21-Jan-21

No. 1

Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC 13 **of 20** 21

BETWEEN: MELKO DOBROSLAVIC

Plaintiff

AND: ASAD YUSUF
MIRIAM YUSUF

Defendant

To the Defendant

ASAD YUSUF MARIAM YUSUF	46 BACCARAT QUAY GRAND CAYMAN

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 21 day of JAN 2021

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

1. I purchased property located at 46 Baccarat Quay, Block 17A, Parcel 158 on November 23, 2020. For balance of November the rent was pro-rated and I received credit and Tenant deposit was credited. I specifically purchased that home for rental income. If there was no income, I would not buy it. At closing I was given lease agreement for period October 15, 2020 to November 30, 2021. Closing attorney quoted that both parties are liable and must perform and honor agreement. Rent is due and owing on or before first day of each month. Defendant did not pay the rent for month of January, 2021. When Plaintiff requested rent to be paid, Defendant used half a dozen explanations and promises. None of them were true and as of January 21, 2021 Defendants owe to landlord $12,000 which is rent for month of January plus court costs and other fees that court may find reasonable and appropriate.

AND the Plaintiff claims:

1 The sum of $12,000.00.

2 Interest in the sum of $ ✓ $23.80 calculated at the prescribed rate from to date. 2.38%

3 Fixed costs of $_____, alternatively costs to be assessed.

Melko Dobroslavic

Plaintiff's Signature

Plaintiff's address for service

MELKO DOBROSLAVIC
P.O. BOX 1097
GRAND CAYMAN KY1-9006

927-6686

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC_____ of 20__

Between: MELKO DOBROSLAVIC

Plaintiff

AND: ASAD YUSUF
MIRIAM YUSUF

Defendant

ACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address -

ASAD YUSUF
MIRIAM YUSUF
46 BACCARAT QUAY
GRAND CAYMAN

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 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.