

Amended pursuant to leave granted by the Honourable Mr Justice Anderson on 16<sup>th</sup> December 2009

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO 359 OF 2009

BETWEEN:

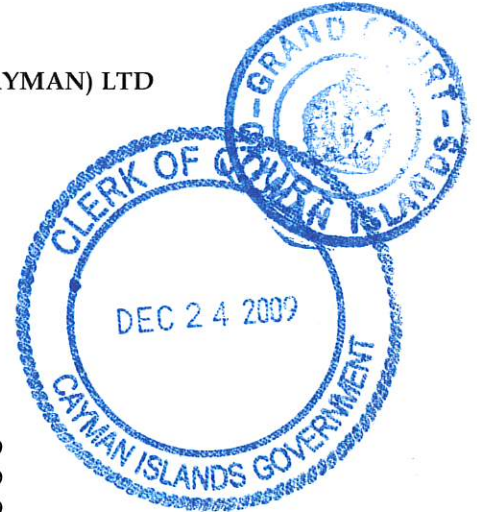
AHMAD HAMAD ALGOSAIBI AND BROTHERS COMPANY

PLAINTIFF

AND:

- (1) SAAD INVESTMENTS COMPANY LIMITED
- (2) MAAN AL SANEA
- (3) AWAL TRUST COMPANY LIMITED  
(as trustee of the SAAD STAR TRUST)
- (4) BARCLAYS PRIVATE BANK AND TRUST (CAYMAN) LTD  
(as trustee of the SAAD SETTLEMENT)
- (5) SAADGROUP LIMITED
- (6) GOLDEN BELT 2 LIMITED
- (7) GOLDEN BELT 3 LIMITED
- (8) SINGULARIS HOLDINGS LIMITED
- (9) SINGULARIS HOLDINGS (NO. 2) LIMITED
- (10) SINGULARIS HOLDINGS (NO. 3) LIMITED
- (11) SINGULARIS HOLDINGS (NO. 4) LIMITED
- (12) SINGULARIS HOLDINGS (NO. 5) LIMITED
- (13) AWAL FEEDER 1 FUND
- (14) AWAL FINANCE COMPANY LIMITED
- (15) AWAL FINANCE COMPANY (NO. 2) LIMITED
- (16) AWAL FINANCE COMPANY (NO. 3) LIMITED
- (17) AWAL FINANCE COMPANY (NO. 4) LIMITED
- (18) AWAL FINANCE COMPANY (NO. 5) LIMITED
- (19) AWAL FINANCE COMPANY (NO. 6) LIMITED
- (20) SAAD AIR LIMITED
- (21) SAAD AIR (A340-600) LIMITED
- (22) SAAD AIR (A320) LIMITED
- (23) SAAD AIR (A320 NO. 2) LIMITED
- (24) SAAD AIR (A320 NO. 3) LIMITED
- (25) SAAD AIR (A320 NO. 4) LIMITED
- (26) SAAD AIR (A320 NO. 5) LIMITED
- (27) SAAD AIR (A380) LIMITED
- (28) SAAD INTERNATIONAL BANK LIMITED
- (29) SAAD ADVISORY HOLDINGS LIMITED
- (30) SAAD CAYMAN LIMITED
- (31) SAAD INVESTMENTS FINANCE COMPANY LIMITED
- (32) SAAD INVESTMENTS FINANCE COMPANY (NO. 2) LIMITED
- (33) SAAD INVESTMENTS FINANCE COMPANY (NO. 3) LIMITED
- (34) SAAD INVESTMENTS FINANCE COMPANY (NO. 5) LIMITED
- (35) SAAD INVESTMENTS FINANCE COMPANY (NO. 8 ) LIMITED
- (36) SAAD INVESTMENTS FINANCE COMPANY (NO. 9 ) LIMITED
- (37) SAAD INVESTMENTS FINANCE COMPANY (NO. 10 ) LIMITED
- (38) SAADGROUP FINANCE COMPANY LIMITED
- (39) SAADGROUP FINANCE COMPANY (NO. 2 ) LIMITED
- (40) SAADGROUP FINANCE COMPANY (NO. 3) LIMITED
- (41) SAADGROUP FINANCE COMPANY (NO. 4) LIMITED
- (42) SAADGROUP FINANCE COMPANY (NO. 5) LIMITED
- (43) SAADGROUP FINANCIAL SERVICES COMPANY LIMITED

DEFENDANTS



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AMENDED WRIT OF SUMMONS

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To:

- (1) **SAAD INVESTMENTS COMPANY LIMITED** - Maples and Calder Limited, Ugland House, South Church Street, George Town, Grand Cayman
- (2) **MAAN AL SANEA** - c/o Saad Trading and Contracting Co., P.O. Box 3250, Alkhobar, 31952, Saudi Arabia
- (3) **AWAL TRUST COMPANY LIMITED (as trustee of the SAAD STAR TRUST)** - Maples Corporate Services Limited, Ugland House, South Church Street, George Town, Grand Cayman
- (4) **BARCLAYS PRIVATE BANK AND TRUST (CAYMAN) LTD (as trustee of the SAAD SETTLEMENT)** - 4th Floor, First Caribbean House, Shedden Road, George Town, Grand Cayman
- (5) **SAADGROUP LIMITED** - Maples Corporate Services Limited, Ugland House, South Church Street, George Town, Grand Cayman
- (6) **GOLDEN BELT 2 LIMITED** - Maples Corporate Services Limited, Ugland House, South Church Street, George Town, Grand Cayman
- (7) **GOLDEN BELT 3 LIMITED** - Maples Corporate Services Limited, Ugland House, South Church Street, George Town, Grand Cayman
- (8) **SINGULARIS HOLDINGS LIMITED** - Maples Corporate Services Limited, Ugland House, South Church Street, George Town, Grand Cayman
- (9) **SINGULARIS HOLDINGS (NO. 2) LIMITED** - Maples Corporate Services Limited, Ugland House, South Church Street, George Town, Grand Cayman
- (10) **SINGULARIS HOLDINGS (NO. 3) LIMITED** - Maples Corporate Services Limited, Ugland House, South Church Street, George Town, Grand Cayman
- (11) **SINGULARIS HOLDINGS (NO. 4) LIMITED** - Maples Corporate Services Limited, Ugland House, South Church Street, George Town, Grand Cayman
- (12) **SINGULARIS HOLDINGS (NO. 5) LIMITED** - Maples Corporate Services Limited, Ugland House, South Church Street, George Town, Grand Cayman
- (13) **AWAL FEEDER 1 FUND** - ~~Maples Corporate Services Limited, Ugland House, South Church Street, George Town, Grand Cayman~~ Abacus Management Limited, Elizabethan Square, 80 Shedden Road, P.O. Box 2499, George Town, Grand Cayman KY1-1104, Cayman Islands
- (14) **AWAL FINANCE COMPANY LIMITED** - ~~Maples Corporate Services Limited, Ugland House, South Church Street, George Town, Grand Cayman~~ Abacus Management Limited, Elizabethan Square, 80 Shedden Road, P.O. Box 2499, George Town, Grand Cayman KY1-1104, Cayman Islands

- (15) **AWAL FINANCE COMPANY (NO. 2) LIMITED** - ~~Maples Corporate Services Limited, Ugland House, South Church Street, George Town, Grand Cayman~~ Abacus Management Limited, Elizabethan Square, 80 Shedden Road, P.O. Box 2499, George Town, Grand Cayman KY1-1104, Cayman Islands
- (16) **AWAL FINANCE COMPANY (NO. 3) LIMITED** - ~~Maples Corporate Services Limited, Ugland House, South Church Street, George Town, Grand Cayman~~ Abacus Management Limited, Elizabethan Square, 80 Shedden Road, P.O. Box 2499, George Town, Grand Cayman KY1-1104, Cayman Islands
- (17) **AWAL FINANCE COMPANY (NO. 4) LIMITED** - ~~Maples Corporate Services Limited, Ugland House, South Church Street, George Town, Grand Cayman~~ Abacus Management Limited, Elizabethan Square, 80 Shedden Road, P.O. Box 2499, George Town, Grand Cayman KY1-1104, Cayman Islands
- (18) **AWAL FINANCE COMPANY (NO. 5) LIMITED** - ~~Maples Corporate Services Limited, Ugland House, South Church Street, George Town, Grand Cayman~~ Abacus Management Limited, Elizabethan Square, 80 Shedden Road, P.O. Box 2499, George Town, Grand Cayman KY1-1104, Cayman Islands
- (19) **AWAL FINANCE COMPANY (NO. 6) LIMITED** - ~~Maples Corporate Services Limited, Ugland House, South Church Street, George Town, Grand Cayman~~ Abacus Management Limited, Elizabethan Square, 80 Shedden Road, P.O. Box 2499, George Town, Grand Cayman KY1-1104, Cayman Islands
- (20) **SAAD AIR LIMITED** - Maples and Calder Limited, Ugland House, South Church Street, George Town, Grand Cayman
- (21) **SAAD AIR (A340-600) LIMITED** - Maples Corporate Services Limited, Ugland House, South Church Street, George Town, Grand Cayman
- (22) **SAAD AIR (A320) LIMITED** - Maples Corporate Services Limited, Ugland House, South Church Street, George Town, Grand Cayman
- (23) **SAAD AIR (A320 NO. 2) LIMITED** - Maples Corporate Services Limited, Ugland House, South Church Street, George Town, Grand Cayman
- (24) **SAAD AIR (A320 NO. 3) LIMITED** - Maples Corporate Services Limited, Ugland House, South Church Street, George Town, Grand Cayman
- (25) **SAAD AIR (A320 NO. 4) LIMITED** - Maples Corporate Services Limited, Ugland House, South Church Street, George Town, Grand Cayman
- (26) **SAAD AIR (A320 NO. 5) LIMITED** - Maples Corporate Services Limited, Ugland House, South Church Street, George Town, Grand Cayman
- (27) **SAAD AIR (A380) LIMITED** - Maples Corporate Services Limited, Ugland House, South Church Street, George Town, Grand Cayman
- (28) **SAAD INTERNATIONAL BANK LIMITED** - Maples Corporate Services Limited, Ugland House, South Church Street, George Town, Grand Cayman

- (29) **SAAD ADVISORY HOLDINGS LIMITED** - Maples and Calder Limited, Ugland House, South Church Street, George Town, Grand Cayman
- (30) **SAAD CAYMAN LIMITED** - Maples Corporate Services Limited, Ugland House, South Church Street, George Town, Grand Cayman
- (31) **SAAD INVESTMENTS FINANCE COMPANY LIMITED** - Maples and Calder Limited, Ugland House, South Church Street, George Town, Grand Cayman
- (32) **SAAD INVESTMENTS FINANCE COMPANY (NO. 2) LIMITED** - Maples Corporate Services Limited, Ugland House, South Church Street, George Town, Grand Cayman
- (33) **SAAD INVESTMENTS FINANCE COMPANY (NO. 3) LIMITED** - Maples Corporate Services Limited, Ugland House, South Church Street, George Town, Grand Cayman
- (34) **SAAD INVESTMENTS FINANCE COMPANY (NO. 5) LIMITED** - Maples Corporate Services Limited, Ugland House, South Church Street, George Town, Grand Cayman
- (35) **SAAD INVESTMENTS FINANCE COMPANY (NO. 8) LIMITED** - Maples Corporate Services Limited, Ugland House, South Church Street, George Town, Grand Cayman
- (36) **SAAD INVESTMENTS FINANCE COMPANY (NO. 9) LIMITED** - Maples Corporate Services Limited, Ugland House, South Church Street, George Town, Grand Cayman
- (37) **SAAD INVESTMENTS FINANCE COMPANY (NO. 10 ) LIMITED** - Maples Corporate Services Limited, Ugland House, South Church Street, George Town, Grand Cayman
- (38) **SAADGROUP FINANCE COMPANY LIMITED** - Maples Corporate Services Limited, Ugland House, South Church Street, George Town, Grand Cayman
- (39) **SAADGROUP FINANCE COMPANY (NO. 2) LIMITED** - Maples Corporate Services Limited, Ugland House, South Church Street, George Town, Grand Cayman
- (40) **SAADGROUP FINANCE COMPANY (NO. 3) LIMITED** - Maples Corporate Services Limited, Ugland House, South Church Street, George Town, Grand Cayman
- (41) **SAADGROUP FINANCE COMPANY (NO. 4) LIMITED** - Maples Corporate Services Limited, Ugland House, South Church Street, George Town, Grand Cayman
- (42) **SAADGROUP FINANCE COMPANY (NO. 5) LIMITED** - Maples Corporate Services Limited, Ugland House, South Church Street, George Town, Grand Cayman
- (43) **SAADGROUP FINANCIAL SERVICES COMPANY LIMITED** - Maples Corporate Services Limited, Ugland House, South Church Street, George Town, Grand Cayman

**THIS WRIT OF SUMMONS** has been issued against you by the above-named Plaintiff in respect of the claim set out on the next page

Within Fourteen days [14] after the service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495G, George Town, Grand Cayman, the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

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

Issued this 27<sup>th</sup> day of July 2009

Amended this 16<sup>th</sup> day of December 2009

NOTE - This Writ may not be served later than 4 calendar months (*or, if leave is required to effect service out of the jurisdiction, 6 months*) beginning with the date of issue unless renewed by order of the Court.

**IMPORTANT**

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

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## GENERAL INDORSEMENT

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The Plaintiff claims:-

(A) Against the 1st, 3rd, 8th to 12th, 13th to 19th, 20th and 31st to 37th Defendants, and each of them First Defendant:

1. Damages for conspiracy.
2. ~~Damages for deceit.~~
- 2.3. Damages and/or compensation for dishonest assistance in the Second Defendant's breaches of fiduciary and/or related and/or similar duties to the Plaintiff.
- 3.4. Declarations that (1) the ~~First~~-Defendants have~~has~~ received sums from the Plaintiff which were misappropriated by the Second Defendant and/or knowing that they were paid by reason of the Second Defendant's breaches of fiduciary or related or similar duties to the Plaintiff and (2) that such sums are subject to a trust in favour of the Plaintiff.
- 4.5. Orders that the ~~First~~-Defendants do account for such sums and do pay and/or make restitution of such sums to the Plaintiff.
5. Damages and/or compensation for knowing receipt of such sums.
6. A declaration that the Plaintiff is entitled to trace its property (in law and/or in equity) into the hands of the ~~First~~-Defendants and orders that the ~~First~~-Defendants do account for such property and do repay and/or make restitution of such property to the Plaintiff.
7. Restitution of moneys paid by the Plaintiff to the ~~First~~-Defendants by mistake or for no consideration.
8. A declaration that the ~~First~~-Defendants have~~has~~ been unjustly enriched at the expense of the Plaintiff and an order that they~~it~~ restore to the Plaintiff the value of the sums or property they have~~it has~~ received.
9. Interest under section 34 of the Judicature Law (2007 Revision) alternatively pursuant to the equitable jurisdiction of the Court;

10. Further and other relief;
11. Costs.

Against the Second Defendant:-

12. Damages for conspiracy.

13. — Damages for deceit.

13.14. Damages and/or compensation for breach of fiduciary and/or related and/or similar duties to the Plaintiff.

14.15. Declarations that (1) the Second Defendant has received sums from the Plaintiff misappropriated from the Plaintiff and/or knowing that they were paid by reason of his breaches of fiduciary or related or similar duties to the Plaintiff and (2) that such sums are subject to a trust in favour of the Plaintiff.

15.16. Orders that the Second Defendant do account for such sums and do pay and/or make restitution of such sums to the Plaintiff.

16. Damages and/or compensation for knowing receipt of such sums.

17. A declaration that the Plaintiff is entitled to trace its property (in law and/or in equity) into the hands of the Second Defendant and orders that the Second Defendant do account for such property and do repay and/or make restitution of such property to the Plaintiff.

18. Restitution of moneys paid by the Plaintiff to the Second Defendant by mistake or for no consideration.

19. A declaration that the Second defendant has been unjustly enriched at the expense of the Plaintiff and an order that he restore to the Plaintiff the value of the sums or property he has received.

20. Interest under section 34 of the Judicature Law alternatively pursuant to the equitable jurisdiction of the Court;

21. Further and other relief;

22. Costs.

Against the 8th to 12th Defendants (“the Singularis companies”):

23. — Damages for conspiracy;
24. — Damages for deceit;
25. — A declaration that the Singularis Companies received sums from the Plaintiff which were misappropriated by the Second Defendant and/or knowing that they were paid by reason of the First Defendant's breaches of fiduciary duty.
26. — A declaration that all such sums were received by the Singularis Companies subject to a trust for the Plaintiff.
27. — An order that the Singularis Companies account for all such sums.
28. — An order for payment of all such sums to the Plaintiff.
29. — Restitution of moneys paid by the Plaintiff by mistake or for no consideration.
30. — A declaration that the Singularis Defendants have been unjustly enriched at the expense of the Plaintiff and an order that they restore to the Plaintiff the value of the sums or property they have received.
31. — Interest under section 34 of the Judicature Law (2007 Revision) alternatively pursuant to the equitable jurisdiction of the Court.
32. — Further and other relief.
33. — Costs.



**MOURANT DU FEU & JEUNE**  
Attorneys-at-Law for the Plaintiff

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE  
OF WRIT OF SUMMONS

1. The accompanying form of *Acknowledgment of Service* should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person

After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495G, George Town, Grand Cayman

2. A Defendant who states in his Acknowledgment of Service that he intends to contest the proceedings *must also serve a defence* on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is indorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2), the Defence must be served within 14 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant

If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.

3. A *Stay of Execution* against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgment of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, *issue a Summons* for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by installments or otherwise.

*See over for notes for guidance*

## Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 14 days for acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (*the name stated on the Writ of Summons*)".
4. Where the Defendant is a **FIRM** and an attorney is not instructed, the form must be completed by a **PARTNER** by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
5. Where the Defendant is sued as an individual **TRADING IN A NAME OTHER THAN HIS OWN**, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
6. Where the Defendant is a **LIMITED COMPANY** the form must be completed by an Attorney or by someone authorised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on his 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.

**ACKNOWLEDGMENT OF SERVICE  
OF WRIT OF SUMMONS**

**If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY.**

**IMPORTANT.** Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, **THIS FORM MAY HAVE TO BE RETURNED.**

Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

- 
1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.
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2. State whether the Defendant intends to contest the proceedings (tick appropriate box)  
 yes  no
- 
3. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff (tick box)  
 yes  no
- 

Service of the Writ is acknowledged accordingly

(Signed) .....

[Attorney] for

[Defendant in person]

Address for service:

*Please complete overleaf*

**Notes on address for service**

Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

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

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

Mourant du Feu & Jeune  
Attorneys-at-Law  
Second Floor, Harbour Centre  
P.O. Box 1348  
George Town  
GRAND CAYMAN, KY1-1108 (ref: HGR/4180-0000)

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

**IN THE GRAND COURT OF THE CAYMAN ISLANDS  
FINANCIAL SERVICES DIVISION**

CAUSE NO: FSD0054/2009-ASCJ  
(Originally Cause No. 359 of 2009)

**BETWEEN:**

**AHMAD HAMAD ALGOSAIBI AND BROTHERS COMPANY**

**PLAINTIFF**

**AND:**

- (1) SAAD INVESTMENTS COMPANY LIMITED
- (2) MAAN AL SANEA
- (3) AWAL TRUST COMPANY LIMITED  
(as trustee of the SAAD STAR TRUST)
- (4) BARCLAYS PRIVATE BANK AND TRUST (CAYMAN) LTD  
(as trustee of the SAAD SETTLEMENT)
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(42) SAADGROUP FINANCE COMPANY (NO. 5) LIMITED  
(43) SAADGROUP FINANCIAL SERVICES COMPANY LIMITED  
DEFENDANTS

**ORDER FOR TRANSFER TO FINANCIAL SERVICES DIVISION**

UPON reading the court file

AND UPON being satisfied that the cause or matter is a financial services proceeding

IT IS ORDERED that –

- (1) The proceeding is hereby transferred to the Financial Services Division under Cause No. FSD0054/2009-ASCJ;
- (2) The proceeding is assigned to the Honourable Chief Justice;
- (3) A transfer fee of CI\$4,800.00 be paid by the plaintiff;
- (4) No further step may be taken in the proceeding unless and until the transfer fee has been paid in full.

Dated the 22<sup>nd</sup> day of December 2009.

Filed the 5<sup>th</sup> day of January 2010.



CLERK OF COURTS



The Honourable Chief Justice of the Cayman Islands

This Order was filed by the Registrar of the Financial Services Division of the Grand Court, the Law Courts, George Town, Grand Cayman.