

**IN THE SUMMARY COURT OF THE CAYMAN ISLANDS****CIVIL DIVISION****CAUSE No. S 2026**

BETWEEN	DARRYL HILL	PLAINTIFF
AND	RAVISH SONY (trading as Sony's Auto)	DEFENDANT

PLAINT

To the Defendant	RAVISH SONY (trading as Sony's Auto) 89 Zeedah Crescent George Town Grand Cayman Cayman Islands KY1 - 1103 (P.O. Box 844 GT)
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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, P.O. Box 495, George Town, Grand Cayman KY1-1106, Cayman Islands, 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 *18th* day of *September* 2026

See overleaf for particulars of the Plaintiff's claim.

PARTICULARS OF CLAIM

1. The Plaintiff, Darryl Hill, is an individual residing in Grand Cayman, Cayman Islands, whose address for service is 36 Westwood Dr., P.O. Box 11494, Grand Cayman, KY1-1009, Cayman Islands (Telephone: +1 (345) 925-2161, Email: Darryl.123@gmail.com).
2. The Defendant, Ravish Sony, is an individual residing at 89 Zeedah Crescent, George Town, Grand Cayman, Cayman Islands, who at all material times traded as an importer and vendor of motor vehicles under the business name "Sony's Auto" (also styling himself as "Sony's Auto - Importer of New & Used Vehicles Since 2000"), with postal address at P.O. Box 844 GT, KY1-1103, George Town, Grand Cayman.
3. True copies of the documents to which the Plaintiff shall refer in this Plaint are marked 'Exhibit-DH1'. Save where the contrary is stated, or the context otherwise requires, reference in this Plaint to pages, are pages in 'Exhibit-DH1'.
4. On or around 8 November 2025, the Plaintiff and the Defendant entered into a contract whereby the Defendant agreed to sell, import, and deliver to the Plaintiff in Grand Cayman a new motor vehicle, namely a 2025 BD Yuan Up Smart Driving Edition 401KM Vibrant Edition EV SUV (Left Hand Drive), Green or Ash Color (Online Inventory Reference: <https://sonysauto.com/inventory/68911d10ba8b5bcba950d907>), for an agreed total landed price of CI\$17,900.00. The Proforma Invoice setting out the terms of the agreement is attached as pages 01 – 02 of 'Exhibit-DH1'.
5. Under the expressly agreed terms of the Proforma Invoice:
 - a. The Plaintiff was to make a first payment of US\$4,950.00 (CI\$4,060.00) for the Defendant to contact the distribution warehouse of the manufacturer and reserve the vehicle;
 - b. The Plaintiff was to make a second payment of US\$11,400.00 (CI\$9,470.00) after the Chinese vendor reserved the vehicle and provided the VIN and details, whereupon the Defendant agreed that the vehicle would be booked for the next available vessel and shipped;
 - c. The Defendant expressly represented in writing on the Proforma Invoice that the shipping and delivery time would be "About 3 months";
 - d. The remaining balances of CI\$2,570.00 and CI\$1,800.00 were to become payable only upon customs clearance in Grand Cayman and final vehicle delivery, respectively.
6. On 18 November 2025, following the initial payment, the Defendant communicated to the Plaintiff via WhatsApp: "The car comes with only one remote key and I am going to try to make another spare key and will also buy few accessories. They will be few hundred dollars extra charges for all this. Hope that would be ok.", to which the Plaintiff agreed. On 24 November 2025, the Defendant communicated via WhatsApp: "The key and the accessories cost US\$425. We have to pay this also to then along with the second payment".
7. In performance of his obligations under the agreement and the agreed addition for the spare key and accessories, the Plaintiff made two electronic bank transfers from his Butterfield Bank account to the Defendant's designated Butterfield Bank account (Account No. 1360282360027):
 - a. First Payment (11 November 2025): CI\$4,060.00 (equivalent to US\$4,950.00) transferred via Butterfield internal transfer (Host Reference No. 2531203042972000; User Reference: "First pymt 2025 BD Yuan Up");
 - b. Second Payment (25 November 2025): CI\$9,895.00 (equivalent to US\$11,825.00, comprising the US\$11,400.00 second milestone payment plus US\$425.00 for the spare remote key and accessories) transferred via Butterfield internal transfer (Host Reference No. 2532903047056000;

This PLAINT is filed by the Plaintiff, DARRYL HILL as a litigant-in-person whose address for service is P.O. Box 11494, Grand Cayman, Cayman Islands, KY1-1009.

User Reference: "Second pymt of 4 BD Yuan UP").

Electronic payment transfer confirmation receipts are attached as pages 03 – 04 of 'Exhibit-DH1'. In total, the Plaintiff paid the sum of CI\$13,955.00 to the Defendant towards the purchase, accessories, and shipping of the vehicle.

8. In breach of the agreement, the Defendant failed to deliver the vehicle to the Plaintiff within the agreed three-month delivery period (which expired on or about 8 to 25 February 2026), or within a reasonable time thereafter, or at all.

9. The vehicle was shipped from China to Kingston, Jamaica, where it arrived in early January 2026. The vehicle has remained languishing in Jamaica for more than eight (8) consecutive months, and the Defendant has failed, neglected, and/or been ineffective in arranging onward shipping from Jamaica to Grand Cayman.

10. In mid-August 2026, the Defendant stated via WhatsApp that onward shipment from Jamaica was stalled because the vehicle's EV battery had only 13% charge (and the shipping line required a minimum 20% charge), and the Defendant assured the Plaintiff that once charged to 20%, the vehicle would be shipped immediately.

11. Over the course of the delay, the Plaintiff requested a full refund of his monies on several occasions (including on 13 May 2026, 12 June 2026, and 1 August 2026). The Defendant refused and failed to provide a refund, expressly admitting via WhatsApp on 1 August 2026: "And if I had the funds with me, I would have refunded you."

12. On 19 August 2026, having waited over ten (10) months since payment without receiving his vehicle, the Plaintiff formally notified the Defendant via WhatsApp that if the vehicle was not delivered to Grand Cayman or a full refund of CI\$13,955.00 was not provided by 1 September 2026, legal proceedings would be commenced in the Summary Court. On 1 September 2026, following the expiry of the deadline, the Plaintiff followed up with the Defendant. The Defendant confirmed that nothing had been done regarding charging the battery or shipping the vehicle, and no refund was tendered. WhatsApp communication records and complete verbatim messaging transcript are attached as pages 05 – 11 of 'Exhibit-DH1'.

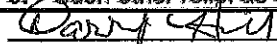
13. The Defendant has broken the terms of the agreement by failing to import and deliver the vehicle within the agreed timeframe or at all, and by failing to refund the purchase monies paid. By reason of the Defendant's repudiatory breach and total failure of consideration, the Plaintiff has been deprived of both the vehicle and the use of his funds totaling CI\$13,955.00 since November 2025.

14. The Plaintiff claims simple interest pursuant to the Judgment Debts (Rates of Interest) Rules (2021 Revision) at the prescribed rate of 2.375% (2¾%) per annum on the principal sum of CI\$13,955.00 calculated from 25 November 2025 (when the principal payments were completed and the cause of action arose) to the day this Plaint is filed, amounting to CI\$272.46 as of 17 September 2026.

15. The Plaintiff further claims per diem interest accruing daily at the rate of CI\$0.91 per day following the issuing of this Plaint until judgment is entered, post-judgment interest from the date judgment is given until payment in full, filing fees of CI\$25.00, fixed costs of CI\$150.00, and bailiff service fees of CI\$30.00.

AND THE PLAINTIFF CLAIMS:

1. Principal of \$ 13,955.00 ;
2. Simple interest of \$ 272.46 on
the principal claimed at the prescribed rate of 2.375% (2%%) per annum pursuant to the Judgment Debts
(Rates of Interest)
Rules (2021 Revision) calculated 25 November 2025
from
when the cause of action arose/when the principal was demanded to the day the Plaintiff was
filed ;
3. Per diem of \$ 0.91
from the date the Plaintiff was filed to the date judgment is entered ;
4. Post-judgment interest from the date judgment is given until the date the judgment debt is paid
in full ;
5. Filing Fee \$ 25.00 ;
6. Fixed Cost \$ 150.00 ;
7. Bailiff Fees \$ 30.00 ;
- or, in the alternative
8. Costs to be assessed ; and
9. Such other relief as this Honorable Court sees fit.


DARRYL HILL
Plaintiff in Person
P.O. Box 11494, Grand Cayman KY1-1009
Telephone: +1 (345) 925-2161 | Email: Darryl.123@gmail.com

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(trading as Sony's Auto)****DEFENDANT**

ACKNOWLEDGMENT OF SERVICE

1. State the Defendant's name and address,
 RAVISH SONY (trading as Sony's Auto)
 89 Zeedah Crescent
 George Town
 Grand Cayman
 Cayman Islands
 KY1 - 1103 (P.O. Box 844 GT)
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 2026

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, P.O. Box 495 GT, George Town, Grand Cayman within **14 days** of receipt otherwise a Default Judgment may be entered against you.