

Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC 201 OF 20

BETWEEN: *NARAYANI KUATRI*



Plaintiff

AND: *FAITHIA MOHAMED*



Defendant

PLAINT

To the Defendant



*Faithia Mohamed
George Town
Grand Cayman
Cayman Islands*

THIS PLAINT 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 service of this **Plaint** on you, counting the day of service, you must either satisfy the claim or return to the Court Office, PO Box 495, George Town, Grand Cayman KY1-1106, Cayman Islands, the accompanying Acknowledgment of Service form stating therein whether you intend to contest this action. If you intend to defend the action, in whole or in part, you must set out **full particulars of your defense** in the space provided in the Acknowledgement of Service form.

If you fail to satisfy the claim or fail to return the Acknowledgement of Service form containing full particulars of your defense, the Plaintiff may apply for a **default Judgment** without any further notice to you.

Issued this **2** day of **October 2018**

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

(Here set out in numbered paragraphs the grounds upon which the Plaintiff claims that the Defendant is indebted to him or is liable to pay damages to him)

- 1 On February 23 2018 a contract was drawn up for the sale of Inspiration Beauty Salon & Clothen Store (which was owned by the plaintiff Narayani Kuatri)(exhibit 1)
- 2 The Purpose for this contract was that the plaintiff was selling her business to the defendant Faithia Mohamed. A contract was signed between the Plaintiff and the defendant fully explaining the terms and conditions including the late fees and legal action. to which the defendant stated that he fully understood(exhibit 1)
- 3 The sale of the business was for CI\$15,000.00 and the payments were to be CI\$2,000.00 as first payment and then CI\$2000.00 to be paid every month until the monies was paid in full as per contract.
- 4 The contract was signed by both parties and witness by a justice of peace on February 23 2018. The first payment of CI\$2,000 was received.
- 5 A payment of CI\$2,000.00 was expected to be paid to the plaintiff from the defendant on March 26 2018, however that did not happen, The plaintiff called and visited the defendant concerning her payment, however the defendant would give one excuse after another why she could not pay.
- 6 On August 6 2018 the plaintiff went to the defendant at the salon and demanded a payment as the defendant was now five and a half months in arrears. The defendant gave the plaintiff a Bank Of Butterfield Check # 00023 in the amount of \$3,000.00 and promised the plaintiff that she would pay her another payment the end of August 2018.(Exhibit 2)
- 7 The plaintiff took the check to change it at the Bank of Butterfield and was informed by the teller that the check could not be cashed because lack of funds. The bank then called the defendant and informed her that the check could not be cashed because lack of funds and she replied "she would take care of it.
- 8 The Plaintiff went back to see the defendant the next day only to discovered that the defendant had left the island. The plaintiff called and texted the defendant however the defendant refused to reply.
- 9 The Plaintiff went to a Collection agency (ProCollect International) and paid their fee of \$2,600 to retrieve her monies. On August 16 2018 a demand letter was sent to the defendant via email after conversing with her on whatsapp where she provided her email address. The defendant ignored the demand letter saying that she was in Jamaica and when she returns she would take care of it.(exhibit 3)
- 10 Upon her meeting with the debt collector the defendant made up many claims that she had paid the plaintiff lots of monies on many occasions, however she said she could not prove it.
- 11 On September 5 2018 the defendant signed a promissory agreement with the debt collector agreeing to pay CI\$800.00 a month commencing September 30 2018 for 4 months and pay CI\$1,000 a month until balance was paid off. The promissory letter also stated that no further interest would be added to the balance providing. The defendant does not default.(Exhibit 4)
- 12 On Friday 28 September 2018 the debt collector visited the defendant concerning the payment and she assured him it would be paid.
- 13 On Monday October 1 2018 the debt collector once again tried to contact the defendant about the payment and she refuse to reply

14 As of Tuesday October 2 2018 the plaintiff claims \$13,000.00 in balance for the sale of the store, \$2,600 for the debt collector fees ,simple interest at \$1.78pd at 181 days \$322.18. Interest to continue at \$1.78 per day until balance is paid.

AND the Plaintiff claims:

- (1) The sum of \$15,600.00
- (2) Debt collector fee of \$2,600.00
- (3) Interest of \$322.18 as stated in paragraph 14 at \$1.78 per day and interest to continue until balance is paid off
- (4) Fixed costs of \$175.00, \$25.00 filing fee and process server fee \$100.00 alternatively costs to be assessed.
- (5) Total sum \$16,222.18



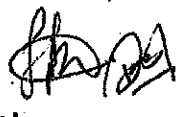
Plaintiff's Signature

Narayani Kuatri
P.O. Box 1145
Grand Cayman KY1-1101
Cayman Islands

20th February 20, 2018

This agreement is made between Narayani Khatry and Mrs. Faithia Mohamed.

In which the Salon Name **INSPIRATION BEAUTY SALON & CLOTHEN STORE** located at # 3 Passadora Place Smith Road George Town.


Feb. 26. 2018 

The Ground under which the agreement is made that as of ~~March 1st 2018~~ the said salon new owner will be Mr. & Mrs. Mohamed. Payment are made in parts. The selling price for the salon is 15,000 ci.

First payment is by March 1st or Before. There will be a part payment that will be done on a monthly basic.

- 1. Payment 2000 ci
- 2. Payment _____ which will be pay on the _____
- 3. Payment _____
- 4. Payment _____
- 5. Payment _____
- 6. Payment _____
- 7. Payment _____
- 8. Payment _____
- 9. Payment _____
- 10. Payment _____

Once again, we would like to say a special thank you. And we look to continue doing businesses with you


Nanu Narayanikhatry


Faithia Mohamed

Date: 28/02/18

Witness 



L. M. Ebanks
LOUIS EBANKS
Justice of the Peace

ID# LE020791

23/2/18

PROCOLLECT INTERNATIONAL

'Managing All Your Collection Needs'

Demand Letter

August 16, 2018
Faithia Mohamed

Re: Sale of Inspirtion Beauty Salon & Clothen Store

Dear Ms. Mohamed

We at Procollect International LTD have been instructed by our client Narayan Kautri to resolve this issue between the both of you.

A contract was drawn up on February 20 2018 for you to purchase Inspiration Beauty Salon & Clothen store, The agreement was made on February 26 2018 for the sale of CI\$15,000.00

In Accordance with the contract the first payment would be made on March 1 2018 of CI\$2,000.00 to which you did.

The contract goes on to say that there will be a part payment that will be done on a monthly basic, to which both parties signed and had it witnessed by a justice of peace in the Cayman Islands.

Since you initial payment in February 2108 you have failed or refused to make another payment towards the business.

On August 6 2018 you gave Ms Kautri a Bank of Butterfield a check # 0023 in the amount of CI\$3000.00 having full knowledge that there was no funds in the account to cover said check. To your own admission the bank called you informing you that the check was trying to be cashed and you did nothing to rectify it. (Please bear in mind that this is a criminal offence should we report it to the police)

Concerning the change of the business license we will not pursue it if payment is made along with interest and finance charges.

4 Floor Cardinal Plaza
Cardinal Avenue
P.O.Box 1145 KY 1-1101
George Town
Grand Cayman
Phone:1-345-929-7065
Email: pro_collect@yahoo.com

PROCOLLECT INTERNATIONAL

'Managing All Your Collection Needs'

Your total outstanding charges is CI\$15,600.00 including interest and finance charges.

Therefore you have 7 days from August 16 2018 to pay ProCollect International directly to Cayman National Bank in the account name of ProCollect International LTD A/C # 011-15470

If unable to pay the full amount please contact us so that further arrangements can be made.

If you fail to pay on or before August 23, 2018 we will report this to the authorities and seek criminal and Legal actions.

Thank you in advance for your prompt attention to this matter. I look forward to hearing from you. If you have any questions, please do not hesitate to contact me at 1-345-929-7065.

Attached are the contract and check.

Please do not contact my client Ms Narayani Khutri all correspondence will be done thru Procollect.

Sincerely,



Tyrone Farnum
ProCollect International

ProCollect

AUG 16 2018

International

4 Floor Cardinal Plaza
Cardinal Avenue
P.O.Box 1145 KY 1-1101
George Town
Grand Cayman
Phone: 1-345-929-7065
Email: pro_collect@yahoo.com

ProCOLLECT INTERNATIONAL

'Managing All Your Collection Needs'

PROMISORY AGREEMENT LETTER

September 05, 2018

ProCollect International
4th floor Cardinal Building
Cardinal Avenue
P.O. Box 1145 Ky1-1101 GT
Grand Cayman

Dear Ms Faithia Mohamed

Re: Monies owed to Narayani Kuatri for the sale of Inspiration Beauty Salon in the amount of \$15,000.00 including interest and charges

I Faithia Mohamed agree to pay Procollect international on behalf of Narayani Kuatri \$800.00 a month commencing September 30th 2018 until December 30 2018 and pay \$1,000 commencing January 30 2019 until December 30 2019 and a final payment of \$400.00 on January 30 2020 a total of \$15,600.00

Payment of \$2,000.00 was received on February 26 2018 to which was the first payment for the sale, Payments of \$2000.00 a month was to follow for 7 months and the final payment of \$1,000.00.

No payments were made from February 26 2018 and as such the interest and charges have been added to my outstanding balance bringing the total to \$15,600.00

I agree that no further interest will be added to my outstanding balance unless I default on my payment

Phone :1-345-929-7065
Email:pro_collect@yahoo.com
P.O.Box 1145 KY1-1101
George Town Grand Cayman

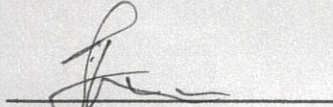
PROCOLLECT INTERNATIONAL

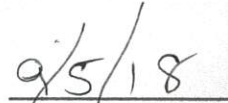
'Managing All Your Collection Needs'

I do understand that if this payment arrangement is not adhered to, this will be just cause for ProCollect to start adding on interest and proceed with Legal actions against me for the recovery of this debt. All legal fees, court fees and lawyer fees will be added to my balance This agreement covers the check #00023 that I wrote in the amount of \$3,000.00 which was returned for insufficient funds.

Payments can be made to CNB Procollect # 011-15470

Co-operatively yours,


Signature


Date



ProCollect

SEP 5 2018

International

Phone : 1-345-929-7065
Email: pro_collect@yahoo.com
P.O.Box 1145 KY1-1101
George Town Grand Cayman

DOCUMENT HAS COLORED VOID PANTOGRAPH BACKGROUND, BACK LISTS SECURITY FEATURES.

EXCLUSIVE IMMIGRATION CONSULTANT AGENCY
P.O. BOX 11861
GRAND CAYMAN KY1-1010
CAYMAN ISLANDS
TEL: (345) 945-3256 OR 547-7177

Refer to drawer # 04/42015

00023

Date

08/08/2018

Pay to the
Order of

Narayani Khetri

CI\$

3000.00

Three Thousand

Dollars

Butterfield



BUTTERFIELD PLACE BRANCH
P.O. BOX 705, GRAND CAYMAN KY1-1107
CAYMAN ISLANDS
For

[Signature]

⑈00023⑈⑈000000⑈250⑈1361684720037⑈

3259174
MOB 3,000.00



Endorsement Signature or Stamp

NPL PPA#1025373
EXP 12 Feb 2027

BACK/ENDOS

No. 2 - Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC 201 OF 20

BETWEEN: *NARAYANI KUATRI*

Plaintiff

AND: *FAITHIA MOHAMED*

Defendant

ACKNOWLEDGEMENT OF SERVICE

1 State Defendant's name and address -

*Faithia Mohamed
George Town
Grand Cayman
Cayman Islands*

2 State whether the Defendant intends to contest the action.

Yes

No

3 If you do not intend to contest the action, do you want time in which to pay the claim?

Yes

No

4 If you do intend to contest the action, in whole or in part, you must set out full particulars of your defense overleaf.

Service of the Plaintiff is acknowledged accordingly.

Faithia Mohamed

Defendant's Signature

DATED this day of , 2018

See Overleaf

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs the grounds upon which the Defendant says that he is not liable to the Plaintiff, or is not liable for the full amount claimed)

Defendant's Signature

REMINDER - This form must be taken or sent to the Court Office, PO Box 495, Grand Cayman KY1-1106 Cayman Islands within 14 days of receipt otherwise a default Judgment may be entered against you.