



No. 1
Plaint



IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC 39 of 2020

BETWEEN:

Asha Marcia Charles

Plaintiff

AND:

Mickey Ramnarine



Defendant

To the Defendant

Kintyre Drive (2nd house on the right)
West Bay Road
George Town
Grand Cayman, Cayman Islands

THIS PLAINT has been issued against your 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 495GT, George Town, Grand Cayman, 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 defence** 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 defence, the Plaintiff may apply for a **default judgment** without any further notice to you.

Issued this 28 day of February 2020

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)

See attached sheet.

AND the Plaintiff claims:

- 1 The sum of KYD4,500.00.
- 2 Interest in the sum of \$ KYD100.00 calculated at the prescribed rate from to date. Prescribed rate is Butterfield prime rate + 1%. Interest to continue at this rate until claim is settled.
- 3 Fixed costs of \$ KYD 25.00, alternatively costs to be assessed. Plus any other costs incurred in submitting documents to Small Claims Court.



Plaintiff's Signature

Plaintiff's address for service

Unit 44, Hilton Estates
393 Fairbanks Road, George Town
Grand Cayman, Cayman Islands

Particulars of Claim

1. On October 3rd, 2019 the Defendant requested a loan of KYD4,500.00 from the Plaintiff, the Plaintiff agreed to lend the funds and a Loan Agreement between Asha Charles (the Plaintiff) and Mickey Ramnarine (the Defendant) was executed on October 17th, 2019. The loan per the agreement was due and payable in full on or before January 20th, 2020. A copy of the loan agreement and the Butterfield Bank Statement of the Plaintiff showing debit of USD 5,487.80 (KYD \$4,500.00) is included with the claim submission.
2. On January 15th, 2020 the Defendant e-mailed the Plaintiff asking for an extension to February 4th, 2020 to repay the loan. The Plaintiff acknowledged the request and agreed to the extension and communicated this to the Defendant via e-mail on the same date. A copy of the e-mail is included with the claim submission.
3. On February 5th, 2020 the Plaintiff emailed the Defendant asking about the repayment of funds. No response addressing the repayment was received by the Plaintiff from the Defendant.
4. On February 11th, 2020 the Plaintiff sent a formal Letter of default to the Defendant. A copy of the letter is included with the claim submission.
5. On February 14th, 2020, the Defendant responded to the Plaintiff via e-mail and said that repayment would be soon.
6. On February 16th, 2020 the Plaintiff contacted the Defendant again via e-mail, asking for a date as to when the loan would be repaid. The Plaintiff made it clear in that correspondence that the Plaintiff was preparing a submission to Small Claims Court to recover the funds. The Plaintiff also appealed to the Defendant to repay the loan before the matter was submitted to Small Claims Court.
7. On February 17th, 2020, the Defendant responded to the Plaintiff's correspondence citing illness of both himself and his mother-in-law as the reason why he had been unable to go to the bank and repay the loan. The Defendant informed the Plaintiff that he would provide an update later that week. No update was provided.
8. This claim is being submitted to the Court to facilitate the recovery of the full amount of the loan issued plus interest accumulated for the duration of the loan plus any costs incurred in submitting this claim.

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

Between:

Asha Charles

Plaintiff

AND:

Mickey Ramnarine

Defendant

ACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address -

[Empty box for defendant's name and address]

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 defence overleaf.

Service of the Plaintiff is acknowledged accordingly.

Defendant's Signature

Dated this _____ day of _____, 20__

See Overleaf

LOAN AGREEMENT

THIS LOAN AGREEMENT (this "Agreement") dated this 17th day of October 2019

BETWEEN:

Asha Charles of 393 Fairbanks Road, Grand Cayman, Cayman Islands
(the "Lender")

OF THE FIRST PART

AND

Mickey Ramnarine of Seven Mile Beach, Grand Cayman, Cayman Islands
(the "Borrower")

OF THE SECOND PART

IN CONSIDERATION OF the Lender loaning certain monies (the "Loan") to the Borrower, and the Borrower repaying the Loan to the Lender, both parties agree to keep, perform and fulfill the promises and conditions set out in this Agreement:

1. The Lender promises to loan \$4,500.00 KYD to the Borrower and the Borrower promises to repay this principal amount to the Lender, with interest on or before January 20, 2020.
2. The Loan principal will be transferred to the bank account of the Borrower - CIBC Account Number 10470696 by the Lender on the date of execution of this agreement.
3. Interest will be computed by the borrower based on prevailing market rates during the term of the loan.
4. The Loan will be repaid in full on or before January 20, 2020.
5. This Agreement will be construed in accordance with and governed by the laws of the Cayman Islands.
6. All costs, expenses and expenditures including, without limitation, the complete legal costs incurred by enforcing this Agreement as a result of any default by the Borrower, will be added to the principal then outstanding and will immediately be paid by the Borrower.
7. This Agreement will pass to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the Borrower and Lender.
8. This Agreement may only be amended or modified by a written instrument executed by both the Borrower and Lender.
9. The clauses and paragraphs contained in this Agreement are intended to be read and construed independently of each other. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary to

that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

10. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise.

SIGNED, SEALED, AND DELIVERED

This 17th day of October 2019

LENDER:

Uona Chau

WITNESS:

GH

BORROWER:

Mickey RANWARING [Signature]

WITNESS:

Wayne Harris W. Harris

ASHA MARCIA CHARLES

8401429250013

31 December 2019



Butterfield

Posting date	Transaction description	Debits	Credits	Value date	Balance
07-OCT-2019	CASH DEPOSIT RENT OCT '19 + \$500 DEP.		2,023.81	07-OCT-2019	9,298.85
07-OCT-2019	ONLINE PAYMENT WATER AUTHORITY CAYMAN null	91.46		07-OCT-2019	9,207.39
07-OCT-2019	ONLINE PAYMENT CABLE AND WIRELESS (CAYMAN ISLANDS) LTD null	97.56		07-OCT-2019	9,109.83
07-OCT-2019	POS SALE 8513 AGUA GEORGE TOWN KY	88.78		07-OCT-2019	9,021.05
08-OCT-2019	POS SALE 8513 HESHA DESIGNS GRAND CAYMAN KY	29.27		08-OCT-2019	8,991.78
08-OCT-2019	POS SALE 8513 FOSTERS FOOD FAIR GRAND CAYMAN KY	89.93		08-OCT-2019	8,901.85
14-OCT-2019	POS SALE 8513 KIRK MARKET GRAND CAYMAN KY	133.10		14-OCT-2019	8,768.75
14-OCT-2019	POS SALE 8513 MCTAGGART'S TEXACO GRAND CAYMAN KY	52.44		14-OCT-2019	8,716.31
15-OCT-2019	POS SALE 8513 THE BEACH BOUTIQUE GRAND CAYMAN KY	37.80		15-OCT-2019	8,678.51
17-OCT-2019	MISCELLANEOUS CREDIT SEL GROWTH - REF 9009 - ID 100074301 - ASHA MARCIA CHARLES		5,000.00	17-OCT-2019	13,678.51
18-OCT-2019	1001P0119 DOM TRF DEBIT	* 5,487.80		18-OCT-2019	8,190.71
18-OCT-2019	1001P0119 DOM TRF FEE	2.00		18-OCT-2019	8,188.71
18-OCT-2019	POS SALE 8513 BLACKBEARDS GRAND HA GRAND CAYMAN KY	31.80		18-OCT-2019	8,156.91
21-OCT-2019	ATM CASH WITHDRAWAL 8513 Midtown Plaza Grand Cayman KY	243.90		21-OCT-2019	7,913.01
21-OCT-2019	POS SALE 8513 LIBERTY'S RESTAURANT GRAND CAYMAN KY	12.20		21-OCT-2019	7,900.81
21-OCT-2019	POS SALE 8513 KIRK MARKET GRAND CAYMAN KY	19.00		21-OCT-2019	7,881.81
21-OCT-2019	POS SALE 8513 HURLEY'S SUPERMARKET GEORGE TOWN KY	28.95		21-OCT-2019	7,852.86
22-OCT-2019	CASH WITHDRAWAL	1,463.41		22-OCT-2019	6,389.45
22-OCT-2019	POS SALE 8513 VIGORO NURSERY GRAND CAYMAN KY	237.20		22-OCT-2019	6,152.25
23-OCT-2019	POS SALE 8513 KIRK MARKET GRAND CAYMAN KY	131.60		23-OCT-2019	6,020.65
23-OCT-2019	POS SALE 8513 OFFICE SUPPLY LTD GRAND CAYMAN KY	67.49		23-OCT-2019	5,953.16

* loan to Mickey Ramnarine.

Re: Loan Agreement

Asha Charles <asha_m_charles@hotmail.com>

Wed 1/15/2020 8:53 PM

To: Teton Investment <tetoninv@gmail.com>

Hey,

Thats fine. Sounds like you've had a rough time of it lately. Let me know when you are free and we can do lunch.

From: Teton Investment <tetoninv@gmail.com>

Sent: Wednesday, January 15, 2020 12:58 PM

To: Asha Charles <asha_m_charles@hotmail.com>

Subject: Re: Loan Agreement

Hey,

Good afternoon, hope you feeling better .

I went to the bank today to get the loan repayment . However they are saying that my money will not be put into the account until the 4th February, 2020 because it's coming from the Trust Company . Please can you give until then to repay you. I apologize for any inconvenience. Let me know if it is okay with you .

We have to make time to do much or something. I just can't get a break , just as I thought I was going to get a little time for myself . My mother slipped and broke her ankle on Sunday evening . I feel like I can't win sometimes .

Thank You
Mickey

Sent from my iPhone

On 18 Oct 2019, at 10:13 AM, Asha Charles <asha_m_charles@hotmail.com> wrote:

Fully executed agreement attached.

<Loan Agreement Mickey Ramnarine.pdf>

ASHA CHARLES

Address: 30190SM, Grand Cayman, Cayman Islands KY1-1201

Phone: 1-345-325-6454

E-mail: Asha_M_Charles@hotmail.com

February 11th, 2020

Mickey Ramnarine
Kintyre Drive
West Bay Road
Grand Cayman
Cayman Islands

Re: Loan Agreement dated October 17th, 2019

Dear Sir,

This letter serves as formal notice that you are in default of your obligation to repay the loan of KYD4,500 per the agreement executed on October 17th 2019. The full amount of the loan in addition to interest at prevailing rates became due and payable on January 20, 2020. You were informally granted an extension to defer payment to February 4th 2020. As at today's date the loan has not been repaid.

Unless the full amount of the loan (including interest) is received by midnight on February 13th, 2020, appropriate legal proceedings would be initiated to recover the loan, the interest on the loan and any costs and expenses of legal proceedings incurred to recover the amounts by which you are in default.

Please be guided accordingly.

Yours Sincerely



Asha Charles
(Lender)

Re: Loan

Teton Investment <tetoninv@gmail.com>

Mon 2/17/2020 2:45 AM

To: Asha Charles <asha_m_charles@hotmail.com>

Asha

Good morning , at the moment I am at Health City with my mother in law yesterday she took with a pain and suffered and heart attack, she one clog artery and a blockage in her lungs . I know this has nothing to do with you but it has now prevented me from going to the bank to sought the funds out .on top of that I am still sick . Hopefully when the run the other test sometime today they will determine if she is allowed to rerun home and before the end of the week you should have your funds .

I know this all sounds like it's a story but unfortunately it is not . I f I had the means to get you the money other than me having to go my self to the bank I would .

You will get another email with an update in the week .

Thank You
Mickey Ramnarine

Sent from my iPhone

On 16 Feb 2020, at 4:29 PM, Asha Charles <asha_m_charles@hotmail.com> wrote:

I would encourage you to provide a formal response letter for the record outlining why the loan has not been repaid and when you expect that it will be.

I am putting together the relevant forms and will submit these to small claims court by the end of this week. Once the forms are submitted and you are served, I would have no further communications with you, these will go through the court. You will have 14 days to respond to once you are served, failure to do so can result in a default judgement. The court has the authority to determine how the settlement will be retrieved from you, just so that you are aware (including seizing assets). This is a clear cut case so I think it will be quick. Ideally I would prefer you settle before I lodge those forms....

I will be putting in a claim for the loan amount, interest at prime + 1% and the charges for me to file the claim (approx \$150).

Asha

From: Teton Investment <tetoninv@gmail.com>
Sent: Friday, February 14, 2020 2:34 AM
To: Asha Charles <asha_m_charles@hotmail.com>
Subject: Re: Loan

It doesn't have to get to this , you will have your money soon. I am not running away ., you will get it very soon . Sorry

Sent from my iPhone

On 11 Feb 2020, at 7:24 AM, Asha Charles
<asha_m_charles@hotmail.com> wrote:

Good Morning Mickey,
Please see attached. I hope we can resolve this amicably without the need for legal action which require a further investment of time and money. However funds are 3 weeks overdue and I lent you funds with the agreement that it would be back in my account by January 20th. I shouldn't have to chase you for repayment which in itself is very disappointing.

Regards

Asha Charles

<Loan Collection Letter Signed.pdf>