



No. 1
Plaint

COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

BETWEEN:

DERVIE JOEL MENDOZA

Plaintiff

AND:

GEMINI CARS IMPORT SERVICE DEPT.

Defendant

To the Defendant

PO BOX 12049, KY1-1010
GRAND CAYMAN, CAYMAN ISLANDS

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 4th day of MAY 2023

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) An order for a Honda Step Wagon Spada Z (2012, Engine RK1, Deep White Color) by the Plaintiff from the Defendant at the value of C\$19,500.00. The vehicle will be coming from overseas and was advised that imports will arrive within 6-8 weeks
- (2) On 23 March 2022, Electronic Transfer of fund was made by the Plaintiff to the Defendant's bank account to the value of C\$9,000.00 as the deposit for the ordered vehicle.
- (3) The Plaintiff followed up on the status since May 2022, and the Defendant keeps promising that the car would arrive in the next two weeks. Same statements were received by the Plaintiff at the end of every of two weeks. Weeks turned into months. As per the Defendant's communication shipping has been delayed due to 'the pandemic' reasons.
- (4) The Defendant advised that ordered vehicle arrived in Grand Cayman in September 2022, and then cleared customs by the second half of December 2022, way past promised dates. The time in-between, the Defendant gave out different reasons as to the Plaintiff as to why the car takes so long to clear i.e. needing to replace an auxiliary battery before it can be cleared with customs, customs takes long as other products are prioritized clearance over vehicles, etc.
- (5) The Defendant contacted the Plaintiff in the later weeks in December to advise that the said vehicle, upon clearing and exiting customs, was filled with the wrong fuel, for which we cannot verify but trusted the Defendant's word. Then and there the Plaintiff requested a full refund of the deposit. However, the Defendant said that another similar car is arriving in January 2023, and will be a replacement to the Plaintiff's order.
- (6) Between January to March 2023, discussions revolved around requests for a full refund or the replacement vehicle to be in the Plaintiff's possession. Deadlines after deadlines, the defendant continuously requests extensions but at the same time 'agrees' to a refund if the car is not in the Plaintiff's possession at the end of agreed timeframes, which ranges within one to two weeks.
- (7) The Plaintiff has provided his bank details upon the request of the Defendant on March 13, 2023, indicating that the Defendant will start the refund if the care doesn't arrive. A refund form was provided by the Defendant; however, the Plaintiff expressed non-agreement due to a 15% deduction.


- (8) The plaintiff had stated either full refund at 12 noon of March 15, 2023 and advised to pay or the defendant will be brought to court.
- (9) On Mar 15, 2023, a meeting was requested by the Plaintiff with the Defendant as discussions over WhatsApp is going nowhere, where discussion and agreement as follows:
 - (9.1) The Defendant stated that the car will arrive Grand Cayman between March 16 to 19, 2023
 - (9.2) A rental car owned by the Defendant will be provided to the Plaintiff until the car arrives, with no charge to the Plaintiff.
 - (9.3) Review discussion in 2-3 weeks depending on where the car is, with consideration for the refund should the car be further delayed.
- (10) The rental car was promised by the Defendant to be handed to the Plaintiff by the following Day, March 16, 2023 by 12 noon. The rental car was only provided on March 21, 2023, at around the hour of 10 o'clock in the evening.
- (11) The Plaintiff has been informed that the replacement vehicle has arrived in March 27, 2023 via a Plaintiff's acquaintance working with Miracle Brokers who were contracted by the Defendant to ship the vehicle. The Defendant did not even communicate this arrival to the plaintiff.
- (12) The Defendant stated on April 1, 2023 via WhatsApp communication: "*Good day as we spoke we stated that we can only give two weeks to see if the car arrive once the car arrive then we're now in a different agreement however if we do not get the car clear by no one next week we'll have to do a full refund*".
- (13) Since the arrival of the vehicle, the Defendant now states they could not clear the car at customs since the documents that came with the car has the wrong details. The plaintiff now again demands full refund. A final extension has been given to the Defendant to clear the vehicle or provide the refund by April 14, 2023.
- (14) Until date of filing of this claim, the Plaintiff has not received the car, nor a similar replacement vehicle as agreed upon, nor was the full refund provided by the Defendant, despite defendant stating several times that if *car doesn't arrive after x time, the refund will be processed*, and continues to come up with excuses as to why the car is not in the Plaintiff's possession;
- (15) With all stated above, the Plaintiff demands the full refund, and other costs associated in this 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)

AND the Plaintiff claims:

- 1 The sum of CI\$ 9,000.00.
- 2 Interest in the sum of \$ N/A calculated at the prescribed rate from to date.
- 3 Fixed costs of \$ 150.00, alternatively costs to be assessed.



Plaintiff's Signature

Plaintiff's address for service

170. BOX 1674, GJ
GRAND CAYMAN, KY1-1109
CAYMAN ISLANDS

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

Between:

DERVIE JOEL MENDOZA

Plaintiff

AND:

GEMINI CARS IMPORT SERVICE DEPT

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

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.