



No. 1
Plaint

SUMMARY COURT AT GEORGE TOWN

Cause No. SC 65 of 2020

BETWEEN: CARDINAL PROPERTIES LIMITED

Plaintiff

AND: SHAYMA HAMDI

Defendant



To the Defendant

SHAYMA HAMDI

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 Complaint 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 Acknowledgement 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 judgement** without any further notice to you.

Issued this 15th day of June, 2020.

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

1. The Defendant currently rents office space from the Plaintiff at the Plaintiff's property situated at Cardinal Plaza, 30 Cardinal Avenue, George Town, Grand Cayman, Block OPY Parcel 157 under a Lease Agreement dated 8th March 2019 for a term commencing on 1st May 2019 and terminating on 30th April 2021 (hereafter the "Lease").
2. The total monthly payments due from the Defendant to the Plaintiff under that Lease amounted to CI\$9,692.40 (US\$11,820) per annum. The Lease allocated those funds to the following:
 - a. Rent of CI\$4,969.20 (US\$6,060 per annum).
 - b. Maintenance contributions (CAM) of CI\$1,741.68 (US\$2,124) per annum.
 - c. Utility costs of CI\$2,981.52 (US\$3,636) per annum.
3. On signing of the Lease, the Defendant paid a security deposit of CI\$807.70 (US\$985) some of which had been paid under previous leases between the parties, the first such lease of which commenced 1st May 2014.
4. The Defendant operates a travel company from the premises, organising various tourist experiences under the business name "Discount Excursions".
5. Copies of relevant Lease agreements, amendments, notices, invoices and correspondence are attached.
6. The Plaintiff claims for non-payment of rental, maintenance and utility charges totalling CI\$2,757.91 as at the date of filing, as shown below:

	CIS	USS
April 2020 Rent, CAM & Utilities	\$ 807.70	985.00
Late Fees invoiced 1st Apr.	\$ 20.50	25.00
Late Fees invoiced 14th Apr.	\$ 41.00	50.00
Late Fees invoiced 30th Apr.	\$ 82.00	100.00
May 2020 Rent, CAM & Utilities	\$ 807.70	985.00
Late Fees invoiced 1st May	\$ 20.50	25.00
Late Fees invoiced 14th May	\$ 41.00	50.00
Late Fees invoiced 31st May	\$ 82.00	100.00
June 2020 Rent, CAM & Utilities	\$ 807.70	985.00
Late Fees invoiced 1st Jun.	\$ 20.50	25.00
Interest accrued to 31st May	\$ 27.31	33.30
Total Due:	CI \$ 2,757.91	USS 3,363.30

AND the Plaintiff claims :

1. Rent, Utilities, CAM charges and Late Fees incurred after the date of filing.
2. Interest at the rate of 18% per annum, compounded, on all the balance claimed from due date to the date of judgement.
3. Fixed costs to be assessed.

Debra Jackson
 Plaintiff's Signature

Plaintiff's Address for service

4th Floor, Cardinal Plaza, Cardinal Avenue,
PO Box 1544GT, George Town
Grand Cayman, KYI-1110

Acknowledgement of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC ___ of 2020

BETWEEN: CARDINAL PROPERTIES LIMITED

Plaintiff

AND: SHAYMA HAMDI

Defendant

ACKNOWLEDGEMENT OF SERVICE

1. State Defendant's name and address –

SHAYMA HAMDI CARDINAL PLAZA PO BOX 31435 30 CARDINAL AVENUE GRAND CAYMAN, KY1-1110
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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 _____, 2020.

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 judgement may be entered against you.

PARTICULARS OF PAYMENT OF CLAIM

(Here set out in numbered paragraphs the proposed dates and amounts on which payments will be made to clear the full amount claimed)

Defendant's Signature

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