

**IN THE GRAND COURT OF THE CAYMAN ISLANDS  
CIVIL DIVISION**

CAUSE NO: GC <sup>106</sup> OF 2019

**BETWEEN:**

**CAYMAN ISLANDS DEVELOPMENT BANK**

**PLAINTIFF**

**AND:**

**FAME VARONA**

**1<sup>ST</sup> DEFENDANT**

**AND:**

**KARYLL SHAKIR ITON**

**2<sup>ND</sup> DEFENDANT**

**AND:**

**DIANNE VARONA**

**3<sup>RD</sup> DEFENDANT**



**WRIT OF SUMMONS**

TO: The 1<sup>st</sup> Defendant  
Fame Varona  
P.O. Box 2153  
Grand Cayman KY1-1105

And To: The 2<sup>nd</sup> Defendant  
Karyll Shakir Iton  
P.O. Box 69  
Grand Cayman KY 1-1501

And To: The 3<sup>rd</sup> Defendant  
Dianne Varona  
P.O. Box 2153  
Grand Cayman KY1-1105

**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 Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this <sup>2nd</sup> day of July 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 and Statement of Claim was issued by KSG Attorneys at Law, Attorneys for the Plaintiff whose address for service is 4<sup>th</sup> Floor Harbour Centre, 42 North Church Street, P.O. Box 2255, KY1-1107, George Town, Grand Cayman. CIBD v Varona

## **STATEMENT OF CLAIM**

1. The Plaintiff is a bank carrying on business at Dr. Roys Drive, George Town, Cayman Islands.
2. On or about 7<sup>th</sup> October 2010 the plaintiff offered to lend to the 1<sup>st</sup> defendant the sum of CI\$20,000.00 repayable on terms recorded in writing.
3. The agreement is more particularly evidenced by an offer letter signed by the 1<sup>st</sup> and 2<sup>nd</sup> defendants on 12<sup>th</sup> October 2010 and by the 3<sup>rd</sup> defendant on 14<sup>th</sup> October 2010 as accepting the terms therein. The agreement is also evidenced by a loan agreement between the plaintiff and 1<sup>st</sup> defendant dated 12<sup>th</sup> October 2010.
4. By the loan agreement, the plaintiff and the 1<sup>st</sup> defendant agreed as follows:
  - 4.1 The plaintiff would lend the 1<sup>st</sup> defendant the sum of CI\$20,000.00.
  - 4.2 The defendant would repay the loan by monthly instalments of CI\$322.00 over a period of 84 months commencing on 31<sup>st</sup> January, 2011.
  - 4.3 interest was payable on the principal sum at the rate of base plus 2.55% per annum, with effective rate at the date of loan being 9% per annum, for 15 months commencing on 31 October 2013 and ending on 31 December 2014.
  - 4.4 In default of the monthly instalments, interest was payable at the rate of base plus 3.55% per annum from the date the instalments became due to the date of payment.
  - 4.5 The 1<sup>st</sup> defendant would secure the loan by way of a personal guarantees from the 1<sup>st</sup> and 2<sup>nd</sup> defendants.
5. Pursuant to clause 4(a) of the loan agreement, the 2<sup>nd</sup> defendant and 3<sup>rd</sup> defendant signed a guarantee on 12<sup>th</sup> October 2010. By the guarantee, the 2<sup>nd</sup> defendant and 3<sup>rd</sup> defendant jointly and severally agreed to pay to the plaintiff on demand all monies advanced to the 1<sup>st</sup> defendant and interest and charges thereon and accepted liability as principal debtor under the loan.
6. Pursuant to clause 1 of the loan agreement, the plaintiff disbursed the sum of CI\$20,000.00 to the 1<sup>st</sup> defendant.
7. In breach of the agreement the 1<sup>st</sup> defendant failed to make the monthly repayments in accordance with the terms of the agreement. The last payment received from the 1<sup>st</sup> defendant was the sum of CI\$322.00 on 2<sup>nd</sup> February 2018.

8. Despite demands made by the plaintiff, the defendants have failed to pay the amount due on the loan and as at 2<sup>nd</sup> July 2019 the sum of CI\$21,858.88 is due and owing to the plaintiff arrived at as follows:

Total Principal Outstanding	\$19,657.05
Total Interest Outstanding	<u>\$ 2,201.83</u>
<b>Total Outstanding:</b>	<b>\$21,858.88</b>

Interest continues to accrue on the principal sum at the rate of base plus 3.55% (being 8% per annum) or CI\$4.31 per day.

#### **STATEMENT REGARDING INTEREST**

- a. The Plaintiff seeks pre and post judgment interest at the rate of 8% per annum to the date of payment in accordance with contract terms and the provisions of the Judicature Law.
- b. Interest is calculated in accordance with clause 3(a) of the loan agreement at the rate of 8% per annum on the principal sum due and owing.
- c. The current interest rate is 8%.
- d. The amount of interest owing at date of issue of the Writ is \$2,201.83.
- e. The amount of interest accruing each day following the issue of the Writ is CI\$4.31.

#### **AND THE PLAINTIFF CLAIMS:**

- (i) The principal sum of CI\$19,657.05.
- (ii) Interest of \$2,201.83 accrued to 2<sup>nd</sup> July 2019.
- (iii) Pre and post judgment interest from the date of issue of Writ and interest accruing thereafter at CI\$4.31 daily until payment.
- (iv) Costs or alternatively fixed costs in the sum of CI\$500.00 plus filing fees and bailiff's fee for service.



**KSG Attorneys at Law**

#### **ENDORSEMENT**

If within the time for returning Acknowledgement of Service the Defendants pay to the Plaintiff's Attorneys-at-Law the total amount claimed of CI\$21,858.88, filing fee, ad valorem fee, interest and costs all further proceedings will be stayed.

**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 installments 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.



**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.

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

KSG Attorneys at Law  
4<sup>th</sup> Floor Harbour Centre  
George Town  
P.O. Box 2255  
KY1-1107  
Grand Cayman

Endorsement 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 endorsement]