered by absolute privilege and clarifying the scope of what is now Ground 1 of this application [Exhibit ST-1, pages 278-280].

IV. GROUNDS FOR JUDICIAL REVIEW

Ground 1: errors relating to the CON Promise

49. The meaning of the CON Promise, at recital 5 of the Consent Order, is as follows:
 - 49.1. URCO committed not to take any action against CUC for a possible breach of CUC's obligations under Condition 31.1.1 of the T&D Licence.
 - 49.2. CUC's obligations under Condition 31.1.1 of the T&D Licence include filing a CON no less than three years in advance of projected need.
 - 49.3. Accordingly, the Consent Order recorded URCO's commitment not to take any action against CUC for delay in submitting a CON.
50. The imposition of the Fuel Cost Condition constituted "*action*" within the meaning of the Consent Order. The reason given for that action was URCO's view that CUC had failed to submit a CON earlier, in breach of Condition 31.1.1 of the T&D Licence. In that respect, the Phase 3 Decision was inconsistent with the CON Promise.
51. In those circumstances, the Phase 3 Decision was flawed in three ways.
52. First, "*the decision maker must have regard to all mandatorily relevant considerations and no irrelevant ones*" and "*the process of reasoning should contain no logical error or critical gap*". These are aspects of what is called "*process rationality*" (*R (KP) v Secretary of State for Foreign, Commonwealth and Development Affairs* [2025] EWHC 370 Admin, para. 56). The Consent Order and the CON Promise that it contained were a material consideration that URCO was (at least) required to consider when deciding whether or not to impose the Fuel Cost Condition. It is clear from the Phase 3 Decision that URCO failed to address this material consideration and/or there was a critical gap in its process of reasoning.
53. Second, not only did URCO omit to have regard to the Consent Order, but it proceeded on the erroneous basis that the CON Determination was valid and extant and that URCO would be issuing an RFP based on the CON. This is clear from paragraph 22 of the Phase 3 Decision, which erroneously stated "*The Office will issue an RFP for 90.1 MW firm generation in accordance with the Generation Solicitation Process in Schedule 4 of the Main Agreement. These firm generators are anticipated to come on stream in the latter part of 2028*". This was an error of objectively verifiable fact that was material to the decision (*E v Secretary of State for the Home Department* [2004] QB

1044). It was an error because the Grand Court had (by consent) quashed the CON Determination. The error was material because:

53.1. Not only did it mean that URCO failed to have regard to the CON Promise, but it also failed to have regard to the fact that the need for temporary generation would be extended.

53.2. Further, the Grand Court could only have made the quashing order (with the consent of the parties) on the ground that the CON Determination was vitiated by an error of law. This meant that URCO was responsible for a prolongation of the need for temporary generation. This consideration was at least capable of weighing against URCO's decision to impose the Fuel Cost Condition on the ground that CUC was responsible for the delay.

54. The first and/or second errors render the Phase 3 Decision unlawful. Further or alternatively, there is also a third point. The CON Promise generated a legitimate expectation that URCO would not take any action in respect of CUC's delay in issuing a CON. In exchange for that promise, CUC agreed (in recital 3 to the Consent Order) to "*prepare and submit a new Certificate of Need, addressing the anticipated generating capacity requirements for 2027, by 5:00 pm on 5 September 2025*". It was so unfair as to be unlawful for URCO to breach the CON Promise.

Ground 2: failure to follow the section 91 process

55. As noted above, the Phase 3 Decision was predicated on URCO finding that CUC had breached the terms of its T&D Licence. However, before making such a finding, URCO was required to issue a notice of alleged breach under section 91(1) of the URC Act, pursuant to which section 91(3) provides that CUC could have requested a hearing. URCO entirely failed to comply with its duty under section 91 of the URC Act and the Phase 3 Decision was therefore flawed.

Ground 3: errors relating to URCO's change of approach

56. Principle 55 in Fordham's Judicial Review Handbook is that "*a public authority must avoid unjustified inconsistency...*". Thus, a public authority "*ought to have regard to its previous similar decisions as material considerations, in the interests of consistency. It may depart from them, if there are rational reasons for doing so, and those reasons should be briefly explained*" (*R (Irving) v Mid-Sussex District Council* [2019] EWHC 3406, para. 75, per Lang J). This requirement applies with particular force to URCO in light of its statutory obligation to act in accordance with the consistency principle, the adequate reasons principle and the predictability principle (see paragraph 17 above).

57. If CUC delayed unacceptably in issuing a CON, then almost all of the delay occurred before the Phase 2 Decision was taken. Thereafter, CUC moved quickly to submit a CON. (As noted above, the Phase 2 Decision was taken on 17 January 2024, the Phase 3 application was submitted on 12 March 2024 and the CON was submitted on 7 June 2024).
58. In those circumstances, it was not self-evident why URCO was content to permit CUC to pass on fuel costs in its Phase 2 Decision but imposed the Fuel Cost Condition in the Phase 3 Decision. URCO was not obliged to take the same approach to Phase 3 that it took to Phase 2 but it was required to confront the fact that it was taking a different approach and provide rational reasons for doing so. The Phase 3 Decision was “*process irrational*” because it failed to address this material consideration and/or there was a critical gap in URCO’s reasoning. Further or alternatively, URCO failed to provide any (or any adequate) reasons for taking a different approach in the Phase 3 Decision compared to the Phase 2 Decision when almost all of the delay in issuing the CON had occurred before the Phase 2 Decision was taken.

Ground 4: errors relating to the DPV plant delay

59. As noted above, section 7 of the URC Act imposed a duty on URCO to allow CUC to comment on the draft of the Phase 3 Decision. URCO sent the draft determination to CUC on 25 February 2025. The only relevant reference to the DPV Plant in the draft decision was at paragraph 19, which provided: “*The Office takes the position that firstly, under the current CUC Licence regime, a non-firm renewable energy RFP can never be reasonably contemplated to replace a CON for firm power, and, in any event, no such RFP could absolve CUC of its overarching obligations under its Licence*”. The necessary implication was that URCO considered that the DPV Plant would only provide non-firm power. That was consistent with the view URCO had expressed in the CON Determination (on 24 April 2025) that renewable power plus battery storage is not capable of constituting firm power.
60. CUC submitted its comments on 11 March 2025. One of CUC’s core representations was that the draft determination omitted to have regard to the fact that URCO had approved CUC’s decision not to submit a CON in 2021 in light of the proposal to commission a DPV Plant and had committed to commissioning the DPV Plant by 1 May 2024 (paragraphs 16-17 of CUC’s response). That submission was a material consideration in that (a) it explained the timing of the 7 June 2024 CON, and (b) weighed against penalising CUC for the delay in submitting a CON.
61. On 1 August 2025, the Grand Court quashed the CON Determination. The Consent Order recorded that “*Condition 31 of the Transmission & Distribution Licence dated 3*

April 2008 ('the T&D Licence') does not preclude firm capacity generation from renewable sources" and "Hybrid Solar PV with a battery energy storage system may be capable of providing firm capacity based on Effective Load Carrying Capacity (ELCC) analysis of the resource".

62. On 4 August 2025, URCO issued the Phase 3 Decision. Notwithstanding CUC's submissions dated 11 March 2025 and the Consent Order dated 1 August 2025, the Phase 3 Decision simply repeated, word for word, what had been said about the DPV Plant in the draft determination.
63. There were a number of flaws in that approach.
64. First, the quashing of the CON Determination and change of position recorded in the recitals to the Consent Order were a material consideration. As noted in respect of Ground 1, URCO failed to have regard to that material consideration and/or there was a critical gap in its reasoning.
65. Second, the Phase 3 Decision was wrong to assert that the DPV Plant would provide non-firm power. Further or alternatively, the Phase 3 Decision was "*process irrational*" in that it failed to explain why URCO still thought that the DPV Plant would only provide non-firm power notwithstanding its acceptance in the Consent Order that a DPV Plant is capable of providing firm power.
66. Third, whether or not the DPV Plant would provide firm power, URCO failed to grasp the intellectual nettle – that even if the DPV Plant only provided non-firm power, it would still contribute towards meeting peak demand to such an extent that the Phase 3 temporary generation would not have been needed, such that URCO's delay in commissioning the DPV Plant was a highly material factor when deciding who was to blame for the current need for temporary generation.
67. Fourth, URCO failed to address CUC's submission that the timing of the submission of the CON was explained by URCO accepting the DPV Plant proposal in lieu of a CON.

Ground 5: errors relating to the Last Resort Condition

68. On 18 November 2024, CUC provided URCO with data about the relative efficiency of its fleet of generators, including temporary units in operation under Phase 1 and Phase 2 **[Exhibit ST-1, pages 245-247]**. This made it clear that temporary generators were more fuel efficient than permanent units 25, 26, 27, 41 and 42. URCO made no reference to this in the Phase 3 Decision.

69. The Last Resort Condition requires the dispatch of all permanent generators before temporary units. The effect of this is that CUC will be compelled to produce electricity using less efficient units.
70. Further, even without the Last Resort Condition, the Fuel Cost Condition incentivises CUC to produce fuel less efficiently because it will recover the full fuel costs of using less-efficient permanent generators but not the full fuel costs of using more-efficient temporary generators.
71. The Conditions therefore impose a requirement to generate electricity in a way that is less efficient and more environmentally damaging and/or a perverse incentive to do so.
72. Section 6(2)(x) of the URC Act requires URCO to take into account and have regard for the protection of the environment.
73. The Phase 3 Decision was flawed by process irrationality in that URCO failed to confront the adverse consequences of these Conditions. Further or alternatively, the Phase 3 Decision was flawed by outcome irrational because the imposition of these Conditions was outside the range of reasonable decisions open to a responsible regulator.

Ground 6: vires, section 15 of the Bill of Rights and proportionality

74. As noted at paragraph 22 above, the T&D Licence requires CUC to secure the adequate supply of electricity. Temporary generation is at present the only means of securing adequate supply. As noted above, the Phase 3 Decision could require CUC to produce that electricity at a loss of more than CI\$ 8.5 million. The loss caused by the Fuel Cost Condition alone could be CI\$ 1.2 million.
75. URCO has the power to take enforcement action and impose fines for breach of licence or a contravention of the URC Act or Electricity Sector Regulation Act but it does not have the power to impose a financial loss on CUC in this way. The Phase 3 Decision is therefore ultra vires.
76. Further, section 15 of the Bill of Rights prohibits public bodies from interfering with a company's peaceful enjoyment of its property unless:
 - 76.1. The interference is necessary, proportionate and the law applicable to the interference provides for the prompt payment of compensation (section 15(1));
 - or

- 76.2. The interference falls within one of the exceptions set out in section 15(2), such as a penalty for a breach of a law.
77. The Phase 3 Decision interferes with CUC's peaceful enjoyment of its possessions because it requires CUC to produce the additional electricity at a loss. Section 15(2) of the Bill of Rights is not engaged because URCO is not exercising any of its penal powers. The interference breaches section 15(1)(c) of the Bill of Rights because there is no law that makes provision for the prompt payment of compensation for the interference.
78. Furthermore, section 19(1) provides that all decisions by public bodies must be proportionate. Proportionality is tested by asking the following questions:
- 78.1. Is the objective of the measure sufficiently important to justify the limitation of a protected right?
- 78.2. Is the measure rationally connected to the objective?
- 78.3. Could a less intrusive measure have been used without unacceptably compromising the achievement of the objective? And
- 78.4. Balancing the severity of the measure's effects on the rights of the persons to whom it applies against the importance of the objective, to the extent that the measure will contribute to its achievement, does the former outweigh the latter? (*Bank Mellat v Her Majesty's Treasury (No 2)* [2014] AC 700, para. 20, *per* Lord Sumption).
79. Whether or not the Phase 3 Decision is ultra vires and whether or not it constitutes an interference with CUC's peaceful enjoyment of its property, it is disproportionate and therefore contrary to section 19(1). In particular:
- 79.1. There was a less intrusive measure available. URCO could have authorised CUC to deploy more efficient temporary generation before deploying less efficient permanent generation and passed through fuel costs to customers insofar as the deployment of temporary generation resulted in a saving to consumers.
- 79.2. It fails to strike a fair balance between the interests of CUC and the interests of consumers, having regard to the statutory efficiency requirements, the reasonable rate of return principle, the CON Promise, URCO's failure to invoke section 91 of the URC Act, URCO's approach in the Phase 2 Decision, URCO's delay in commissioning the DPV Plant, and the availability of temporary generators that are more efficient than some existing permanent generators.

V. RELIEF

80. As to final relief, the Applicant seeks:

- 80.1. An order quashing the Phase 3 Decision.
- 80.2. Such further relief as may be needed to give effect to the Court's judgment.
- 80.3. Costs.

CONCLUSION

81. For those reasons, the Applicant should be granted leave to apply for judicial review.

DATED 17 September 2025



Appleby (Cayman) Limited
Attorneys-at-Law for the Applicant



**IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION**

CAUSE NO: G244 of 2025

**IN THE MATTER OF THE UTILITY REGULATION AND COMPETITION ACT (2024
REVISION)**

**AND IN THE MATTER OF A FINAL ADMINISTRATIVE DECISION OF THE UTILITY,
REGULATION AND COMPETITION OFFICE DATED 4 AUGUST 2025**

AND IN THE MATTER OF AN APPLICATION FOR LEAVE TO SEEK JUDICIAL REVIEW

BETWEEN

THE KING

On the application of

CARIBBEAN UTILITIES COMPANY LIMITED

Applicant

AND

UTILITY REGULATION AND COMPETITION OFFICE

Respondent

NOTICE OF ORIGINATING MOTION

TAKE NOTICE that the Court at the Law Courts, George Town, Grand Cayman will be moved on _____ at _____ or as soon thereafter as counsel can be heard, by counsel on behalf of Caribbean Utilities Company, Ltd. for the following relief, namely:

1. An order quashing the decision under challenge (*certiorari*).
2. Such further relief as may be needed to give effect to the Court's judgment.

And for an order that the costs of and incidental to this application shall be paid by the Respondent

AND FURTHER TAKE NOTICE that the grounds of this application are as follows:

I. INTRODUCTION

1. The Applicant (**CUC**) is the only public electric utility in Grand Cayman. It operates under two licences: the Electricity Generation Licence dated 20 November 2014 and the Electricity Transmission and Distribution Licence dated 3 April 2008 (**T&D Licence**) [**Exhibit ST-1, pages 22-60**], both made pursuant to a contract between CUC and Cayman Islands Government acting through the Utility Regulation and Competition Office (**URCO**) (**Main Agreement**).
2. Pursuant to the T&D Licence, CUC has obligations with respect to the supply of electricity on Grand Cayman. The contractual regime is described below at paragraphs 21-22. Those obligations include maintaining suitable reserve generation capacity limits to ensure reliable electricity supply.
3. Condition 31.1.3 of the T&D Licence requires CUC to submit a Certificate of Need (**CON**) to URCO three years in advance of projected need, to enable URCO to solicit additional capacity.
4. In the summer of 2021, URCO informed CUC that it need not submit a CON because URCO would solicit a dispatchable photovoltaic (**DPV**) plant to provide additional capacity by 1 May 2024. However, URCO's delay in procuring the DPV plant has left a shortfall in generating capacity.
5. To meet that shortfall, CUC submitted three successive temporary generation plans, as described below at paragraphs 29-36. Temporary generation Phase 1 was approved on 22

December 2021. Phase 2 was approved on 17 January 2024. URCO's Phase 1 and Phase 2 Decisions provided that CUC could recover the fuel costs of temporary generation. This was consistent with Condition 21 of the T&D Licence.

6. CUC submitted a CON on 7 June 2024. There was a dispute between CUC and URCO as to who was to blame for the timing of the CON. CUC contended that it resulted from URCO's delay in commissioning the DPV Plant. URCO contended that CUC breached its obligations under Condition 31.1.1 of the T&D Licence to submit a CON, notwithstanding the delay in commissioning the DPV Plant. However, URCO declined to initiate the procedure for making a finding of breach under section 91 of the URC Act. Instead, the dispute about the alleged breach of the T&D Licence was settled as part of a consent order sealed on 1 August 2025, which recorded: "*The Respondent will not take, or seek to encourage or procure the taking of, any action against the Applicant for any alleged or possible prior breach of the Applicant's obligation under Condition 31.1.1 of the T&D Licence*". This was, accordingly, a promise not to take action for delay in submitting a CON (**CON Promise**).
7. There is a three-year lead time for commissioning new capacity following a CON. Accordingly, on 12 March 2024, CUC submitted an application for Phase 3 temporary generation (2024-2026), providing for continuation of the 10 MW approved under Phase 1 and Phase 2 and an additional 15 MW of temporary generating capacity [**Exhibit ST-1, pages 202-203**].
8. On 4 August 2025, URCO issued its final determination on the Phase 3 application (**Phase 3 Decision**) [**Exhibit ST-1, pages 1-21**]. The Phase 3 Decision authorised further temporary generation, but on conditions that penalised CUC:
 - 8.1. First, it required CUC to bear the rental fees and costs associated with the temporary generators (**Generators Cost Condition**).
 - 8.2. Second, it required CUC to bear the marginal cost of fuel (*i.e.* the difference between the actual fuel costs of temporary generation and the fuel costs that would have been incurred if the electricity had been generated by the most efficient of CUC's permanent generators) (**Fuel Cost Condition**).
 - 8.3. Third, it required CUC to deploy all permanent generating capacity before it could use the temporary units (**Last Resort Condition**).

9. As explained in the affidavit of Sacha Tibbetts, the Generators Cost Condition could require CUC to sustain a loss of CI\$ 7,437,555.77 and the Fuel Cost Condition could require CUC to sustain a loss of CI\$ 1,208,131.48.
10. The Phase 3 Decision stated that the reason for the Fuel Cost Condition was an alleged breach of the T&D Licence by CUC through the delay in issuing a CON. The Phase 3 Decision did not explain why URCO had changed its approach - having declined to impose a Fuel Cost Condition in its Phase 2 Decision and having given CUC no warning during the Phase 1 or Phase 2 process that it might impose a Fuel Cost Condition if further temporary generation were required. The Phase 3 Decision made no mention of the Consent Order or the CON Promise, and did not address whether the Fuel Cost Condition represented a breach of the CON Promise. The Phase 3 Decision made no mention of the procedure for making findings of breach of licence under section 91 of the URC Act.
11. On 17 September 2025, CUC filed an application for leave to apply for judicial review (**Leave Application**). On 19 September 2025, the Court made an order in those terms.
12. There are serious flaws in the Final Determination. In summary only:

Ground 1: errors relating to the CON Promise. The reason given by URCO for imposing the Fuel Cost Condition (*viz.* that CUC should have issued the CON earlier and should bear the costs associated with its failure to do so) was inconsistent with the CON Promise. The Phase 3 Decision failed to make any reference to the CON Promise (or even to the Consent Order). It was, accordingly, flawed by a failure to have regard to a relevant consideration, a mistake of objective fact, and/or a breach of legitimate expectation.

Ground 2: breach of section 91 URC Act. The Phase 3 Decision was predicated on CUC having breached Condition 31.1.1 of the T&D Licence. However, URCO had failed to follow the procedure required by section 91 of the URC Act. It failed to issue a notice under section 91(1) and, accordingly, denied CUC the opportunity to request a hearing in accordance with section 91(4) of the URC Act.

Ground 3: errors relating to URCO's change of approach. URCO accepted in its Phase 2 Decision that CUC should be permitted to pass through fuel costs to customers. Without prior warning, URCO fundamentally changed its position in the Phase 3 Decision. Stating that CUC should have issued a CON earlier was insufficient to explain this change of approach because (a) the same consideration applied when the Phase 2 Decision was taken in January 2024, and (b) it was impossible for CUC to have taken action in the

period since January 2024 so as to have avoided the need for the Phase 3 temporary generation. The Phase 3 Decision failed to have regard to the regulatory principle of consistency and/or failed to confront and/or give adequate reasons for the fundamental change of approach.

Ground 4: errors relating to the DPV plant delay. In response to the draft Phase 3 decision, CUC had submitted that the need for Phase 3 temporary generation would have been avoided if URCO had complied with its commitment to commission the DPV plant by 1 May 2024. In the Phase 3 Decision, URCO dismissed this submission on the ground that the DPV plant would not produce “firm power” (*i.e.* power that is available on demand at any time of the day). That reasoning was flawed and/or inadequate. As the Consent Order recorded, renewable power and battery storage can provide firm power. In any event, whether or not it will provide firm power, the DPV plant will contribute towards meeting peak demand and would therefore have avoided the need for Phase 3 temporary generation.

Ground 5: errors relating to the Last Resort Condition. The Last Resort Condition requires the dispatch of all permanent generators before temporary units, even though URCO knew that new temporary generators are more fuel efficient than CUC’s older permanent generators. The Last Resort Condition will therefore compel CUC to produce electricity less efficiently. Further, the Fuel Cost Condition incentivises CUC to produce electricity less efficiently because it will recover the full fuel costs of using less-efficient permanent generators but not the full fuel costs of using more-efficient temporary generators. The Conditions therefore impose a requirement and/or a perverse incentive to generate electricity in a way that is less efficient and more environmentally damaging.

Ground 6: ultra vires and/or breaches of sections 15 and/or 19 of the Bill of Rights. URCO lacks the power to penalise CUC by requiring it to provide the temporary generation at a loss. Further or alternatively, the Phase 3 Decision interferes with CUC’s peaceful enjoyment of its possessions because, through the Fuel Cost Condition, it requires CUC to produce the additional electricity at a loss. That interference breaches section 15(1)(c) of the Bill of Rights because there is no law providing for compensation for the interference. Further or alternatively, the Phase 3 Decision breaches section 19 of the Bill of Rights because it is disproportionate.

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13. This document is structured as follows:

Section II: Legal Framework

Section III: Relevant Facts

Section IV: Grounds for Judicial Review

Section V: Relief

II. LEGAL FRAMEWORK

Statutory framework

The power to authorise temporary generation

14. At paragraphs 31 and 44 of the Phase 3 Decision, URCO relied on section 6(2)(w) of the URC Act as the source of its power to authorise temporary generation. This was inapt because section 6(2)(w) only permits URCO to take such action as it “*considers necessary to protect the health and safety of the public in relation to covered services*” and the Phase 3 Decision fails to explain why it is necessary for the purposes of protecting health and safety.
15. URCO should instead have exercised its powers under section 6(2)(r) (URCO may “*take such action as it considers necessary to ensure the continuity and reliability of operations of critical national infrastructure*”) or section 6(2)(hh) (URCO may “*take any other action, not expressly prohibited by Law, that is necessary and proper to perform its duties under this Act and sectoral legislation*”). However, CUC does not ask the Court to quash the Phase 3 Decision simply because URCO misunderstood its powers.
16. Section 6(4) of the URC Act imposes important obligations on URCO. These include that:
- 16.1. URCO is under a duty to “*act in a timely manner*” (s.6(4)(a)); and
- 16.2. URCO is under a duty to “*act in a ...consistent manner*” (s.6(4)(c)).
17. Section 88 of the Electricity Sector Regulation Act requires URCO to act consistently with the General Regulatory Principles that are scheduled to the Act. These include:

- 17.1. The reasonable rate of return principle – *"licensees shall receive the opportunity to recover appropriate costs and earn a fair and reasonable return for their investors"* (para. 3(1)).
- 17.2. The consistency principle – promoting *"consistency and, as far as possible, certainty for all Stakeholders"* (para. 3(2)).
- 17.3. The adequate reasons principle – URCO *"shall give adequate reasons for specific regulatory decisions and actions affecting Stakeholders"* (para. 5(2)).
- 17.4. The predictability principle – URCO *"shall strive to make rules, decisions and orders which are ...predictable in the way they are applied in order to provide certainty and consistency for ...licensees and their shareholders"* (para. 6(1)).

Decision-making and appeal rights

- 18. Under section 7 of the URC Act, URCO has a duty to issue and consult on any draft administrative determination of public significance. By section 92 of the URC Act, CUC has a right to appeal to the Grand Court by way of judicial review within 45 days if it is affected by an administrative determination.¹ That was the procedure followed in this case.

Efficiency rules

- 19. The Electricity Regulatory Authority (Standard of Performance) Rules 2012 provide for an annual fuel efficiency standard. Rule 7 provides that, if CUC falls outside the range of acceptable fuel efficiency, URCO may require corrective actions and, if they are not implemented, to impose a penalty of up to \$100,000/year.

The procedure applicable to allegations of breach of licence

- 20. Section 91 of the URC Act prescribes the procedure applicable where URCO believes that a licensee may have contravened any requirements of its licence. Under that statutory procedure, URCO must:
 - 20.1. Issue a written notice, stating the nature of the suspected contravention (s.91(1)(a)).
 - 20.2. Afford the licensee an opportunity to make written representations in response to the notice (s.91(3)).

¹ An administrative determination includes *"any order, regulation, direction, decision or other written determination by which URCO establishes the legal rights and obligations of one or more sectoral participants, but does not include an advisory guideline."* (URC Act-s.2).

- 20.3. Consider any request by the licensee for a hearing (s.91(4)).
- 20.4. Having considered any written and oral representations, make a determination and, if it finds there to have been a contravention, may issue a warning or impose a fine of up to \$500,000 (s.91(9)).
- 20.5. There is a right of appeal against such a determination (s.91(11)).

Contractual framework

- 21. On 3 April 2008, CUC executed the Main Agreement with the Governor in Cabinet of the Cayman Islands and the T&D Licence with the Government of the Cayman Islands.
- 22. The T&D Licence provides, *inter alia*, that:
 - 22.1. CUC must procure "*adequate generation supply*" (§4.4), although its ability to fulfil this obligation depends on the cooperation of URCO.
 - 22.2. Condition 21 which provides that CUC must "*pass through*" the cost of fuel and lubricants to customers without any uplift or discount. Condition 25 provides for CUC's remuneration. Accordingly, the "*fair and reasonable return for CUC's investors*" (regulatory principle 3.1) is predicated on CUC passing through the full cost of fuel and lubricants to customers.
 - 22.3. Condition 31.1.1 provides that "*No less than three years in advance of the projected need, [CUC] will file, for the review and approval by [URCO], a [CON] establishing the incremental amount of capacity for which [URCO] would solicit*". Condition 29 identifies the minimum reserve margin that CUC is required to maintain.

III. RELEVANT FACTS

The DPV Plant

- 23. On 26 November 2019 [**Exhibit ST-1, pages 61-74**], CUC notified URCO of the need for additional generating capacity. As an alternative to a CON and procurement under Condition 31 of the T&D Licence, CUC proposed renting capacity for peak load season, extending the useful lifespan of existing generating facilities, and a competitive procurement process for a DPV plant.

24. After some chasing, URCO responded on 23 June 2021 [**Exhibit ST-1, pages 117-118**], confirming "*that the Renewable Energy Auction Scheme (REAS) is the appropriate way forward for additional generation capacity solicitations*".
25. On 9 August 2021 [**Exhibit ST-1, pages 119-125**], CUC explained that in those circumstances it did not intend to issue a CON for firm capacity, but stressed the importance of the DPV Plant being operational by May 2024 to meet the anticipated demand.
26. URCO responded on 17 August 2021 [**Exhibit ST-1, page 126**], endorsing that approach and committing to solicit the DPV plant with a commercial operation date of 1 May 2024.
27. However, as explained in Sacha Tibbett's affidavit, URCO failed to deliver the DPV Plant within the promised timeframe. It was not until 3 July 2025 that URCO issued a Request for Proposals for the DPV Plant, and it is not due to be operational until 5 June 2028.
28. As Mr Tibbetts explains, CUC relied on URCO's commitment to prioritise the DPV project when deciding not to pursue an immediate CON for firm diesel capacity. If the DPV plant was operational, Phase 3 temporary generation would not be required.

Temporary generation – Phase 1 & Phase 2

29. As agreed with URCO in 2021, temporary generation was needed to bridge the gap until the DPV Plant was operational.
30. On 22 November 2021, CUC submitted a temporary generation plan for 2022-2023 for 5 MW temporary generating capacity (**Phase 1**).
31. URCO approved Phase 1 on 22 December 2021 (**Phase 1 Decision**). Importantly, URCO authorised CUC to pass through the costs of fuel and lubricating oils to customers in accordance with Condition 21 of the T&D Licence [**Exhibit ST-1, page 153**];
32. On 10 June 2023, CUC submitted a temporary generation plan for 2023-2025 for an additional 5 MW of temporary generating capacity (**Phase 2**) [**Exhibit ST-1, page 168**].
33. On 17 January 2024, URCO approved Phase 2 (**Phase 2 Decision**). Again, URCO authorised CUC to recover the costs of fuel and lubricating oil from customers [**Exhibit ST-1, page 195**].

Temporary Generation - Phase 3

34. On 12 March 2024, CUC submitted a temporary generation plan for 2024-2026, providing for continuation of the 10 MW approved under Phase 1 and Phase 2, and an additional 15 MW of temporary generating capacity (**Phase 3**) [**Exhibit ST-1, pages 202-203**].
35. CUC repeatedly chased URCO for a decision on the Phase 3 plan.
36. On 25 February 2025, almost a year after the Phase 3 Plan was submitted, CUC received an email enclosing a draft determination entitled "*E&U 2025 -1- Section 7(1) Utility Regulation and Competition Act (2024 Revision) - Draft Determination - CUC Temporary Generation Application*" (**Draft Determination**) [**Exhibit ST-1, pages 206-223**]. On 11 March 2025, CUC filed submissions on the Draft Determination [**Exhibit ST-1, pages 226-238**].

The CON Determination and Consent Order

37. On 7 June 2024, CUC submitted a CON. The CON forecasted a requirement for 82 MW of Effective Load Carrying Capability. The CON contemplated four resource scenarios: (i) thermal only; (ii) standalone solar in combination with thermal; (iii) a combination of solar and storage, in combination with thermal; and (iv) a combination of solar and storage. CUC recommended scenario 3 – a mix of 100 MW of hybrid solar PV with 100 MW 4-hour duration battery energy storage system and 36.1 MW of new thermal capacity.
38. On 24 April 2025, URCO issued a Final Determination on the CON. In the Final Determination, URCO only approved scenario 1, having formed the view that solar and storage could not constitute "*firm power*" and were therefore outside the scope of Conditions 29 and 31 of the T&D Licence (**CON Determination**). Paragraph 33 of the CON Determination recorded "*intermittent resources – even when paired with storage – do not qualify as 'Firm' capacity for the purposes of Condition 29*". On this basis, URCO decided to issue a Request for Proposals for 90.1 MW of firm capacity in line with scenario 1 of CUC's proposal, which would be carried out concurrently with the "*ongoing 22.5 MW dispatchable PV plus battery storage procurement*".
39. On 6 June 2025, CUC filed an application for leave to apply for judicial review of the CON Determination on the ground that URCO was wrong in law to conclude that renewables plus storage could not in principle amount to "*firm capacity*" for the purposes of Condition 31 of the T&D Licence.

40. The application was stayed to permit the parties to engage in further pre-action protocol correspondence in accordance with Grand Court Practice Direction No 4 of 2013.
41. By a Consent Order dated 1 August 2025 in Cause No: G161 of 2025 (**Consent Order**), the CON Determination was quashed by the Grand Court [**Exhibit ST-1, pages 239-240**].
42. The Consent Order recorded URCO's acceptance that a CON could provide for firm capacity generation from renewable sources and that Hybrid Solar PV with a battery energy storage system was capable in principle of providing firm capacity.
43. The fifth recital to the Consent Order provided as follows (constituting the CON Promise):
- "5. The Respondent will not take, or seek to encourage or procure the taking of, any action against the Applicant for any alleged or possible prior breach of the Applicant's obligations under Condition 31.1.1 of the T&D Licence."*
44. Thus, URCO committed not to take any action against CUC for (inter alia) delay in submitting a CON.

The Phase 3 Decision (the decision under challenge)

45. Three days after the Consent Order was sealed by the Court, URCO issued the Phase 3 Decision [**Exhibit ST-1, pages 1-21**].
46. The Phase 3 Decision provided as follows:
- 46.1. It imposed the Fuel Cost Condition, prohibiting CUC from passing through the actual costs of fuel and lubricating oil for the Phase 3 temporary generation.
- 46.2. The reason given for the Fuel Cost Condition was that CUC had breached Condition 31.1.1 of the T&D Licence and should have submitted a CON earlier.²

² Paragraph 31 of the Phase 3 Decision recorded: "the Office requires CUC to take all necessary measures to maintain electricity service without any cost of such generation, including the cost of leasing and the cost of the additional fuel burned by such leased units being passed on to consumers". Paragraph 34 referred to CUC's "failure to perform its obligations under its licence". Paragraph 46 recorded: "The reason for this requirement is that the Office takes the position that had CUC properly discharged its Licence obligations and had issued a CON for the additional forecasted capacity, given the constant improvement in efficiency of new firm generation plants, it would have by now [have] had a newer larger generation unit or units in its fleet which would be operating at or above the efficiency of CUC's most efficient unit".

- 46.3. No notice of alleged breach of the T&D Licence had ever been served in accordance with section 91 of the URC Act.
- 46.4. The Phase 3 Decision made no reference to the Consent Order and no reference to the CON Promise.
- 46.5. The Phase 3 Decision did not explain why URCO had changed its position on the recovery of actual costs since its Phase 2 Decision.
47. In addition, the Phase 3 Decision imposed the Last Resort Condition, which prohibits CUC from deploying temporary generation capacity in preference to any of its permanent capacity. CUC had notified URCO on 18 November 2024 of the relative efficiency of its fleet of generators. This showed that permanent units 25, 26, 27, 41 and 42 were less fuel efficient than temporary generators. The Phase 3 Decision made no mention of this and did not explain why URCO required CUC to deploy less efficient permanent generators before deploying more efficient temporary generators.
48. On 25 August 2025, CUC's attorneys sent a pre-action protocol letter to URCO (**Letter Before Action**) [**Exhibit ST-1, pages 249-258**]. URCO's attorneys responded on 12 September 2025 [**Exhibit ST-1, pages 261-277**], threatening to bring a claim for defamation in respect of the matters raised in the pre-action protocol letter and asserting inter alia that the failure to refer to the Consent Order "*makes no difference to the decision*". CUC's attorneys responded on 16 September 2025 explaining that pre-action correspondence is covered by absolute privilege and clarifying the scope of what is now Ground 1 of this application [**Exhibit ST-1, pages 278-280**].

IV. GROUNDS FOR JUDICIAL REVIEW

Ground 1: errors relating to the CON Promise

49. The meaning of the CON Promise, at recital 5 of the Consent Order, is as follows:
- 49.1. URCO committed not to take any action against CUC for a possible breach of CUC's obligations under Condition 31.1.1 of the T&D Licence.
- 49.2. CUC's obligations under Condition 31.1.1 of the T&D Licence include filing a CON no less than three years in advance of projected need.
- 49.3. Accordingly, the Consent Order recorded URCO's commitment not to take any action against CUC for delay in submitting a CON.
50. The imposition of the Fuel Cost Condition constituted "*action*" within the meaning of the Consent Order. The reason given for that action was URCO's view that CUC had failed to submit a CON earlier, in breach of Condition 31.1.1 of the T&D Licence. In that respect, the Phase 3 Decision was inconsistent with the CON Promise.
51. In those circumstances, the Phase 3 Decision was flawed in three ways.
52. First, "*the decision maker must have regard to all mandatorily relevant considerations and no irrelevant ones*" and "*the process of reasoning should contain no logical error or critical gap*". These are aspects of what is called "*process rationality*" (*R (KP) v Secretary of State for Foreign, Commonwealth and Development Affairs* [2025] EWHC 370 Admin, para. 56). The Consent Order and the CON Promise that it contained were a material consideration that URCO was (at least) required to consider when deciding whether or not to impose the Fuel Cost Condition. It is clear from the Phase 3 Decision that URCO failed to address this material consideration and/or there was a critical gap in its process of reasoning.
53. Second, not only did URCO omit to have regard to the Consent Order, but it proceeded on the erroneous basis that the CON Determination was valid and extant and that URCO would be issuing an RFP based on the CON. This is clear from paragraph 22 of the Phase 3 Decision, which erroneously stated "*The Office will issue an RFP for 90.1 MW firm generation in accordance with the Generation Solicitation Process in Schedule 4 of the Main Agreement. These firm generators are anticipated to come on stream in the latter part of 2028*". This was an error of objectively verifiable fact that was material to the decision (*E v Secretary of State for the Home Department* [2004] QB 1044)..It was an

error because the Grand Court had (by consent) quashed the CON Determination. The error was material because:

53.1. Not only did it mean that URCO failed to have regard to the CON Promise, but it also failed to have regard to the fact that the need for temporary generation would be extended.

53.2. Further, the Grand Court could only have made the quashing order (with the consent of the parties) on the ground that the CON Determination was vitiated by an error of law. This meant that URCO was responsible for a prolongation of the need for temporary generation. This consideration was at least capable of weighing against URCO's decision to impose the Fuel Cost Condition on the ground that CUC was responsible for the delay.

54. The first and/or second errors render the Phase 3 Decision unlawful. Further or alternatively, there is also a third point. The CON Promise generated a legitimate expectation that URCO would not take any action in respect of CUC's delay in issuing a CON. In exchange for that promise, CUC agreed (in recital 3 to the Consent Order) to "*prepare and submit a new Certificate of Need, addressing the anticipated generating capacity requirements for 2027, by 5:00 pm on 5 September 2025*". It was so unfair as to be unlawful for URCO to breach the CON Promise.

Ground 2: failure to follow the section 91 process

55. As noted above, the Phase 3 Decision was predicated on URCO finding that CUC had breached the terms of its T&D Licence. However, before making such a finding, URCO was required to issue a notice of alleged breach under section 91(1) of the URC Act, pursuant to which section 91(3) provides that CUC could have requested a hearing. URCO entirely failed to comply with its duty under section 91 of the URC Act and the Phase 3 Decision was therefore flawed.

Ground 3: errors relating to URCO's change of approach

56. Principle 55 in Fordham's Judicial Review Handbook is that "*a public authority must avoid unjustified inconsistency...*". Thus, a public authority "*ought to have regard to its previous similar decisions as material considerations, in the interests of consistency. It may depart from them, if there are rational reasons for doing so, and those reasons should be briefly explained*" (*R (Irving) v Mid-Sussex District Council* [2019] EWHC 3406, para. 75, per Lang J). This requirement applies with particular force to URCO in light of its statutory

obligation to act in accordance with the consistency principle, the adequate reasons principle and the predictability principle (see paragraph 17 above).

57. If CUC delayed unacceptably in issuing a CON, then almost all of the delay occurred before the Phase 2 Decision was taken. Thereafter, CUC moved quickly to submit a CON. (As noted above, the Phase 2 Decision was taken on 17 January 2024, the Phase 3 application was submitted on 12 March 2024 and the CON was submitted on 7 June 2024).
58. In those circumstances, it was not self-evident why URCO was content to permit CUC to pass on fuel costs in its Phase 2 Decision but imposed the Fuel Cost Condition in the Phase 3 Decision. URCO was not obliged to take the same approach to Phase 3 that it took to Phase 2 but it was required to confront the fact that it was taking a different approach and provide rational reasons for doing so. The Phase 3 Decision was "*process irrational*" because it failed to address this material consideration and/or there was a critical gap in URCO's reasoning. Further or alternatively, URCO failed to provide any (or any adequate) reasons for taking a different approach in the Phase 3 Decision compared to the Phase 2 Decision when almost all of the delay in issuing the CON had occurred before the Phase 2 Decision was taken.

Ground 4: errors relating to the DPV plant delay

59. As noted above, section 7 of the URC Act imposed a duty on URCO to allow CUC to comment on the draft of the Phase 3 Decision. URCO sent the draft determination to CUC on 25 February 2025. The only relevant reference to the DPV Plant in the draft decision was at paragraph 19, which provided: "*The Office takes the position that firstly, under the current CUC Licence regime, a non-firm renewable energy RFP can never be reasonably contemplated to replace a CON for firm power, and, in any event, no such RFP could absolve CUC of its overarching obligations under its Licence*". The necessary implication was that URCO considered that the DPV Plant would only provide non-firm power. That was consistent with the view URCO had expressed in the CON Determination (on 24 April 2025) that renewable power plus battery storage is not capable of constituting firm power.
60. CUC submitted its comments on 11 March 2025. One of CUC's core representations was that the draft determination omitted to have regard to the fact that URCO had approved CUC's decision not to submit a CON in 2021 in light of the proposal to commission a DPV Plant and had committed to commissioning the DPV Plant by 1 May 2024 (paragraphs 16-17 of CUC's response). That submission was a material consideration in that (a) it

explained the timing of the 7 June 2024 CON, and (b) weighed against penalising CUC for the delay in submitting a CON.

61. On 1 August 2025, the Grand Court quashed the CON Determination. The Consent Order recorded that "*Condition 31 of the Transmission & Distribution Licence dated 3 April 2008 ('the T&D Licence') does not preclude firm capacity generation from renewable sources*" and "*Hybrid Solar PV with a battery energy storage system may be capable of providing firm capacity based on Effective Load Carrying Capacity (ELCC) analysis of the resource*".
62. On 4 August 2025, URCO issued the Phase 3 Decision. Notwithstanding CUC's submissions dated 11 March 2025 and the Consent Order dated 1 August 2025, the Phase 3 Decision simply repeated, word for word, what had been said about the DPV Plant in the draft determination.
63. There were a number of flaws in that approach.
64. First, the quashing of the CON Determination and change of position recorded in the recitals to the Consent Order were a material consideration. As noted in respect of Ground 1, URCO failed to have regard to that material consideration and/or there was a critical gap in its reasoning.
65. Second, the Phase 3 Decision was wrong to assert that the DPV Plant would provide non-firm power. Further or alternatively, the Phase 3 Decision was "*process irrational*" in that it failed to explain why URCO still thought that the DPV Plant would only provide non-firm power notwithstanding its acceptance in the Consent Order that a DPV Plant is capable of providing firm power.
66. Third, whether or not the DPV Plant would provide firm power, URCO failed to grasp the intellectual nettle – that even if the DPV Plant only provided non-firm power, it would still contribute towards meeting peak demand to such an extent that the Phase 3 temporary generation would not have been needed, such that URCO's delay in commissioning the DPV Plant was a highly material factor when deciding who was to blame for the current need for temporary generation.
67. Fourth, URCO failed to address CUC's submission that the timing of the submission of the CON was explained by URCO accepting the DPV Plant proposal in lieu of a CON.

Ground 5: errors relating to the Last Resort Condition

68. On 18 November 2024, CUC provided URCO with data about the relative efficiency of its fleet of generators, including temporary units in operation under Phase 1 and Phase 2 **[Exhibit ST-1, pages 245-247]**. This made it clear that temporary generators were more fuel efficient than permanent units 25, 26, 27, 41 and 42. URCO made no reference to this in the Phase 3 Decision.
69. The Last Resort Condition requires the dispatch of all permanent generators before temporary units. The effect of this is that CUC will be compelled to produce electricity using less efficient units.
70. Further, even without the Last Resort Condition, the Fuel Cost Condition incentivises CUC to produce fuel less efficiently because it will recover the full fuel costs of using less-efficient permanent generators but not the full fuel costs of using more-efficient temporary generators.
71. The Conditions therefore impose a requirement to generate electricity in a way that is less efficient and more environmentally damaging and/or a perverse incentive to do so.
72. Section 6(2)(x) of the URC Act requires URCO to take into account and have regard for the protection of the environment.
73. The Phase 3 Decision was flawed by process irrationality in that URCO failed to confront the adverse consequences of these Conditions. Further or alternatively, the Phase 3 Decision was flawed by outcome irrationality because the imposition of these Conditions was outside the range of reasonable decisions open to a responsible regulator.

Ground 6: vires, section 15 of the Bill of Rights and proportionality

74. As noted at paragraph 22 above, the T&D Licence requires CUC to secure the adequate supply of electricity. Temporary generation is at present the only means of securing adequate supply. As noted above, the Phase 3 Decision could require CUC to produce that electricity at a loss of more than CI\$ 8.5 million. The loss caused by the Fuel Cost Condition alone could be CI\$ 1.2 million.
75. URCO has the power to take enforcement action and impose fines for breach of licence or a contravention of the URC Act or Electricity Sector Regulation Act but it does not have the power to impose a financial loss on CUC in this way. The Phase 3 Decision is therefore ultra vires.

76. Further or alternatively, section 15 of the Bill of Rights prohibits public bodies from interfering with a company's peaceful enjoyment of its property unless:
- 76.1. The interference is necessary, proportionate and the law applicable to the interference provides for the prompt payment of compensation (section 15(1)); or
 - 76.2. The interference falls within one of the exceptions set out in section 15(2), such as a penalty for a breach of a law.
77. The Phase 3 Decision interferes with CUC's peaceful enjoyment of its possessions because it requires CUC to produce the additional electricity at a loss. Section 15(2) of the Bill of Rights is not engaged because URCO is not exercising any of its penal powers. The interference breaches section 15(1)(c) of the Bill of Rights because there is no law that makes provision for the prompt payment of compensation for the interference.
78. Furthermore, section 19(1) provides that all decisions by public bodies must be proportionate. Proportionality is tested by asking the following questions:
- 78.1. Is the objective of the measure sufficiently important to justify the limitation of a protected right?
 - 78.2. Is the measure rationally connected to the objective?
 - 78.3. Could a less intrusive measure have been used without unacceptably compromising the achievement of the objective? And
 - 78.4. Balancing the severity of the measure's effects on the rights of the persons to whom it applies against the importance of the objective, to the extent that the measure will contribute to its achievement, does the former outweigh the latter? (*Bank Mellat v Her Majesty's Treasury (No 2)* [2014] AC 700, para. 20, *per* Lord Sumption).
79. Whether or not the Phase 3 Decision is ultra vires and whether or not it constitutes an interference with CUC's peaceful enjoyment of its property, it is disproportionate and therefore contrary to section 19(1). In particular:
- 79.1. There was a less intrusive measure available. URCO could have authorised CUC to deploy more efficient temporary generation before deploying less efficient permanent generation and passed through fuel costs to customers insofar as the deployment of temporary generation resulted in a saving to consumers.

79.2. It fails to strike a fair balance between the interests of CUC and the interests of consumers, having regard to the statutory efficiency requirements, the reasonable rate of return principle, the CON Promise, URCO's failure to invoke section 91 of the URC Act, URCO's approach in the Phase 2 Decision, URCO's delay in commissioning the DPV Plant, and the availability of temporary generators that are more efficient than some existing permanent generators.

V. RELIEF

80. The Applicant seeks:

- 80.1. An order quashing the Phase 3 Decision.
- 80.2. Such further relief as may be needed to give effect to the Court's judgment.
- 80.3. Costs.

VI. CONCLUSION

81. For those reasons, judicial review of the Decision should be granted and the Decision should be quashed.

DATED 25 September 2025



Appleby (Cayman) Limited

Attorneys-at-Law for the Applicant

TO: The Clerk of the Court

AND TO: Utility, Regulation and Competition Office
c/o Vaughan Carter
Savannah Law

This **NOTICE OF ORIGINATING MOTION** was issued by Appleby (Cayman) Ltd., Attorneys-at-Law for the Plaintiff, whose address for service is that of its said Attorneys-at-Law, 9th Floor, 60 Nexus Way Camana Bay, Grand Cayman PO Box 190, KY1-1104 Cayman Islands (Ref. 304332.0320) .

IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION

CAUSE NO: G244 of 2025

IN THE MATTER OF THE UTILITY REGULATION AND COMPETITION ACT (2024
REVISION)

AND IN THE MATTER OF A FINAL ADMINISTRATIVE DECISION OF THE UTILITY,
REGULATION AND COMPETITION OFFICE DATED 4 AUGUST 2025

AND IN THE MATTER OF AN APPLICATION FOR LEAVE TO SEEK JUDICIAL REVIEW

BETWEEN

THE KING

On the application of

CARIBBEAN UTILITIES COMPANY LIMITED

Applicant

AND

UTILITY REGULATION AND COMPETITION OFFICE

Respondent

ACKNOWLEDGEMENT OF SERVICE
OF NOTICE OF ORIGINATING MOTION

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.**

1. State the full name of the Defendant by whom or on whose behalf the service of the Originating Summons is being acknowledged:

State whether the Defendant intends to contest or otherwise participate in the proceedings (tick appropriate box)

☐ Yes

☐ No

Service of the Originating Summons is acknowledged accordingly

Dated this day of

**Attorneys for the
Utility Regulation and Competition Office**

Address for service:

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.

Please complete overleaf

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

Appleby (Cayman) Ltd.
Attorneys-at-Law
9th Floor
60 Nexus Way
PO Box 190,
Camana Bay
Grand Cayman KY1-1104
Cayman Islands
(Ref.: 304332.0320)

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

(Ref:)

**DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE
OF ORIGINATING SUMMONS³**

The accompanying form of Acknowledgement 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, PO Box 495G, George Town, Grand Cayman.

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgement of Service and return it to the Courts Office.
2. If you wish to defend claims made in the originating summons, or intend to attend the proceedings and to participate in them so far as necessary (although not necessarily in an adversarial manner) you should tick the "Yes" box in paragraph 2 of the acknowledgment of service.
3. 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.
4. 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 Originating Summons)".
5. 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 ([insert name of firm])" after his name.

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 ([insert name trading under])" after his name.

³ This form is current as of November 2012 .

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.