

No.  
Plaint



IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC 52 of 2020

BETWEEN:

Sabena Panesar

AND:

Pablo Caceres



Plaintiff

Defendant

To the Defendant

[pablo.caceres@ky.ey.com](mailto:pablo.caceres@ky.ey.com)

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 Plaintiff 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 5<sup>th</sup> day of May 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)

1. The Defendant and the Defendant's spouse are understood to be the tenants under a lease of the two-bedroom property located at 6 Stone Haven, 254 Fairbanks Road, South Sound, Grand Cayman, Cayman Islands (the "**Property**").
2. On the 29<sup>th</sup> February 2020, the Plaintiff began to occupy one of the two bedrooms at the Property. No contractual terms were agreed in writing between the Plaintiff and the Defendant and the only terms agreed orally were that: (1) a refundable security deposit of \$1175 CI would be payable by the Plaintiff upfront (the "**Deposit**"); and (2) \$1325 CI would be payable by the Plaintiff for each month the Plaintiff resided in the bedroom at the Property (the "**Rent**"). The Plaintiff paid the Defendant, by way of same-day bank transfer, the Deposit and the Rent on the 29<sup>th</sup> February 2020.
3. The Plaintiff ceased to occupy the bedroom at the Property on the 28<sup>th</sup> March 2020 and, since that date, the Defendant has repeatedly failed to return the Deposit to the Plaintiff, despite numerous requests in writing from the Plaintiff. The Defendant initially agreed on the 2<sup>nd</sup> April 2020 that he would return the Deposit by no later than the 30<sup>th</sup> April 2020 and then, on the 30<sup>th</sup> April 2020, stated that he was in a "*complicate [sic] financial situation*" and would return the Deposit "*next month or as soon as we are in a better situation*".
4. The Plaintiff informed the Defendant on the 30<sup>th</sup> April 2020 that she would issue proceedings if the Deposit was not returned by the end of the 1<sup>st</sup> May 2020 and, following the Defendant's continuing failure to return the Deposit after that date, the Plaintiff confirmed to the Defendant on the 4<sup>th</sup> May 2020 that she was issuing proceedings to secure the return of the Deposit.

AND the Plaintiff claims:

- 1 The sum of \$ 1175 CI.
- 2 Interest in the sum of \$ 0 CI calculated at the prescribed rate from to date.
- 3 Fixed costs of \$ 27 CI, alternatively costs to be assessed.

Sabena Panesar

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Plaintiff's Signature

Plaintiff's address for service

[sabena.panesar@gmail.com](mailto:sabena.panesar@gmail.com)

No. 2

**Acknowledgment of Service**

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC \_\_\_\_\_ of 20\_\_

Between:

Plaintiff

AND:

Defendant

**ACKNOWLEDGMENT OF SERVICE**

4 State Defendant's name and address -

5 State whether the Defendant intends to contest the action.

Yes

No

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

Yes

No

7 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 Plaint is acknowledged accordingly.**

\_\_\_\_\_  
Defendant's Signature

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**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 495GT, George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.