



D COURT OF THE CAYMAN ISLANDS

CAUSE NO. G OF 2024

BETWEEN: Addy Gonsalves and Tanya Christian

Plaintiffs

AND: Dhown Homes Ltd.

Defendants

WRIT OF SUMMONS

To: Mr. Sunil Dhown
Dhown Homes Ltd.
Unit 1 Bethaze Court
Godfrey Nixon Way
Box 12218
Grand Cayman, Cayman Islands

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiffs 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 495G, George Town, Grand Cayman, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgement 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 day of June, 2024.

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.

the Agreement dated March 1, 2023. Said Addendum delayed the next stage payment from no later than March 31st, 2023 in the Agreement to not before November 15th, 2023 and also stated that all other terms of the Agreement remained the same.

- 9. That the Agreement states that the next stage payment as mentioned in paragraph 8. was subject to the Defendant obtaining Planning Permission. No such Planning Permission was obtained to the Plaintiffs’ knowledge and neither has the Defendant shown the Plaintiffs said Planning Permission. In fact, the Defendant advised the Plaintiffs orally that it had not received the necessary permission and that the project was postponed indefinitely.
- 10. That despite not obtaining planning permission, the Defendants via email on the 15 November, 2023 demanded the second stage payment.
- 11. That later the Plaintiffs and Sunny (for the Defendant) spoke with regard to the requested second stage payment, as the Plaintiffs had experienced some family difficulties and needed some time. At no time did the Plaintiffs tell the Defendant that they could not make the payment, despite the difficulties. Sunny assured them that if the difficult persisted into December, the deposit would be returned.
- 12. That the Defendant on December 11, 2023 via email notified the Plaintiffs of a formal termination of the Agreement due to the nonpayment of the second stage payment of US\$36,776.25 by the 06 December, 2023. This was despite the fact that the Defendant did not meet the condition for any further payment as it had not received the Planning Approval. The Defendant has refused to return the Plaintiffs’ deposit of KYD30,156.53.

AND THE PLAINTIFFS CLAIM:

- 13. That the Defendant is in breach of the Agreement and was not entitled to terminate the Agreement as it had not fulfilled its obligation and pre-condition by December 11, 2023 to be due the second payment. Further, in the event they could terminate, with the agreement of the Plaintiffs, then the Plaintiffs are due the return of the deposit forthwith.
- 14. That in addition, the fact that the Defendant has not obtained Planning Permission and that the development has been postponed indefinitely, in all the circumstances the Plaintiffs are entitled to consider the Agreement terminated and are due the return of the deposit.
- 15. Deposit paid in the amount of KYD30, 156. 53, interest and costs.
- 16. Such further and other relief as the Court deems just.

McKinney Reid & Company

McKinney Reid & Company
Attorneys for the Plaintiffs

IMPORTANT

Directions for Acknowledgment of Service are given with the accompanying form.

Acknowledgement of service of writ of summons (0.12, r.3)**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 495G, 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 instalments or otherwise.

See over for notes for guidance

Please complete overleaf

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 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 Courts Office.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. G OF 2024

BETWEEN: Addy Gonsalves and Tanya Christian

Plaintiffs

AND: Dhown Homes Ltd.

Defendant

ACKNOWLEDGMENT 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.

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

2. State whether the Defendant intends to contest the proceedings (tick appropriate box)
[] yes [] no

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

Service of the Writ is acknowledged accordingly

(Signed).....

Attorney for the Defendant

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

McKinney Reid & Company
Suite 2
10 Candover Street
Grand Cayman
Email: kevaereid@gmail.com
Tel; 345 9172768

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

