

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 551 OF 2005

BETWEEN: EVERTON VIDAL

PLAINTIFF

AND: PRASHANTH PUTHILLATH

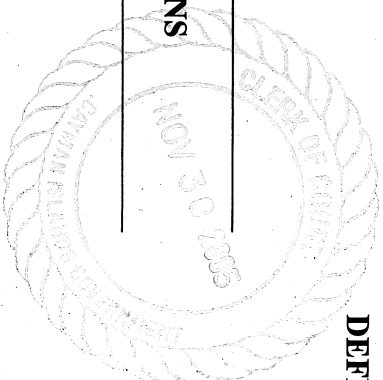
DEFENDANT



WRIT OF SUMMONS

**TO: Mr. Pranshanth Puthillath
Unit V37**

**219 Silver Oaks
Off Crewe Road
Grand Cayman
Cayman Islands**



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 the service of this writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box, 495GT, George Town, Grand, Cayman, the accompanying Acknowledgement of Service stating 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 acknowledgement 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 30 day of November 2005.

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.

INDORSEMENT

THE PLAINTIFF'S claim is for:

- (a) The sum of C\$16,170.00 for the reimbursement of monies following the purchase and sale of a white/gold 2000 Land Rover Discovery, registration number 76522 ("the Vehicle").

STATEMENT OF CLAIM

1. At all material times the Plaintiff is a Caymanian residing in Grand Cayman.
2. The Plaintiff entered into a contract to purchase the Vehicle with the Defendant on or around 12 April 2005 ("the Contract").
3. The Defendant informed the Plaintiff that the Vehicle was not affected by any water damage.
4. Based on this statement the Plaintiff entered into the Contract in good faith, purchasing the Vehicle from the Defendant, licensing the Vehicle and arranging for it to have an automotive inspection with G.T. Automotive, Grand Cayman.
5. Following the Vehicle's inspection, G.T. Automotive subsequently informed the Plaintiff that the Vehicle had in fact been flooded.
6. The Plaintiff consequently had to pay for the Vehicle to have a new transmission, accompanied with the replacement of various other automotive parts.
7. The Vehicle did not correspond with the description the Defendant provided and as such the Plaintiff rejected the Vehicle, terminating the Contract.
8. The Plaintiff returned the Vehicle to the Defendant and demanded the reimbursement of the amount paid for the Vehicle, pursuant to the Contract, plus additional expenses.

9. On receipt of the Vehicle, on or around 30 August 2005, the Defendant promised to reimburse the Plaintiff for the amount paid under the Contract.

10. To date the Plaintiff has not received any money from the Defendant. The Defendant continues to refuse to reimburse the Plaintiff for the cost of the Vehicle, plus additional costs sustained as a result of the breach of the Contract.

AND THE PLAINTIFF claims:

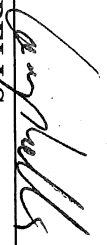
- (a) The sum of C\$16,170.00 for monies paid for the Vehicle, which includes reimbursement of the Vehicle's license, G.T. Automotive and repair costs;
- (b) Interest calculated pursuant to S34(1) of the Judicature Law (1995 Revision);
- (c) Costs; and
- (d) Other such relief as the Court deems necessary.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of C\$16,170.00 plus the Plaintiff's legal costs further proceedings will be stayed.

The money must be paid to the Plaintiff or his Attorney.

Dated the day of November 2005

Filed the day of November 2005


CAMPBELLS
Attorneys-At-Law for the Plaintiff

TO: The Clerk of the Court

AND TO: The Defendant

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. ⁵⁵¹ OF 2005

BETWEEN: **EVERTON VIDAL**

PLAINTIFF

AND: **PRASHANTH PUTHILLATH**

DEFENDANT

**ACKNOWLEDGEMENT 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.

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

3. State whether the Defendant intends to contest the proceedings (*tick appropriate box*)
 yes no

4. 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 box*)
 yes no N/A

Service of the Writ of Summons is acknowledged accordingly.

(Signed)
[Attorney] for the Defendant.

Address for service: (*see overleaf*)

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 principal office.

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

Campbells
Attorneys-at-Law
P.O. Box 885 GT
4th Floor Scotia Centre
George Town, Grand Cayman
Ref: JVB/BJH/12715

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

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, P.O. Box 495, George Town, Grand Cayman

2. A Defendant who states in his Acknowledgment of Service that he intends to contest the proceedings *must also serve 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, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, 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 installments or otherwise.

See over for notes for guidance

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 personally 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 a **LIMITED COMPANY** the form must be completed by an Attorney or by someone authorised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on his 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.