

Writ of Summons (O.6, r.1)

IN THE GRAND COURT OF THE CAYMAN ISLANDS
HOLDEN AT GEORGE TOWN, GRAND CAYMAN

CAUSE NO.

OF 2016

BETWEEN

AVINASH RAWAL

PLAINTIFF

MAR 17 2016
AND:

TENEISHA WILSON

DEFENDANT

SPECIALLY ENDORSED WRIT OF SUMMONS

TO: DEFENDANT: TENEISHA WILSON, George Town, Grand Cayman, Cayman Islands.

Insurance company - British Caymanian Insurance Co. Ltd., BritCay House, 236 Eastern Avenue, George Town, Grand Cayman P.O. Box 74, KY1-1102, 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 495G, George Town, Grand Cayman, the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

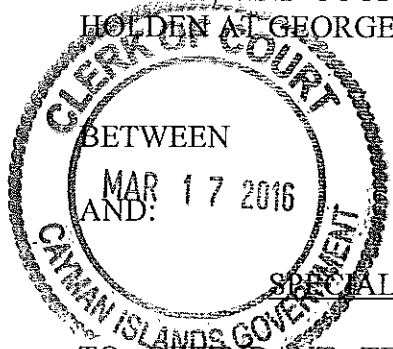
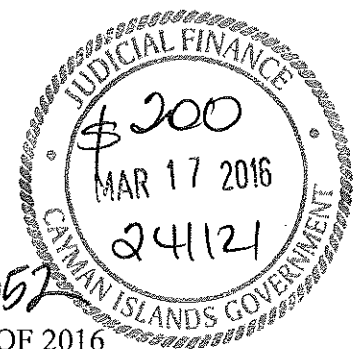
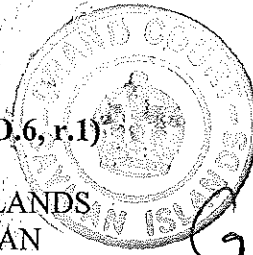
If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiffs may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 17 day of March 2016

NOTE - This Writ may not be served later than 4 calendar 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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STATEMENT OF CLAIM

1. At or about 1 pm on 24 July 2013 the Plaintiff was riding a motor cycle registration number 134738 when the Defendant so negligently drove her motor vehicle Honda Accord motor vehicle registration number 140143 that it collided with the Plaintiff.
2. The accident occurred in front of Casanova Restaurant just at the T-junction as the Plaintiff was approaching the junction from North Church Street. The Defendant was attempting to join the main road from a side road, Mary Street, and whilst looking left and not checking to her right – which was the direction from which the Plaintiff was travelling relative to the Defendant – the Defendant pulled out and into the path of the traffic and thus the Plaintiff and his motor cycle hitting the motor cycle and the Defendant on the left-hand side. It will be shown from photographs of her vehicle and that of the motor cycle that the Plaintiff had almost cleared the junction and that the Defendant had clipped the rear of the Plaintiff's motorcycle and his left leg.
3. The collision was caused by the negligence of the Defendant.

Particulars of Negligence

- a) Driving at an excessive speed
 - b) Failing to keep any or any proper look-out or to have any or any sufficient regard for traffic that was or might reasonably be expected to be at or approaching the junction of these roads.
 - c) Emerging onto the junction of this road from a side road without first ascertaining or ensuring that it was safe so to do and when it was unsafe and dangerous so to do.
 - d) Failure to give any or any adequate warning of her intention to enter the junction.
 - e) Failure to see the Plaintiff in sufficient time to avoid colliding with him or at all.
 - f) Failure to stop, to slow down, to swerve, or in any way so to manage or control her motor vehicle as to avoid the collision.
4. On 5 August 2015 the Defendant was convicted in the Summary Court sitting at George Town, Grand Cayman, of careless driving of her Honda Accord motor vehicle registration number 140143 contrary to section 69 of the Traffic Law (R2003). The said conviction is relevant to the issue of negligence and the Defendant intends to rely on it as evidence in this action.

5. Further it is averred that the facts of the accident speaks for themselves as being an occurrence which cannot normally happen without negligence.
6. By reason of these matters, the Plaintiff sustained injuries and he has suffered loss and damage.

PARTICULARS OF INJURIES

The Plaintiff date of birth is 22 November 1969. This accident has resulted in the Plaintiff receiving a broken ankle which was operated on by Dr. Shakher of George Town Hospital on 24 July 2013. As a result of this accident, the Plaintiff was off work for nearly 5 months. The Plaintiff will rely on the medical report of Dr. Mathias Herzig MD, PhD dated 22 March 2014 and 12 February 2016.

PARTICULARS OF SPECIAL DAMAGES

1. Gmail Itinerary Receipt dated 20 May 2013 for USD\$1594.63.
2. Itinerary Receipt departing 2 August 2013 for USD\$734.55.
3. Rane Bandhu Aushadhalaya Chemist & Druggist dated 24 September 2013 for \$1,106.64 Rupee and \$1,415.00 Rupee.
4. Receipt from Saikrupa Medical & General Stores for \$1,105.22 Rupee.
5. Gmail Itinerary Receipt dated 1 October 2013 for \$3,633.00 Rupee.
6. Receipt from Sanjivani Physiotherapy Clinic & Rehabilitation dated 29 November 2013 for \$2,250.00 Rupee.
7. Receipt from Cayman Islands Government dated 28 January 2014 for C\$25.00.
8. Receipt from Cayman Islands Government dated 30 January 2014 for C\$100.00.
9. Receipt from Chrissie Tomlinson Memorial Hospital dated 1 March 2014 for C\$99.00 with a pending balance of C\$231.45.
10. Medical Report from Dr. Matthias Herzig, MD, PhD dated 22 March 2014 for C\$600.00.
11. Letter from the Dean of St. Mathew's University dated 25 March 2014 with reference to months off and unpaid wages of three(3) months October, November and December 2014 USD\$3,458.33 twice per month. Total sum owed for loss of salary USD\$20,749.98.
12. Invoice for booking flights to and from India for \$5,080 Rupee.
13. eTicket Receipt from Cayman Airways dated 28 May 2014 for USD\$411.15.
14. Butterfield Online Banking transactions dated 6 June 2014 with transactions from British Airway for GBP\$1,746.29.
15. Receipts from Rane Bandhu Aushadhalaya Chemist & Druggist dated 27 July 2014 for \$1,380.44 Rupee and \$1,642.36 Rupee.
16. Receipts from Rane Bandhu Aushadhalaya Chemist & Druggist dated 27 July 2014 for \$2,637.62 Rupee and \$2,907.62 Rupee.

17. Receipt from Shree Renuka Medicines dated 8 August 2014 for \$77.30 Rupee.
18. Receipts from Rane Bandhu Aushadhalaya Chemist & Druggist dated 27 July 2014 for \$37.00 Rupee.
19. Explanation of Benefits from St. Mathew's University Administered by Cayman First Insurance Company Limited for Invoice# 3407860 for CI\$4,727.17, Invoice# 3419400 for CI\$134.29, Invoice#3419401 for CI\$6.30, Invoice#3452453 for CI\$15.97 Invoice# 77135 for CI\$238.83, Invoice#3610882 for CI\$108.74, Invoice#3613115 for CI\$69.37 and CI\$17.02 for medication from the Strand Pharmacy. Reimbursements of CI\$150.88 and CI\$395.52.
20. Invoice from Dr. M. F. Herzig dated 12 February 2016 from CI\$300.00.

Total:

CI\$7,219.54

USD\$23,490.31 = CI\$19,262.05

Rupee\$23,272.20= CI\$280.63

GBPS\$1,746.29= CI\$2,063.73

Total Amount CI\$28,825.95

AND the Plaintiff claims

(i) Damages

(ii) Further, pursuant to The Judicature Law (1995 Revision), the Defendant is entitled to and claims interest on such sums as are found to be due at such rate and for such period as the Court shall think fit.

(iii) Costs



CHAMBERS

Clyde Allen

THIS WRIT was issued by Clyde H. Allen, Chambers on behalf of the Plaintiff whose address for service is P.O. Box 31076 SMB, 2nd Floor, Suite 10, Jack & Jill Building, 19 Fort Street, KYI-1205, George Town, Grand Cayman, Cayman Islands.

Acknowledgement of service of writ of summons (0.12, r.3)

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 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 Acknowledgement 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 judgement 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 the 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 liquidation 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 stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make or 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 Acknowledgement of Service and return it to the Courts Office.
2. For the purpose of calculating the period of the 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 deferent 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 authorized 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.

IN THE GRAND COURT OF THE CAYMAN ISLAND
HOLDEN AT GEORGE TOWN, GRAND CAYMAN

CAUSE NO. _____ OF 2016

BETWEEN AVINASH RAWAL PLAINTIFF
AND: TENEISHA WILSON DEFENDANT

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.

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 a 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

Service of the Writ is acknowledged accordingly

(Signed).....

[Attorney] for

Address for service: (please see overleaf)

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.

Clyde Allen
CHAMBERS
Attorneys-At-Law
PO Box 31076SMB
Jack & Jill Bldg, KY1-1205
Grand Cayman
Cayman Islands

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

