



No. 1  
Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. \_\_\_\_\_ of 2024

BETWEEN:

Miguel Zenha

Plaintiff

AND:

Driven Automotive Ltd.

Defendant

To the Defendant

Silverside Management Ltd.  
P.O. Box 31489, Whitehall Chambers, 2nd Floor Whitehall House  
238 North Church St., George Town  
Grand Cayman KY1-1206, 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 Complaint 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 27 day of February 2024

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)

### **I. NATURE OF THE ACTION**

1. This is an action for damages arising out of the Defendant's negligence, poor workmanship, and failure to properly service and repair the Plaintiff's motor vehicle, leading to property damage and additional financial burdens on the Plaintiff.

### **II. JURISDICTION AND VENUE**

2. The Summary Court has jurisdiction over this matter pursuant to the laws of the Cayman Islands, as the claim is considered too small to justify the expense of engaging an attorney.

3. Venue is proper in this Court as the events giving rise to the claim occurred within this jurisdiction, and the Defendant operates their business in the Cayman Islands.

### **III. PARTIES**

4. The Plaintiff, Miguel Zenha, is a work permit holder in the Cayman Islands.

5. The Defendant, Driven Automotive Ltd., is a business entity operating a mechanic shop in the Cayman Islands, where the alleged damages to the Plaintiff's vehicle occurred.

### **IV. PROPERTY**

6. The Plaintiff's motor vehicle. A VW Golf TSI (color: red) (registration number: 194678) (VIN number: WWZZZ1KZCW1545321 ("the vehicle") which was entrusted to the care of the Defendant.

### **V. FACTUAL ALLEGATIONS**

7. On April 4, 2022, the Plaintiff brought the vehicle, purchased in January 2022 for CI\$6,500.00, to the Defendant for a routine service. As per invoice #2860, "no fault found."

8. On April 29, 2022, the Plaintiff brought the vehicle to the Defendant again, despite the recent service where no fault was found, for brake rotors to be resurfaced - invoice #2941. The VW hubcap went missing after brake rotors were resurfaced.

9. On October 24, 2022, the Plaintiff brought the vehicle to the Defendant for the vehicle's annual inspection and service. The Plaintiff raised concerns over a flashing wrench and gear indicator light, although no performance issues were present at the time. Despite these concerns, the Defendant dismissed the issue as a mere service light indicator and purportedly reset the light without addressing the underlying issue. The Defendant assured the Plaintiff that there is no issue and stated on the invoice #3613, "reset service indicator". In addition, the Plaintiff also raised the issue regarding the missing hubcap, however, the Defendant was unable to locate it as stated on the invoice, "replace center cap - missing since last service?" Further, the Defendant billed the Plaintiff for tint removal. The Defendant did not notify the Plaintiff, failed to remove the tint and proceed to pass the inspection as stated on invoice, "labor service - pass - no tint".

10. On September 22, 2023 the Plaintiff brought the vehicle to the Defendant for the vehicle's annual inspection and service. As stated on invoice #5142, the Defendant billed the Plaintiff for tint removal –which was purportedly removed on October 24, 2022 - "labor service, remove tint." The Plaintiff notified the Defendant of the intermittent ABS light, and the Defendant performed a vehicle scan, "vehicle scan, may need replacing." The Defendant charged the Plaintiff C1\$110 for the scan and the parts were ordered to replace the ABS sensor. Upon collection of the vehicle, the Aircon performed poorly post the annual inspection and service (blowing hot air), however, no such issue existed prior to the service being performed.

11. On September 27, 2023, the Plaintiff brought the vehicle in for the replacement of the ABS sensor (invoice #5165). The aircon was replaced and the Defendant charged the Plaintiff despite the issue arising out of the previous service. The Defendant performed a scan on the vehicle and notified the Plaintiff of the service light – which had been raised by the Plaintiff previously - and requested that the Plaintiff return for the replacement of the actuating rods. No performance issue with the vehicle.

12. On October 11, 2023, the Plaintiff brought the vehicle to the Defendant for the replacement of the vehicle's actuating rods. The Defendant confirmed that the car had been successfully calibrated. The vehicle begins to exhibit performance issues as it struggles to change through gears.

13. On October 30, 2023, the Plaintiff returns the vehicle to the Defendant and the Defendant performs another scan. The Defendant requests that the Plaintiff return the vehicle for the replacement of a cracked transmission plate. The part is ordered, and the Defendant assures the Plaintiff that this will resolve the issue and the vehicle is safe to drive in the interim.

14. Between November 2, 2023, and January 8, 2024, the Plaintiff attempted to contact the Defendant on several occasions to follow up the on status of the part as the performance of the vehicle had deteriorated significantly. Calls were unanswered and were not returned.

15. On January 9, 2024, the Plaintiff brought the vehicle to the Defendant for the replacement of the transmission plate. As stated on invoice, "Gears change erratic and jerky. Replace mechatronic valve unit and calibrate. High gear calibration difficult to carry out due to shortage of road length." The Defendant assured the Plaintiff that the car drives perfectly and that the Plaintiff needs to test the vehicle on a long stretch of road at a high speed to finalize the calibration. As stated on invoice, "carry out vehicle calibrations successfully". The Plaintiff drove the vehicle home (4kms from the Defendant's business address) and noted that the vehicle started to shudder in low gears. Subsequently, the engine malfunction light appeared on the vehicle's dashboard. The Plaintiff contacted the Defendant immediately via email –to ensure communication is in writing – and the Defendant stated that, "I'm surprised as the car was thoroughly tested with no faults."

16. On January 10, 2024, the Plaintiff brought the vehicle to the Defendant to resolve transmission issues, as noted on the invoice, "transmission has a slight vibration on second gear and transmission light flashes sometimes." The Defendant was unable to resolve the issue and requested that the Plaintiff leave the vehicle with the Defendant for three additional days. The Plaintiff expresses concern over the level of service provided by the Defendant via email.

17. Between January 15, 2024, and January 17, 2024, the Plaintiff brought the vehicle to the Defendant to resolve the persistent transmission issue. The Plaintiff insisted on updates throughout the process, however, the Defendant continued to ignore the Plaintiff.

18. On January 16, 2024, the Plaintiff requests via email that a thorough analysis is performed to ensure all issues are resolved. The Defendant responds via email, "The problem I found yesterday was a gear selector rod, it seems like it got stuck in the calibration process, after removing the mechatronics I've managed to move the rod back in place. I then refit the mechatronics and recalibrate. The gear noise and jumping are gone. There's a slight vibration in second gear depending on the acceleration and also the flashing light at some times, the fault code we are getting is related to a pressure sensor that is built inside the mechatronics unit. The only way forward is to replace the mechatronic unit. The car is drivable and can be used, we will need to check for pricing and availability of a replacement part. "

19. On January 17, 2024, upon collection of the vehicle, the Defendant explained that the mechatronic unit required replacement. Following extensive discussions, the Defendant acknowledged that it was damaged when the transmission was reassembled.

20. On January 19, 2024, the Plaintiff received a quote from the Defendant for the replacement of the mechatronic unit which amounted to C1\$2,269.26.

21. On January 20, 2024, the Plaintiff issued a first demand for the Defendant to assume responsibility for the damage to the transmission.

22. On January 29, 2024, the Defendant denied the Plaintiff's request despite the Defendant's 30-day repair warranty as stated on all invoices, "All repair work is warrantied for 30 days."

23. On February 2, 2024, the Plaintiff issued a Letter before Action to the Defendant.

**V. CAUSES OF ACTION**

Count 1: Negligence

24. The Defendant owed a duty of care to the Plaintiff to competently service and repair the vehicle.

25. The Defendant breached this duty by failing to properly diagnose and repair the vehicle, resulting in ongoing issues and damage.

Count 2: Breach of Contract

26. A service contract was formed each time the Plaintiff brought the vehicle to the Defendant for repairs, under which the Defendant was obligated to perform the requested and necessary services competently.

27. The Defendant breached this contract by failing to perform the services to a satisfactory standard, resulting in additional damage and costs to the Plaintiff.

Count 3: Misrepresentation

28. The Defendant misrepresented their ability to diagnose and repair the Plaintiff's vehicle, leading the Plaintiff to incur additional costs for services that were either unnecessary or inadequately performed.

**VI. PRAYER FOR RELIEF**

WHEREFORE, the Plaintiff respectfully requests the Court to:

- a. Award damages under the heading VII. Damages.
- b. Order the Defendant to pay the costs of this action, including reasonable attorney's fees;
- c. Grant such other and further relief as the Court deems just and proper.


**VII. DAMAGES**

29. As a direct and proximate result of the Defendant's actions, the Plaintiff has suffered damages, including but not limited to, the cost of repairs not properly performed, additional damage to the vehicle, and other consequential financial losses, in an amount prescribed below or to be determined at trial:

- Reimbursement of all previous charges amounting to C11,089.01
- Waiver of all unsettled charges amounting to C11,306.45
- Full replacement, and fitting, of the mechatronic unit without charge to the Plaintiff (quote C1\$2,269.26)
- Payment of any additional damages to the vehicle as identified by an independent mechanic, up to

AND the Plaintiff claims: see **VII. Damages**

- 1 The sum of see **VII. Damages**
  
- 2 Interest in the sum of \$ see **VII. Damages** calculated at the prescribed rate from to date.
  
- 3 Fixed costs of \$ see **VII. Damages** , alternatively costs to be assessed.



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Plaintiff's Signature

Plaintiff's address for service

Flowers Apartments 771 Walkers Road, South Sound Grand Cayman, KY1-1106 Cayman Islands
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miguel.antonio.zenha@gmail.com  
+1 (345) 929 7540



No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. \_\_\_\_\_ of 2024

Between:

Miguel Zenha

20\_\_ Plaintiff

AND:

Driven Automotive Ltd.

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 Plaint 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)

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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.