



PLAINT

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

CAUSE NO. SC 41/ 2019

BETWEEN: Ian & Cindy Bodden T/A
Underground Pirates Caves
AND: Kellian and Samuel Aashikpelokhai
T/A Pirates Eatery

PLAINTIFFS

DEFENDANTS



TO: Kellian & Samuel Aashikpelokhai
c/o Pirates Eatery, Bodden Town, Grand Cayman

THIS PLAINT has been issued against you by the above-named Plaintiffs 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's Office, P.O.Box 495, Grand Cayman, the accompanying Acknowledgment of Service form stating therein whether you intend to contest this action. If you intend to contest the action whole or in part, you must set out full particulars of your defence in the space provided in the Acknowledgment of Service form.

If you fail to satisfy the claim or fail to return the Acknowledgment of Service form containing full particulars of your defence, the Plaintiff may apply for a Default judgment without further notice to you.

Issued this 22 nd day of February, 2019.

PARTICULARS OF CLAIM

1. By a lease made between 1st plaintiff and the defendants dated 17th July, 2017 the defendant demised unto the defendants Unit 2 retail space at property known as Bodden Town, Block 44B, Parcel 78 for a term of five (5) years at a monthly rental of CI\$1,000.00 payable in advance on the 1st day of every month.
2. The unit was advertised for CI\$1,000.00 per month but the 1st plaintiff and the defendants negotiated the rental to CI\$1,100.00 per month, the reason being that this would include, the outside studio attached to the lease building, that was initial plan for the plaintiff to keep and use as their future caves opening ticket booth. However at some point the defendant convinced the 1st plaintiff to lease for an amount of CI\$100.00 more for a total of CI\$1,100.00.
3. Under the terms of the lease, the defendants were permitted to use the demised premises exclusively as a commercial retail storefront.
4. By Clause 2 of the lease, the defendants covenanted to pay the rental sum of CI\$1,100.00 monthly
5. That since October of 2017, December 1st 2018 and January of 2019, the defendants have been paying CI\$ 1,075.00 and CI\$1,025.00 per month having made unauthorized monthly deductions of CI\$450.00 from the rent resulting in failing to pay the full CI\$1,100.00 as specified in the lease.
6. These unauthorized deductions include one unnecessary repair costs to the ac unit when this was in perfect working condition and claim for the deduction for repair costs to bathroom and eve lights when these were never repaired.
7. Clause 1 of the lease establishes that the term of the lease is five(5) years from 1st August, 2017 to 1st August, 2022.
8. Notwithstanding this, the defendants placed an article in the Cayman Compass on or about of February 2018 that the lease term is ten (10) years in breach of contract.
9. Clause 5 of the lease contains a provision making the defendants liable for the payment of all utilities used in the premises during the term of the lease. These include light, water, television, telephone and the like.
10. The defendants used water to great excess at the demised premises and were unable to pay the water bill resulting in making five special payment plans with Water Authority commencing at CI\$99.00 1st payment plan, which agreements they have failed to honour incurring a debt of CI\$2,682.00 which has been paid up to date as Water Authority sent a notice to the 1st plaintiff of permanent disconnection around January 26th of 2019

11. In breach of the said covenants, the defendants failed to remedy most of the breaches complained of above
12. On or about November 26, 2018, the 1st plaintiff instructed his attorneys to write to the defendants requesting that they remedy their breaches
13. That to date, the defendants have failed to remedy the said breaches and continue to commit further breaches of the said lease
14. They have advertised themselves on facebook as owners of the entire property and of the Pirates Caves and not as tenants of Unit 2 and of the Pirates Eatery only in blatant breach of their lease agreement.
15. The defendants have also openly sold on a daily basis and advertised the sale of alcohol at the premises without having in place a valid liquor license in breach of the lease agreement.
16. The plaintiffs, through their attorney, have written to the defendants advising them of this breach and issuing them with eviction notice.
17. Accordingly, pursuant to the above breaches, the 1st plaintiff is entitled to forfeit and hereby forfeits the lease.
18. Further, by reason of the said breaches of covenant the 1st plaintiff has suffered loss and damage and the value of his business has been diminished.

WHEREFORE THE 1st PLAINTIFF CLAIMS:

- a) An Order of Eviction
- b) Possession and delivery up of the demised premises to the 1st plaintiff
- c) Damages for breach of contract
- d) Costs to be taxed if not agreed.

DATED this 22nd day of February, 2019


Morris Garcia

ACKNOWLEDGMENT OF SERVICE

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ACKNOWLEDGMENT OF SERVICE

1. State the defendants names and address(es)
2. State whether the defendants intend to contest the action yes no
3. If you do not intend to contest the action, do you need 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 particulars of your defence overleaf.

Service of the PLAINT is acknowledged accordingly.

Defendants' Signature

Dated this day of , 2019

SEE OVERLEAF

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs the grounds upon which the Defendants say that they are not liable to the Plaintiffs, or are not liable for the full amount claimed).

Defendant's Signature

REMINDER-

This form must be taken or sent to the Court Office, P.O.Box 495, GT, Grand Cayman within 14 days of receipt, otherwise Default Judgment may be entered against you.