

IN THE GRAND COURT OF THE CAYMAN ISLANDS  
IN THE CIVIL REGISTRY



46  
CAUSE NO. OF 2019

BETWEEN:

ISLAND RESTAURANTS LTD.

Plaintiff

AND:

THE PORT AUTHORITY OF THE CAYMAN ISLANDS

Defendant



WRIT OF SUMMONS

TO: The Port Authority of the Cayman Islands

**THIS WRIT OF SUMMONS** has been issued against you by the abovenamed Plaintiff care of HSM Chambers, 68 Fort Street, P. O. Box 31726, George Town, Grand Cayman, KY1-1207, Cayman Islands 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, 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 29 day of March, 2019.

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.

This Writ was issued by HSM Chambers, 68 Fort Street, PO Box 31726, George Town, Grand Cayman, KY1-1207, Cayman Islands.

## INDORSEMENT

The Plaintiff, a Cayman Islands company, incorporated under the provisions of the Companies Law, entered into a Lease on 22 October 2009 (the "Lease") registered on 19 November 2009 (*see pages 1 and 2*) and leased part of the Royal Watler Terminal (the "RWT") in particular, Registration Section George Town Commercial, Block OPY Parcel 187/14 (the "Premises") for a term of five (5) years with an option to renew the Lease for a further five (5) years. The Defendant in breach of the Lease refused to acknowledge that the Plaintiff had exercised its option to renew the Lease on 17 January 2014 (the "Further Lease") pursuant to the terms of the Lease and therefore, the Defendant was in breach of the terms of the Lease. The Defendant in further breach of the Lease breached the duty to give the Plaintiff quiet enjoyment by derogating business from the Premises and in particular having a third party advertise RWT for non-tenants and closing the RWT to the general public and limiting access to the Plaintiff's Premises.

In further breach of the Lease the Defendant served a Notice to Quit on the unlawful basis that the Plaintiff had a periodic tenancy pursuant to the Registered Land Law (2018 Revision) (the "Law") and that the Plaintiff was no longer allowed to continue occupation of the Premises beyond 1 February 2019. However, the Plaintiff continued to occupy the Premises beyond 1 February 2019 until 1 March 2019 as a result of the Defendant unlawfully taking back possession of the Premises.

### AND THE PLAINTIFF CLAIMS:

- (i) specific performance of the terms of the Lease by restoring the Plaintiff to occupation of the Premises pursuant to the Lease;
- (ii) an Injunction restoring the Plaintiff to occupation of the Premises with immediate effect until further Order of the Court;
- (iii) damages;
- (iv) interest on the amounts due by the Defendants to the Plaintiff pursuant to the Judicature Law (2017 Revision) and the Judgment Debts (Rate of Interest) Rules 2012 from 1 January 2015 to 31 August 2018 at the rate of 2 3/8% per annum and continuing from 1 September 2018 until judgment herein and thereafter until payment; and
- (v) costs.

Dated this 29 day of March 2019

*HSM Chambers*

HSM CHAMBERS  
Attorneys-at-Law for the Plaintiff

TO: The Clerk of the Court  
AND TO: The Defendant

**Acknowledgment of service of writ of summons (O.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 each Defendant or by each Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, PO Box 495 GT, 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 Acknowledgement 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.

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IN THE CIVIL REGISTRY

CAUSE NO. OF 2019

BETWEEN:

ISLAND RESTAURANTS LTD.

Plaintiff

AND:

THE PORT AUTHORITY OF THE CAYMAN ISLANDS

Defendant

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ACKNOWLEDGMENT OF SERVICE OF WRIT OF SUMMONS

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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.

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1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

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2. State whether the Defendant intends to contest the proceedings (*tick appropriate box*)  
 yes  no

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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

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Service of the Writ is acknowledged accordingly

(Signed).....

[Attorney] for  
[Defendant in person]  
Address for service:

*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 communication 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.

HSM Chambers Attorneys-at-Law 68 Fort Street P.O. Box 31726 George Town Grand Cayman KY1-1207 CAYMAN ISLANDS  Ref: 420160.0002
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Indorsement by defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below.

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