

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 0069 OF 2016

BETWEEN: PROPRIETORS OF STRATA PLAN #159

PLAINTIFF

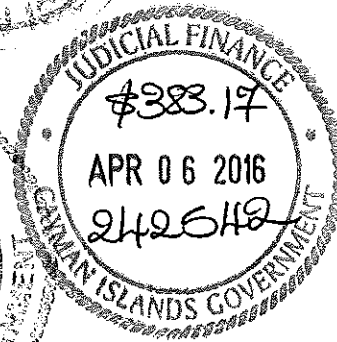
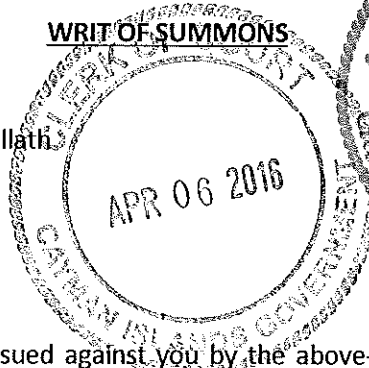
AND: (1) PRASHANTH PUTHILLATH  
(2) ANA MARIA PUTHILLATH

DEFENDANT



**WRIT OF SUMMONS**

TO: Prashanth and Ana Maria Puthillath  
Of: HL37, Silver Oaks  
Crewe Road  
George Town  
Grand Cayman



THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff c/o BCQS Property Management Ltd, 2<sup>nd</sup> Floor, Whitehall House, North Church Street, George Town Grand Cayman (Ref: MB) 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 495, George Town, Grand Cayman KY1-1106, 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: 6 April 2016.

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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2016

BETWEEN: PROPRIETORS OF STRATA PLAN #159 PLAINTIFF  
AND: (1) PRASHANTH PUTHILLATH DEFENDANTS  
(2) ANA MARIA PUTHILLATH

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STATEMENT OF CLAIM

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- 1 At all material times, the Plaintiff is and was a strata corporation established under the Cayman Islands Strata Titles Registration Law (2013 Revision) (the "Law"), being the condominium development known as Silver Oaks.
- 2 The Defendant are and were at all material times the registered owners of one of the Strata lots at Silver Oaks, being Registration Section George Town, Block 20D, Parcel 408H73 known as Unit HL37 Silver Oaks ("the Property").
- 3 The control, management, administration, use and enjoyment of the Strata lots and the common property contained in the registered strata plan of the Plaintiff is regulated by its Strata By-laws ("the By-laws").
- 4 Pursuant to By-Law 5(3), it is the Defendants' obligation to pay to the Plaintiff all contributions to the fund for administration expenses levied by the Plaintiff and their due proportion of all other costs and expenses incurred by the Plaintiff in connection with the performance of its duties under the Law and the By-laws within 14 days of demand.
- 5 The Plaintiff levies such contributions by way of monthly invoices sent to the Defendant stating the payment due for that month which are payable in arrears.
- 6 Despite repeated demand by the Plaintiff, the Defendant has failed, refused and/or neglected to make payment of any, or all, of the contributions levied by the Plaintiff.

7 As at 1 March 2016, pursuant to By-law 38, the Defendant was justly and truly indebted to the Plaintiff in the sum of at least **CI\$48,127.43** including the following sums:

7.1 **CI\$10,528.73** (the "First Principal Sum"), which is the balance, as at 13 April 2015, of a judgment sum in the Summary Court in Cause no. SC 323 Of 2009 dated 5 October 2009 and

7.2 **CI\$9,281.89** (the "Second Principal Sum"), which is the balance, as at 13 April 2015, of a further judgement in the Summary Court in Cause no. 213 of 2011 dated 6 September 2011.

8 Accordingly, the sum claimed in these proceedings is **CI\$48,127.43** less the First and Second Principal Sums, namely **CI\$28,316.86** (the "Sum Claimed").

9 Further, the Plaintiff's entitlement to payment continues to accrue on a monthly basis and, if payment is not made in accordance with the By-laws, the Plaintiff will add the accrued amounts to the Sum Claimed herein (the "Periodic Payments").

10 Further, the Plaintiff seeks and is entitled to interest calculated in accordance with clause (a) of the proviso to Clause 5(3) of the By-laws continuing at the rate of 4% above the London Interbank Offer Rate for United States Dollars or a minimum of 12% per annum (the "Rate") until judgment or sooner payment at the daily rate of **CI\$9.31** (calculated at 12%) on the Sum Claimed and at the Rate on any further unpaid Periodic Payments alternatively pursuant to section 34(1) of the Judicature Law (2013 Revision) from and to such dates, and in such amounts, and at such rates, as this honourable Court thinks just.

11 The Second Principal Sum is secured by a Charging Order over the Property, granted in Summary Court Cause no. SC416 of 2013 on 10 January 2014, and made absolute on 20 June 2014 (the "Charging Order"). The Charging Order is registered on the land register for the Property, but ranks behind a charge in favour of the Cayman Islands Development Bank ("CIDB").

12 The Plaintiff sought to exercise its power of sale under the Charging Order during the course of 2015 and received a signed Offer to Purchase in CIREBA form dated 1 September 2015 from a prospective purchaser in the sum of **CI\$169,000**. The Property was valued by Bould Consulting Limited on 13 November 2015, and their opinion of the current Market Value of the Property was

CI\$160,000. Despite the fact that the Offer to Purchase was in excess of the Market Value, CIDB refused to consent to the completion of the Sale.

13 Accordingly, as the strata fees have not been kept current for in excess of 30 days of demand, pursuant to the Proviso to Clause 5(3) of the Bylaws alternatively, as a result of the failure to sell pursuant to the powers of sale attaching to the Charging Order, the Plaintiff seeks and is entitled:

13.1 pursuant to Clause (b) of the Proviso to Clause 5(3) of the Bylaws:

(a) to enter into possession of the Property

(b) to appoint an agent as receiver of the rents and profits of the Property; and

13.2 pursuant to Clause (c) of the Proviso to Clause 5(3) of the Bylaws, to change the locks of the Property in order to permit its rental.

14 Further, the Plaintiff seeks and is entitled to its costs of these proceedings on a full indemnity basis either at common law and/or as the result of a necessary term implied into the contract between the Plaintiffs and the Defendants created by the Bylaws and section 21(7) of the Law.

**AND THE PLAINTIFF CLAIMS:**

(1) Judgment against the Defendant in the sum of **CI\$28,316.86** together with any additional unpaid Periodic Payments at the date of judgment;

(2) Interest on the Principal Sum calculated at the daily rate of CI\$9.31 from 15 March 2016 and on any further unpaid Periodic Payments at the Rate alternatively at such rate from such date and on such amount as this honourable Court thinks just.

(3) Declarations that:

(i) It is entitled:

(A) to enter into possession of the Property

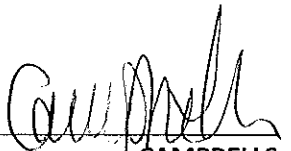
(B) to appoint an agent as receiver of the rents and profits of the Property;  
and

(ii) it is entitled to change the locks of the Property in order to permit its rental.

(4) Vacant possession of the Property.

- (5) Indemnity costs, alternatively such other order as to costs as this Honourable Court thinks fit
- (6) Such further and/or other relief as this Honourable Court deems appropriate.

Dated: 6 April 2016  
Filed: 6 April 2016



CAMPBELLS  
Attorneys for the Plaintiff

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2016

BETWEEN: PROPRIETORS OF STRATA PLAN #159 PLAINTIFF
AND: (1) PRASHANTH PUTHILLATH DEFENDANT
(2) ANA MARIA PUTHILLATH

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 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

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.

Campbells  
4<sup>th</sup> Floor Willow House  
PO Box 884  
George Town  
Grand Cayman KY1-1103  
(Ref: KAH/LC/14996-23400)

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.