

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: *607* OF 2008

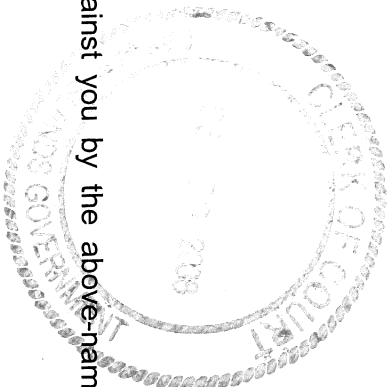
BETWEEN: FIRSTCARIBBEAN INTERNATIONAL BANK PLAINTIFF  
(CAYMAN) LIMITED

AND: PRASHANTH PUTHILLATH DEFENDANT



**WRIT OF SUMMONS**

TO: Prashanth Puthillath  
Apt. No. 37  
No. 49 North Side  
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, PO Box 495GT, George Town, Grand Cayman, KY1-1106 the accompanying Acknowledgment of Service 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 *29<sup>th</sup>* day of December 2008

NOTE – This Writ may not be served later than 4 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.



## STATEMENT OF CLAIM

1. The Plaintiff, First Caribbean International Bank (Cayman) Limited, is a bank carrying on business at FirstCaribbean House, 25 Main Street, P.O. Box 68 GT, Grand Cayman, KY1-1102, Cayman Islands.
2. The Defendant is and was at all material times a customer of the Plaintiff.
3. In or around 18 November 2003 the Plaintiff extended a loan facility to the Defendant and to Ana Forbes in the sum of CI \$142,500.00. The loan was secured by way of first registered Charge over a property at Registration Section: George Town, Block and Parcel: 20D, 408 H73 ("the Property"). The Property was owned jointly by the Defendant and by Ms Forbes. The Defendant and Ms Forbes failed to meet the monthly repayments and as a result the Plaintiff threatened legal action against them. In or about April 2008 the Defendant and Ms Forbes applied for and secured refinancing from the Cayman Islands Development Bank ("CIDB").
4. In or around 12 January 2005 the Defendant applied to open an account with the Plaintiff. On 12 January 2005 a current account with the number #10053677 was opened in the Defendant's sole name ("the Current Account"). This was a chequing account. Under the terms of the Current Account no transactions were to be conducted to exceed the amount of funds available. No overdraft facility was agreed.
5. In or around June 2005, the Defendant issued two cheques on the Current Account in the combined amount of CI \$41,000.00. This caused the Current Account to go into an unauthorised overdraft ("the Unauthorised Overdraft"). Under the terms of the Current Account an interest rate of 19% was applied to any overdrawn sums.
6. From January 2005 the Plaintiff sought repayment of the Unauthorised Overdraft from the Defendant. The Defendant was unable to repay the Unauthorised Overdraft and the Plaintiff threatened legal proceedings to recover the amount due and owed to it.
7. On or about 14 April 2008 the Plaintiff received the sum of CI \$192,468.00 from CIDB. Of this sum CI \$180,929.99 was applied to liquidate the loan facility secured by the charge over the Property. The Plaintiff released the Charge over the Property to CIDB. The remaining sum of CI \$11,538.01 was applied to reduce the Unauthorised Overdraft.



8. In or around May 2008 the Defendant promised to remit monthly payments of CI \$ 685.47 towards the Current Account. The Defendant failed to honour this commitment. Since the application of funds from CIDB (in April 2008) only one payment of CI\$300.00 has been made by the Defendant on or about 30 May 2005.
9. By a letter of demand dated 11 November 2008 the Plaintiff demanded repayment of the amount outstanding on the Current Account. The letter of demand was personally served on the Defendant on or about 14 November 2008. The Defendant failed to respond to the letter of demand or to make any repayments.
10. As at 4 December 2008 the Defendant was indebted to the Plaintiff in respect of the Current Account in the sum of CI \$62,750.88 with interest accruing at the rate of 19% per annum. Further, the Plaintiff is entitled to and claims interest pursuant to the Current Account at the rate of CI \$ 32.67 per diem or 19% per annum from the 4th day of December 2008 until the date of payment.

11. AND THE PLAINTIFF CLAIMS:

- (a) Payment of the said sum of CI \$62,750.88 outstanding on the Current Account;
- (b) Interest pursuant to the Current Account at the rate of CI \$ 32.67 per diem or 19% per annum;
- (c) Interest at the aforesaid rate from 4 December 2008 until payment;
- (d) Ad valorem fees;
- (e) Costs; and
- (f) Further and other relief.

DATED this *29<sup>th</sup>* day of December 2008

*Walkers*

**WALKERS**

Attorneys at Law for the Plaintiff



This Writ is issued by Walkers, Attorneys at Law, Walker House, 87 Mary Street, George Town, Grand Cayman, KY1-9001 for the Plaintiff whose address for service is care of its said Attorneys at Law.



IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2008

BETWEEN: FIRSTCARIBBEAN INTERNATIONAL BANK PLAINTIFF  
(CAYMAN) LIMITED

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 Delay may result in judgment being entered directions and notes for guidance carefully against a Defendant whereby he may have to before completing this form. If any information pay the costs of applying to set it aside. required is omitted or given wrongly, **THIS FORM MAY HAVE TO BE RETURNED.**

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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 box*)

yes  no

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Service of the Writ is acknowledged accordingly

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



[Attorney] for

[Defendant in person]

Address for service:

**Please complete 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 or principal office.

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

Walkers  
Walker House, 87 Mary Street,  
George Town,  
Grand Cayman, KY1-9001  
Tel: 345 949 0100  
Fax: 345 949 7886  
Ref: **DMM/TAM/F1757-53732**

**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 Courts Office, PO Box 495GT, George Town, Grand Cayman, KY1-1106.

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 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 Court's 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 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 Court's office.

