



**COURT OF THE CAYMAN ISLANDS  
CIVIL DIVISION**

**CAUSE NO.            of 2024**

**BETWEEN:**

**PROPERTY PLUS CONSTRUCTION LTD t/a PROPERTY PLUS REAL ESTATE LTD &  
VASTHU HOLDINGS LTD**

**PLAINTIFFS**

**AND:**

**AWARDNATH DEOSARAN**

**DEFENDANT**

**WRIT OF SUMMONS**

TO:  
Awardnath Deosaran  
c/o 165 Conch Drive  
The Boulevard  
South Sound

**THIS WRIT OF SUMMONS** 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 Writ 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 these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

**Issued** this            day of July 2024.

NOTE – This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the date of issue unless renewed by order of the Court.

**IMPORTANT**

Directions for Acknowledgment of Service are given with the accompanying form.

This **WRIT and STATEMENT OF CLAIM** was issued by KSG Attorneys at Law, Attorneys for the Plaintiff whose address for service is 3rd Floor, One Capital Place, Shedden Road, P.O. Box 2255, KY1-1107, George Town, Grand Cayman. (Ref: LC/1843)

**STATEMENT OF CLAIM**

1. The first Plaintiff is a Cayman Islands registered property management company. The second Plaintiff is the legal owner of property in the Cayman Islands legally known as South Sound Block 21B Parcel 143 and also known as 165 Conch Drive (the "Property"). The Defendant is an individual resident in the Cayman Islands.
2. In April 2023 the first Plaintiff as property management agent for the second Plaintiff, entered into a written lease agreement for the Property with the Defendant for 12 months. The terms of that lease included that in consideration for the Defendant being entitled to peaceful enjoyment of the Property, he would pay the sum of CI\$7,500 per month as rent.
3. At the expiration of that initial lease term, the parties entered into a further written lease agreement dated the 5<sup>th</sup> of April 2024 for a lease term of 3 months commencing 1 May 2024 and ending 31 July 2024 with the rent remaining at CI\$7,500 per month.
4. In accordance with clause 4 of the leases, the monthly rent was payable in advance on or before the 1<sup>st</sup> working day of the month.
5. At clause 4.2 of the lease it was agreed that if the tenant did not pay any sum due within 5 working days of the due date, then he would be liable to pay interest at the rate of 3% per annum above the prime lending rate from time to time of Butterfield Bank (Cayman) Limited for Cayman Islands Dollars of the amount unpaid together with an administrative fee of CI\$100 for each 7 days that the rent remains in arrears.
6. The first Plaintiff sent to the Defendant monthly statements demanding payment and maintained a statement of account showing the payments due and the payments made. A copy of the last statement is annexed.
7. In breach of the leases, the Defendant failed or refused to make payment of the sums due under the leases and as of the 1<sup>st</sup> of July 2024 owes the sum of \$25,000 to the Plaintiffs.
8. Further, the Plaintiff seeks interest calculated as set out below.

**STATEMENT REGARDING INTEREST**

9. The Plaintiffs seeks pre and post judgment interest from the date of issue of proceedings at the contractual rate of 3% per annum above the prime lending rate from time to time of Butterfield Bank (Cayman) Limited for Cayman Islands Dollars, being 11.25% on the sum of \$25,000 until payment and in accordance with the provisions of the Judicature Law (2013 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time.
10. The interest rate claimed is 11.25% per annum.
11. Interest is claimed on the sum claimed from the 1<sup>st</sup> of July 2024.

- 12. The amount of interest owing as at the issue of the Writ is CI\$130.99.
- 13. The amount of interest accruing each day following the issue of this Writ is CI\$7.70.

**AND THE PLAINTIFF CLAIMS:**

- 1. The said sum of CI\$26,387.01 as monies due and owing.
- 2. Interest
- 3. Costs

If within the time for returning the Acknowledgement of Service the Defendant pays to the Plaintiff's Attorneys the total amount claimed of CI\$25,000, further proceedings will be stayed.



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**KSG**  
**Attorneys for Plaintiff**

Plaintiff's address for service:

3 <sup>rd</sup> Floor One Capital Place Shedden Road PO Box 2255 George Town, KY1-1107
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# Tenant Statement

4/17/2023 - 7/1/2024

Awardnath Deosaran, Georgina Gatto  
99 Conch Drive - The Boulevard  
George Town, Grand Cayman KY1-1108

Lease # 657495

The Boulevard - 1

Date	Description	Amount	Balance
4/17/2023	Previous balance		0.00
4/17/2023	Payment (Check #PP KYD)	-2,000.00	-2,000.00
4/27/2023	Payment (Check #PP KYD)	-5,500.00	-7,500.00
5/1/2023	Security deposit	7,500.00	0.00
5/1/2023	Rent	7,500.00	7,500.00
5/5/2023	Payment (Check #PP KYD)	-7,500.00	0.00
6/1/2023	Rent	7,500.00	7,500.00
6/8/2023	Payment (Check #PP KYD)	-7,500.00	0.00
7/1/2023	Rent	7,500.00	7,500.00
7/6/2023	Payment (Check #PP KYD)	-7,500.00	0.00
8/1/2023	Rent	7,500.00	7,500.00
8/16/2023	Payment (Check #PP KYD)	-7,500.00	0.00
9/1/2023	Rent	7,500.00	7,500.00
9/17/2023	Payment (Check #PP KYD)	-3,200.00	4,300.00
9/20/2023	Payment (Check #PP KYD)	-3,300.00	1,000.00
9/20/2023	Payment (Check #PP KYD)	-1,000.00	0.00
10/1/2023	Rent	7,500.00	7,500.00
10/13/2023	Payment (Check #PP KYD)	-6,000.00	1,500.00
11/1/2023	Rent	7,500.00	9,000.00
11/3/2023	Payment (Check #PP KYD)	-1,500.00	7,500.00
11/6/2023	Charge	50.00	7,550.00
11/21/2023	Late Fee Charge from November 7 to 21 (\$10/day)	150.00	7,700.00
12/1/2023	Rent	7,500.00	15,200.00
12/22/2023	Payment	-7,700.00	7,500.00
1/1/2024	Rent	7,500.00	15,000.00

# Tenant Statement

4/17/2023 - 7/1/2024

Date	Description	Amount	Balance
1/16/2024	Payment	-3,000.00	12,000.00
1/16/2024	Payment	-2,000.00	10,000.00
1/31/2024	Payment	-2,000.00	8,000.00
2/1/2024	Rent	7,500.00	15,500.00
2/1/2024	Payment	-500.00	15,000.00
2/6/2024	Payment	-5,000.00	10,000.00
2/12/2024	Payment	-2,500.00	7,500.00
2/22/2024	Payment	-2,000.00	5,500.00
3/1/2024	Rent	7,500.00	13,000.00
3/11/2024	Payment	-5,000.00	8,000.00
4/1/2024	Rent	7,500.00	15,500.00
4/10/2024	Payment (Check #ZEXA241014460370)	-8,000.00	7,500.00
5/1/2024	Rent	7,500.00	15,000.00
5/22/2024	Rent Income	-5,000.00	10,000.00
6/1/2024	Rent	7,500.00	17,500.00
7/1/2024	Rent	7,500.00	25,000.00

**Balance due**

**\$25,000.00**

**DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE  
OF WRIT OF SUMMONS**

1. The accompanying form of Acknowledgment of Service should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, PO Box 495GT, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgment of Service that he intends to contest the proceedings must also service a Defence on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is indorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2) the Defence must be served within 14 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant.

If the Defendant fails to serve his Defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.

3. A Stay of Execution against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgment of Service, but he must, within that time, issue a Summons for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by instalments or otherwise.

**See over for notes for guidance**

**Please complete overleaf**

**Notes for Guidance**

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 14 days for acknowledging service, a Writ served on the Defendant is treated as having been served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (the name stated on the Writ of Summons)".
4. Where the Defendant is a FIRM and an attorney is not instructed, the form must be completed by a PARTNER by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS OWN, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
6. Where the Defendant is LIMITED COMPANY the form must be completed by an Attorney or by someone authorized to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian ad litem.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.

**IN THE GRAND COURT OF THE CAYMAN ISLANDS  
CIVIL DIVISION**

**CAUSE NO. of 2024**

**BETWEEN:**

**PROPERTY PLUS CONSTRUCTION LTD t/a PROPERTY PLUS REAL ESTATE LTD &  
VASTHU HOLDINGS LTD**

**PLAINTIFFS**

**AND:**

**AWARDNATH DEOSARAN**

**DEFENDANT**

**ACKNOWLEDGMENT OF SERVICE  
OF WRIT OF SUMMONS**

If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY.

Important: Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

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1 State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

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2 State whether the Defendant intends to contest the proceedings (tick appropriate box)

Yes

No

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3 If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff (tick appropriate box)

Yes

No

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**Service of the Writ is acknowledged accordingly**

**(Signed)** \_\_\_\_\_

**Attorney For**

**Please complete overleaf**

This WRIT and STATEMENT OF CLAIM was issued by KSG Attorneys at Law, Attorneys for the Plaintiff whose address for service is 3rd Floor, One Capital Place, Shedden Road, P.O. Box 2255, KY1-1107, George Town, Grand Cayman. (Ref: LC/1843)

**Notes on address for service**

Attorney: Where the Defendant is represented by an attorney, state the attorney’s place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in person: Where the Defendant is acting in person, he must give his post office box number and the physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communications for him should be sent. In the case of a limited company, “residence” means its registered or principal office.

Indorsement by Plaintiff’s Attorney (or by Plaintiff suing in person) of his name, address and reference, if any, in the box below.

KSG Attorneys at Law  
3<sup>rd</sup> Floor One Capital Place  
Shedden Road  
PO Box 2255  
George Town  
KY1-1107  
Grand Cayman

Indorsement by Defendant’s Attorney (or by Defendant suing in person) of his name, address and reference, if any, in the box below.