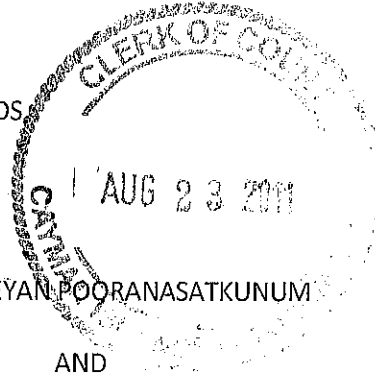


IN THE GRAND COURT OF THE CAYMAN ISLANDS  
CIVIL DIVISION



CAUSE NO: <sup>Q234</sup> OF 2011

BETWEEN:

SAMUEL THEVASAEYAN POORANASATKUNUM

PLAINTIFF

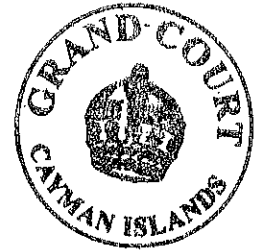
AND

RAVISH SONY

DEFENDANT

WRIT OF SUMMONS

TO: Mr. Ravish Sony  
PO Box 844  
Grand Cayman KY1-1103  
Cayman Islands



**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 14 days after the service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495GT, 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 Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this     day of August 2011.

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.

### STATEMENT OF CLAIM

1. The Plaintiff has been resident in the Cayman Islands for approximately 16 years. He has Caymanian Status and is of Sri Lankan origin. His wife is and was at all material times a shareholder in a real estate developing and contracting business known as Pro Plus Construction Company Ltd. ('Pro Plus') and the Plaintiff was involved in the managing and running of the business. Pro Plus are incorporated and licensed to carry out business in the Cayman Islands, having a place of business at Unit #6 GFK Building , Godfrey Nixon Way, George Town, PO Box 1290, Grand Cayman KY1-1108.
2. The Defendant is resident in the Cayman Islands and is of Indian origin. By an agreement dated 16 October 2007 the Defendant and his wife entered into a contract with Pro Plus for the construction of a semi detached dwelling on a lot of land located at George Town South Block 14E Parcel 728 and known as 89 Zeeda Crescent..
3. On 2 July 2007 the Defendant and his wife agreed and signed documentation acknowledging acceptance of the dwelling house in good order and further acknowledging that the outstanding balance due and owing to Pro Plus would be paid within 10 days.
4. The Defendant failed to make payment of the balance monies owing to Pro Plus in a timely manner and the Plaintiff's former attorneys eventually had to issue a Writ on 4<sup>th</sup> October 2007 seeking payment of the debt. On receipt of the relevant proceedings, the Defendant eventually paid the outstanding balance in full and final settlement of the matter.
5. In and around October 2007 the Defendant began to make disparaging and personal comments about the Plaintiff relating to certain aspects of the construction of the Defendant's dwelling house, particularly to members of the Indian community in the Islands. A cease and desist letter dated 9<sup>th</sup> October 2007 was sent to the Defendant by the Plaintiff's former attorneys.
6. The Defendant has wrote and published by way of emails sent to a number of recipients, words defamatory of the Plaintiff. These emails have been sent to a large number of people including members of the local Indian community, clients of Pro Plus and the plaintiff's former business partners. The words complained of are numerous and so the relevant emails are annexed to this

statement of claim with the particular words complained of underlined in red. The emails complained of were sent on the following dates;

- i. 17 December 2008;
- ii. 18 September 2009;
- iii. 24 September 2009;
- iv. 26 September 2009;
- v. 28 September 2009;
- vi. 8 January 2010;
- vii. 25 August 2010;
- viii. 28 July 2011.

7. On the 17<sup>th</sup> December 2008, the defendant wrote and published the following words defamatory of the plaintiff;

*"...I had accused Sam of over-charging for the pavement among many other things and the very next minute he comes back with more of the same kind of things and a closing statement with all kinds of outrageous charges and claims."*

*"Buying this house from Sam has been a continued nightmare for us."*

8. In their natural and ordinary meaning the said words meant and were understood to mean that the plaintiff had overcharged the defendant for various items relating to the construction of his dwelling house and that dealing with the plaintiff in a business capacity has been somewhat of an ordeal.

9. On 18<sup>th</sup> September 2009, the defendant wrote and published the following words defamatory of the plaintiff;

*"Henceforth when any Indian does business with you, I want them to remember what has happened with us and keep in mind the things that you are capable of doing".*

*"...and look at what we get as a reward for the hospitality that we Indians have shown this man and look at the disgusting way this man has done business with an Indian."*

10. In their natural and ordinary meaning the said words meant and were understood to mean that members of the Indian community should not trust the plaintiff in any business dealings.

11. On 18<sup>th</sup> September 2009, the defendant wrote and published the following words defamatory of the plaintiff;

*"There are already so many many issues with this house and now a potential customer will have to deal with another issue – a neighbor who is a big property developer and yet engages in illegal construction activities."*

12. In their natural and ordinary meaning the said words meant and were understood to mean that the plaintiff engages in illegal construction activities.

13. On 24<sup>th</sup> September 2009, the defendant wrote and published the following words defamatory of the plaintiff;

*"The BIGGEST ISSUE OR PROBLEM involved here is that I trusted Sam...and I got one of the biggest shock of my life when Sam broke that trust in every possible and imaginable way"*

14. In their natural and ordinary meaning the said words meant and were understood to mean that the plaintiff is a dishonest and untrustworthy character.

15. On 24<sup>th</sup> September 2009, the defendant wrote and published the following words defamatory of the plaintiff;

*"If someone has been dishonestly sold an almost half a million dollar house, overcharged about \$50,000 in different ways..."*

16. In their natural and ordinary meaning the said words meant and were understood to mean that the plaintiff is a dishonest businessman who overcharges customers.

17. On 24<sup>th</sup> September 2009, the defendant wrote and published the following words defamatory of the plaintiff;

"And then asked why I did not help my neighbor in those times of need, say –'Well, I have checked the laws. Legally I am not required to do any of those things. 'Wouldn't every one of you come to me and tell me something like-'Sony, I think you are MENTALLY SICK!' Just because legally you are not required to do certain things, does not mean you don't do it."

18. In their natural and ordinary meaning the said words meant and were understood to mean that the plaintiff is an immoral character and has mental health issues.

19. On 26<sup>th</sup> September 2009, the defendant wrote and published the following words defamatory of the plaintiff;

"Most likely, when Sam was making that agreement for us, he must have deleted the part of the agreement that dealt with Insurance Policy or Strata or any such obligation on the part of the Builder, Seller or Contractor or on the part of himself as the owner of half of that building."

20. In their natural and ordinary meaning the said words meant and were understood to mean that it was most likely that the plaintiff had deliberately deleted certain aspects of the development agreement in an attempt to deceive the defendant.

21. On 26<sup>th</sup> September 2009, the defendant wrote and published the following words defamatory of the plaintiff;

*"Now I knew that Sam was lying but I still wanted to forget about this issue because WE HAD TO LIVE AS NEIGHBORS. Besides I am a used car dealer and I know first hand how difficult it is for someone to do business honestly. I myself says a lot of lies in the course of the day."*

22. In their natural and ordinary meaning the said words meant and were understood to mean that the plaintiff is a liar and a dishonest businessman.

23. On 26<sup>th</sup> September 2009, the defendant wrote and published the following words defamatory of the plaintiff;

*"Just one minute ago Sam had lied about the cost of asphalt and overcharged us \$7000 and as if that did not give Sam any satisfaction, he now wanted to WAIVE CHARGES for putting asphalt instead of concrete. I knew it right then and there that there was something was wrong with*

*Sam. Sam had clearly crossed all boundaries. Legal boundaries and moral boundaries. Apart from the \$7000 he overcharged us for the driveway, now Sam was charging me \$1800 for a \$400 BACK PORCH CONCRETE PAD. He charged me \$5150 extra for tiles."*

24. In their natural and ordinary meaning the said words meant and were understood to mean that the plaintiff is a deceitful and unscrupulous man who is guilty of illegal and immoral conduct.

25. On 28<sup>th</sup> September 2009, the defendant wrote and published the following words defamatory of the plaintiff;

*"You sold us an almost half a million dollar house by means of dishonesty, maybe not legal dishonesty but definitely a moral dishonesty"*

*"You overcharged us thousands of dollars for many many things."*

*"You have done quite a sub-standard work all over our house."*

26. In their natural and ordinary meaning the said words meant and were understood to mean that the plaintiff is a dishonest, immoral, untrustworthy businessman who performs poor quality work.

27. On 11<sup>th</sup> January 2010, the defendant wrote and published the following words defamatory of the plaintiff;

*"Somehow he succeeded in trapping and forcing us to pay all the money that he wanted us to pay..."*

28. In their natural and ordinary meaning the said words meant and were understood to mean that the plaintiff acted in a conniving manner and exerted improper pressure on the defendant to pay him an unreasonable sum of money.

29. On 11<sup>th</sup> January 2010, the defendant wrote and published the following words defamatory of the plaintiff;

*"And think about the business ethics of this man...there are at least 10 million problems and issues with the house he has sold us..."*

30. In their natural and ordinary meaning the said words meant and were understood to mean that the plaintiff is an unethical businessman with whom it is not safe to do business and the quality of his and/or his company's workmanship is poor.

31. On 11<sup>th</sup> January 2010, the defendant wrote and published the following words defamatory of the plaintiff;

*"Do you see the slum mentality this man has....he would rather engage in such third class behavior of trying to threaten and scare his customers and people who trust him....instead of resolving any issues peacefully like decent, civilized people?...he wants the harshest punishment for me because I have disobeyed the order of Emperor Sam Thevasaeyan."*

32. In their natural and ordinary meaning the said words meant and were understood to mean that the plaintiff is an unapproachable and potentially dangerous man who should not be challenged for fear of retribution.

33. On 11<sup>th</sup> January 2010, the defendant wrote and published the following words defamatory of the plaintiff;

*"The bottomline is...your client is covered in fraud, lies and greed from head to toe."*

34. In their natural and ordinary meaning the said words meant and were understood to mean that the plaintiff is a thoroughly lying, fraudulent and greedy character.

35. On 11<sup>th</sup> January 2010, the defendant wrote and published the following words defamatory of the plaintiff;

*"Who has sold an almost half a million dollars house by lying and cheating and deceiving a friend/customer? Me or Sam? Who has constantly lied and cheated about so many many other issues? Me or Sam? Who is in breach of contract and breach of trust? Me or Sam? Who has overcharged \$15,000 to a friend/customer and made him spend another \$20,000 in fixing*

*problems in their brand new house and in legal fees? Me or Sam? Who has taken advantage of a friend/customer and done a complete sub-standard job? Me or Sam? Who has done and is doing business by threatening and trying to scare their friend/customer? Me or Sam? Who has behaved in a degrading and disgusting and disgraceful manner with a friend/customer? Me or Sam? Who is to be blamed for this defamation as a result of all this?"*

36. In their natural and ordinary meaning the said words meant and were understood to mean that the plaintiff is a deceitful, untrustworthy, unethical, menacing, detestable man.

37. On 11<sup>th</sup> January 2010, the defendant wrote and published the following words defamatory of the plaintiff;

*"Of course, our client is an Outstanding Public Figure and actually Sony is a CROOK and FRAUD..."*

38. In their natural and ordinary meaning the said words meant and were understood to mean that the plaintiff is a crook and a fraud.

39. On 11<sup>th</sup> January 2010, the defendant wrote and published the following words defamatory of the plaintiff;

*"It is true that I am an Indian and so I was thinking of protecting them from Sam but at the same time I am now a citizen of Cayman Islands and so I have an obligation and responsibility towards this country and the Caymanian people as well and by the same extension, towards all the people who live on this Island."*

40. In their natural and ordinary meaning the said words meant and were understood to mean that the general public of the Cayman Islands require protection from the plaintiff's business practices.

41. On 11<sup>th</sup> January 2010, the defendant wrote and published the following words defamatory of the plaintiff;

*"But at least nobody can call me a crook or a fraud or a liar or dishonest or deceitful or disgusting or disgraceful or a cheat or a thief or greedy or anything like that."*

42. In their natural and ordinary meaning the said words meant and were understood to mean that the plaintiff is a crook, a fraud, a liar, a thief and a deceitful, disgusting, disgraceful, cheating, greedy man.

43. On 11<sup>th</sup> January 2010, the defendant wrote and published the following words defamatory of the plaintiff;

***"Fraud.** We have been sold this house by means of fraud, lies and deceit... So we are now a victim of a HALF A MILLION DOLLAR FRAUD committed by a person who we thought was a friend."*

44. In their natural and ordinary meaning the said words meant and were understood to mean that the plaintiff has committed a half a million dollar fraud and he is lying and deceitful man who has victimised the defendant.

45. On 11<sup>th</sup> January 2010, the defendant wrote and published the following words defamatory of the plaintiff;

*"What other tricks do you have in your bag? If you ask me, the most obvious, natural and logical next step for you would be to spend few thousand dollars more and hire some people with guns and send them to threaten and scare me."*

*"Life will be a smooth sailing for you after this as nobody can dare go against your wishes unless they were willing to risk their and their family's safety and life."*

46. In their natural and ordinary meaning the said words meant and were understood to mean that the plaintiff is a potentially dangerous and violent man who will go to extreme lengths to threaten and intimidate people.

47. On 11<sup>th</sup> January 2010, the defendant wrote and published the following words defamatory of the plaintiff;

*"But you turned out to be a complete stupid and ignorant man."*

48. In their natural and ordinary meaning the said words meant and were understood to mean that the plaintiff is a completely stupid and ignorant man.
49. On 25<sup>th</sup> August 2010, the defendant wrote and published the following words defamatory of the plaintiff;
- "I could have saved almost half a million dollar that I wasted on this house..."*
- "Anyone who wants to see the substandard work this man has done on our house..."*
50. In their natural and ordinary meaning the said words meant and were understood to mean that the plaintiff has performed substandard work.
51. On 28<sup>th</sup> July 2011, the defendant wrote and published the following words defamatory of the plaintiff;
- "And now, Sam wants to bring my children on the Street."*
52. In their natural and ordinary meaning the said words meant and were understood to mean that the plaintiff wishes to make the defendant's children homeless.
53. On 28<sup>th</sup> July 2011, the defendant wrote and published the following words defamatory of the plaintiff;
- "Selling this house by hiding the insurance issue is a half a million dollar fraud that you have committed with us."*
54. In their natural and ordinary meaning the said words meant and were understood to mean that the plaintiff has committed a fraud worth half a million dollars against the defendant.
55. On 28<sup>th</sup> July 2011, the defendant wrote and published the following words defamatory of the plaintiff;

*"And then I keep wondering if Sam tried to save a few dollars by using less or low quality cement, like they do in India and other third world countries and if the house will just crumble when there is an earthquake."*

56. In their natural and ordinary meaning the said words meant and were understood to mean that the plaintiff may have tried to maximize his profits by using poor quality building materials in the construction of the defendant's home.

57. On 28<sup>th</sup> July 2011, the defendant wrote and published the following words defamatory of the plaintiff;

*"I trusted this man so much and in return for that trust, today he is ready to spend thousands and thousands and thousands of dollars in trying to threaten and intimidate me by sending police to me and by wanting to hire big lawyers from London to bring my children on the street..."*

58. In their natural and ordinary meaning the said words meant and were understood to mean that the plaintiff is an untrustworthy man who threatens and intimidates people unjustly and is willing to render the defendant's children homeless.

59. On 28<sup>th</sup> July 2011, the defendant wrote and published the following words defamatory of the plaintiff;

*"Sam had actually trapped him into buying the house and recently even managed to cleverly bring his children on the street."*

60. In their natural and ordinary meaning the said words meant and were understood to mean that the plaintiff made the defendant agree to buy a house by dishonest and deceitful means and may have a plan to make the defendant's children homeless.

61. On 28<sup>th</sup> July 2011, the defendant wrote and published the following words defamatory of the plaintiff;

*"If there was someone else in my place, not an Indian, but say for example a Caymanian or a Jamaican, would you have done business with them like this and then would you have threatened them too by saying that you will bring their children on the street."*

62. In their natural and ordinary meaning the said words meant and were understood to mean that the plaintiff has deliberately victimised the defendant because he is an Indian and is accordingly racist or discriminatory towards Indian people.

63. On 28<sup>th</sup> July 2011, the defendant wrote and published the following words defamatory of the plaintiff;

*"And after your modus operandi becomes exposed, I will be forced to sue you for fraud and for all the pain and suffering..."*

64. In their natural and ordinary meaning the said words meant and were understood to mean that the plaintiff will be uncovered as a fraud.

65. On 28<sup>th</sup> July 2011, the defendant wrote and published the following words defamatory of the plaintiff;

*"I have had several people say to me lately – 'He has done this to many people.' So many Sri Lankans and Indians are regretting buying properties from you for one reason or the other."*

66. In their natural and ordinary meaning the said words meant and were understood to mean that the plaintiff has taken advantage of many people within the Sri Lankan and Indian communities on the Island by selling them substandard and/or unsatisfactory properties.

67. On 28<sup>th</sup> July 2011, the defendant wrote and published the following words defamatory of the plaintiff;

*"Just because some people may have sold themselves to you, do you really think you can buy everybody in this world by throwing few dollars at them."*

68. In their natural and ordinary meaning the said words meant and were understood to mean that the plaintiff has used money to bribe and/or influence people.
69. On 28<sup>th</sup> July 2011, the defendant wrote and published the following words defamatory of the plaintiff;
- “If I was a multimillionaire like you, I too would have hired a big lawyer from London and sued you for fraud.”
70. In their natural and ordinary meaning the said words meant and were understood to mean that the plaintiff has committed a fraud against the defendant.
71. In consequence the Plaintiff's reputation has been seriously damaged and he has suffered distress and embarrassment.
72. Further in consequence the company known as Pro Plus Construction Company Ltd. has suffered a general loss of business which has impacted on the Plaintiff and his family.

Particulars

- i. During the period 2006 to 2008 the company were contracted to build approximately 10 houses for members of the Indian community in the Islands.
  - ii. During the same period the company built approximately forty 40 houses in total, so approximately one quarter of their business came from members of the Indian community in the Islands at that time.
  - iii. The average home price was CI\$250,000 and the profit would have been approximately 20% of the total price or CI\$50,000.
  - iv. Since 2008 and the first email publication by the Defendant, the company has not been contracted by one single member of the Indian community in the Islands.
  - v. Given that recent emails have now been sent to a much larger group of people, it is anticipated that the Plaintiff's reputation and therefore the reputation of the company will have suffered further.
73. Further in consequence the Plaintiff has suffered a loss of income.

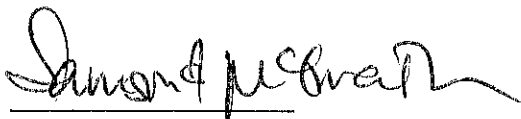
Particulars

- i. Paragraph 72 above is repeated.
- ii. The Plaintiff was previously a shareholder in a Hedge Fund business known as Ophedge and received remuneration in the sum of US\$175,000 per annum. In 2010 and in consequence of the Defendant's emails, the Plaintiff sold his shares in the business for fear of a negative impact on the reputation of the firm or its principles, some of whom are high profile investors.
- iii. The Plaintiff has been unable to secure alternative employment and/or effectively promote the services of his other company known as AIMS Ltd.

74. In aggravation of damages, the Plaintiff will rely on the fact that the Defendant has been sent two cease and desist letters to date and received a warning regarding his actions from the Royal Cayman Islands Police (RCIPS) and yet he has persisted to state in his email dated 28<sup>th</sup> July 2011; *"After 2 months I am going to seek help from outside our little community and write to the Governor, the Political Leaders, the Attorney General, all the Judges and Lawyers, all Government Departments, the Canadian Consulate, the Press, all the churches, all other big and small people on the island and to some of your business partners, investors and shareholders"*. In support of this comment, the Defendant has attached to the relevant email a document titled, 'All the Emails Addresses I have'. The mailing list consists of approximately 4500 people.

AND THE PLAINTIFF claims:

- i. Damages, including aggravated damages, for libel;
- ii. An injunction restraining the Defendant whether by himself, his servants or agents or otherwise, from publishing or causing to be published the same or similar words defamatory of the Plaintiff.
- iii. Costs.
- iv. Such further and other relief as this Court may deem just.



Samson & McGrath

Attorneys for the Plaintiff

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.

Samson & McGrath  
Attorneys at Law  
5<sup>th</sup> Floor Genesis Building  
Genesis Close  
PO Box 446  
George Town  
Grand Cayman

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

[Empty box for defendant's attorney indorsement]

**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 instalments or otherwise.

**See over for notes for guidance**

**Please complete overleaf**

## Notes for Guidance

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

