



SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2024

ARIN SMITH

PLAINTIFF

AND

PRASHANTH PUTHILLATH (Z3 TAXI)

DEFENDANT

PLAINT

To the Defendant:

Mr. Prashanth Puthillath
(Z3 Taxi Services)
54 Tropical Gardens Road
George Town
Grand Cayman

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 Plaint 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, 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 Acknowledgment of Service form.

IF YOU FAIL to satisfy the claim or fail to return the Acknowledgment 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 day of 2024

See overleaf for particulars of the Plaintiffs claim.

This Plaint is filed by McGrath Tonner, Attorneys-at-Law on behalf of the Plaintiff, whose address for service is 5th Floor, Genesis Building, Genesis Close, PO Box 446 GT, Grand Cayman, KY1-1106, Cayman Islands.

PARTICULARS OF CLAIM

1. On or about the 12 July 2023, the Defendant represented to the Plaintiff that he had imported 6 hybrid vehicles into the Cayman Islands but was unable to pay the import duties of \$19,500.00 USD to secure their release.
2. On or about the 12 July 2023 the Defendant entered into a contract with the Plaintiff in respect of a loan of CI\$19,500.00 USD.
3. On the 13 July 2023, the Plaintiff transferred the sum of CI\$19,500.00 USD to the Defendants bank account at Scotiabank in the name Z3 Taxi.
4. It was agreed that upon the release and sale of the vehicles the sum of CI\$19,500.00 USD would be paid to the Plaintiff.
5. On the 7 October 2023 the defendant had failed to repay the loan and admitted to the Plaintiff that he, the defendant had misrepresented the true position in that he had in fact secured the release of the vehicles and had sold them on prior to the loan being agreed.
6. Furthermore, the defendant admitted to the Plaintiff that he had dissipated the loan money on unrelated matters.
7. To the present date, despite verbal and a written request, the defendant has failed to repay the loan.
8. The Plaintiff now regards the contract as breached by the defendant due to non-payment of the debt and seeks recovery of the sum owing.

Statement regarding Interest

9. Pursuant to section 34 of the Judicature Act (2021 Revision) at such rate and for such period as the Court may deem fit and in the alternative at the judgement debt rate of 2 and 3/8ths percent which equates to CI\$49.63 from the respective dates set out above and continues to accrue daily at the rate of CI\$0.49 until judgment or sooner payment.

AND the Plaintiff claims

- (a) The liquidated sum of CI\$19,500.00 USD.
- (b) Interest as aforesaid, continuing until judgment or sooner payment.
- (c) Fixed costs, alternatively cost to be assessed.

This Plaintiff is filed by McGrath Tonner, Attorneys-at-Law on behalf of the Plaintiff, whose address for service is 5th Floor, Genesis Building, Genesis Close, PO Box 446 GT, Grand Cayman, KY1-1106, Cayman Islands.

DATED this day of April 2024



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McGrath Tonner

Attorneys-at-Law for the Plaintiff

To:

The Defendant, Prashanth Puthillath of 54 Tropical Gardens Road,
George Town, Grand Cayman.

And:

The Clerk to the Summary Court.

This Plaintiff is filed by McGrath Tonner, Attorneys-at-Law on behalf of the Plaintiff, whose address for service is 5th Floor, Genesis Building, Genesis Close, PO Box 446 GT, Grand Cayman, KY1-1106, Cayman Islands.

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

Cause No. SC OF 2024

BETWEEN:

ARIN SMITH

Plaintiff

AND

PRASHANTH PUTHILLATH (Z3 TAXI SERVICES)

Defendant

ACKNOWLEDGMENT OF SERVICE

1. State 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

1. 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 Plaintiff is acknowledged accordingly.

This Plaintiff is filed by McGrath Tonner, Attorneys-at-Law on behalf of the Plaintiff, whose address for service is 5th Floor, Genesis Building, Genesis Close, PO Box 446 GT, Grand Cayman, KY1-1106, Cayman Islands.

Defendant's Signature

Dated this day of

This Plaintiff is filed by McGrath Tonner, Attorneys-at-Law on behalf of the Plaintiff, whose address for service is 5th Floor, Genesis Building, Genesis Close, PO Box 446 GT, Grand Cayman, KY1-1106, Cayman Islands.

PARTICULARS OF DEFENCE

(Here set out in numbered paragraph 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, PO Box 495GT, George Town, Grand Cayman **within 14 days** of receipt otherwise a default judgment may be entered against you.

This Plaintiff is filed by McGrath Tonner, Attorneys-at-Law on behalf of the Plaintiff, whose address for service is 5th Floor, Genesis Building, Genesis Close, PO Box 446 GT, Grand Cayman, KY1-1106, Cayman Islands.