

Neutral Citation Number: [2026] CIGC (FSD) 68

Cause No: FSD 2026-0072 (JAJ)

IN THE GRAND COURT OF THE CAYMAN ISLANDS
FINANCIAL SERVICES DIVISION

BETWEEN:

(1) THE PROPRIETORS OF STRATA PLAN NO. 547
(2) THE PROPRIETORS OF STRATA PLAN NO. 627

Petitioners

-and-

CS GROUP LTD

Respondent

Appearances: **Ms Alice Carver of Nelsons Legal Attorneys for the Petitioners**

Ms Lee Halliday-Davis of Brady Attorneys for the Respondent

Before: **The Honourable Justice Jalil Asif**

Heard: **28 April 2026**

**Ex tempore judgment
delivered:** **28 April 2026**

**Finalised Judgment
approved:** **14 August 2026**

Insolvency—winding-up petition—whether to adjourn winding-up order on the basis that respondent may be able to pay debt in the future or by instalments

JUDGMENT

1. This is my judgment on the hearing of a winding-up petition that was presented by the Petitioners on 6 February 2026, although it was not sealed by the court until 3 March 2026, presumably due to the need to identify a suitable listing date. The winding-up petition arises out of the failure of the Respondent to repay a sum of CI \$117,189.25, which it had received from the Petitioners by way of deposit and advance payment for some maintenance works that should have been carried out at the Petitioners' premises. For reasons, which I do not need to go into in detail but which are not set out in detail in the evidence before me, that work did not proceed as planned.
2. The Respondent accepts that it ought to have repaid the sum of sum of CI \$117,189.25 to the Petitioners. There has been a long history of attempts by the Petitioners to obtain payment of the amount that they are owed, and there have been several acknowledgements on behalf of the Respondent that the money is owed and should have been repaid to the Petitioners. Notwithstanding that the Respondent promised in May 2025 to make a substantial initial payment of CI \$50,000 and further payments thereafter, there is no evidence that any payment has been made since that time, nearly 12 months ago.
3. As I indicated during the course of the hearing to Ms Alice Carver, who has appeared on behalf of the Petitioners today, there are some formal defects in the way in which the statutory demand and certain of the court documents were served upon the Respondent. However, I am satisfied that those formal failures have not caused the Respondent any prejudice in that Ms Lee Halliday-Davis of Brady Attorneys has appeared on behalf of the Respondent today and has made substantive arguments on its behalf in opposition to the petition for a winding up order, and has not sought to rely on any procedural matters to seek an adjournment of the petition.
4. In addition, whilst it may not be technically possible for Ms Carver to rely on the deeming provision of insolvency in section 93(a) of the Companies Act where a debtor has failed to comply with a

statutory demand, in light of the history that I have just described of promises by the Respondent to make repayments and failure then to do so, I am satisfied that it is appropriate for me to infer that the Respondent is unable to pay its debts as they fall due, and so the ground for a court making a winding up order under section 93(c), in my judgment, has been established by the Petitioner.

5. There are numerous authorities saying that in those circumstances, a petitioner is presumptively entitled to a winding-up order unless the respondent is able to demonstrate some reason why such an order should not be made. Ms Halliday-Davis has valiantly sought to persuade me this afternoon that I should adjourn the hearing of the winding-up petition for a period of 6 weeks in order to give the Respondent the opportunity to try to pay at least some part of the outstanding debt from monies that it anticipates receiving as a result of a contract for renovation works that it appears successfully to have won within the last two months or so and, in addition, from the proceeds of sale of certain other property that Mr Chan Spencer, who is the individual who stands behind the Respondent, is seeking to raise.
6. I have some sympathy for Ms Halliday-Davis' position. It seems to me that the period of six weeks that Ms Halliday-Davis suggests for making a significant payment towards the outstanding debt is somewhat optimistic given the intended timeline for payment of the tranches of funding that appear to be due in respect of the maintenance contract. In my view it is more likely that the period before payment would be made would be somewhat longer than that period of 6 weeks. Nevertheless, I can see that there may be the possibility of the Respondent being able to pay some reasonably substantial sums of money to the Petitioners within some months from now, and that that might permit the Respondent to pay substantially more towards discharging its debt to the Petitioners than the sum that they are likely to receive on an insolvent liquidation.
7. In those circumstances, one possibility might have been to adjourn the petition on the basis of a payment plan, with the Petitioner entitled to restore the petition and to pursue winding-up of the Respondent if any instalment payments were not made. But having heard from Ms Halliday-Davis on behalf of the Respondent that its current assets appear to be no more than about CI \$10,000, Miss Carver has taken instructions from the Petitioners and I am told that the Petitioners are intent

on pursuing the making of a winding-up order today. That is the Petitioners' commercial decision, which they are fully entitled to make, and it is not for me to seek to impose a different commercial view on the Petitioners from that which they have determined is in their best interests. As I have indicated, I am satisfied that the Respondent is unable to pay its debts as and when they fall due and, in those circumstances, I will make the winding-up order that is sought.

Dated 14 August 2026

A handwritten signature in blue ink, appearing to read 'Jalil Asif', is written over a horizontal line.

**THE HONOURABLE JUSTICE JALIL ASIF
JUDGE OF THE GRAND COURT**