



GRAND COURT OF THE CAYMAN ISLANDS
DIVISION

CAUSE NO: OF 2025 ()

CAYMAN SHORES DEVELOPMENT LTD

PLAINTIFF

AND

(1) HOWARD DEOSARAN
(2) GEORGINA GATTO-DEOSARAN

DEFENDANTS

WRIT OF SUMMONS

**TO: Howard Deosaran and Georgina Gatto-Deosaran
 P.O. Box 10708
 Grand Cayman
 KY1-1006**

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 495G, George Town, Grand Cayman, 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 19th day of August 2025.

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.

STATEMENT OF CLAIM

1. On 3 October 2018, the Plaintiff entered into a lease with TrinCay Medical Services Ltd (**"Trincay"**) (the **"Lease"**).
2. On 3 October 2018, the Parties signed a document titled 'Deed of Guarantee of the Lease' (the **"Guarantee"**), in which the Defendants guaranteed Trincay's obligations under the Lease.
3. A dispute arose regarding the Guarantee, in particular the Defendants' obligations to pay outstanding sums owed by Trincay to the Plaintiff under the Lease (the **"Dispute"**).
4. Between 16 September 2022 and 15 March 2023, the Defendants made payments to the Plaintiff in the sum of KYD 54,000.00.
5. On 30 October 2024, the parties entered into a settlement agreement (**"Settlement Agreement"**) on the following terms, among other things:
 - a) Clauses 1.2 and 2.1: The Defendants agreed to pay the Plaintiff KYD 177,000 (the **"Settlement Sum"**) in a lump sum by 10 December 2024.
 - b) Clause 2.2: Time was of the essence in respect of all payment obligations.
 - c) Clause 2.4: If the Defendants defaulted on the payment obligations, the Settlement Sum would become immediately payable to the Plaintiff together with interest at a rate of 3% above the prime rate of Butterfield Bank and all reasonable legal costs and expenses incurred as a result of the breach.

Breach of Settlement Agreement

6. The Defendants failed to pay the Settlement Sum due and owing by 10 December 2024, in breach of the Settlement Agreement.

7. On 15 May 2025, the Plaintiff, through its attorneys, Bedell Cristin, sent a letter to the Defendants requesting immediate payment of the Settlement Sum plus interest and legal fees. The letter advised that if this sum was not paid, or adequate security was not granted to the Plaintiff within 14 days, that the Plaintiff would file a writ against the Defendants.
8. The Defendants have failed to make any payments against the outstanding sums due under the Settlement Agreement or to offer adequate security for the Settlement Sum, plus interest and legal fees.
9. Pursuant to clause 2.4 of the Settlement Agreement, the Settlement Sum is due and immediately payable together with the prescribed rate of interest and associated legal fees.

AND THE PLAINTIFF claims:

10. Damages in the sum of KYD 177,000, being the Settlement Sum;
11. Contractual interest on the Settlement Sum in the amount of KYD 12,780.92 from 10 December 2024 to date, accumulating at a rate of 3% above Butterfield Bank's prime rate pursuant to the terms of the Settlement Agreement, currently calculated as KYD 50.92 per day, until such time it is fully repaid;
12. Alternatively, interest pursuant to section 34 of the Judicature Act (2021 Revision) in the sum of KYD 2,891.52, calculated at the prescribed rate of 2.375% from 10 December 2024 to date, and accumulating at a daily rate of KYD 11.52 per day;
13. The Plaintiff's legal fees and disbursements related to these proceedings to be taxed if not agreed, including the attorney fees incurred pre-issue in the amount of KYD 12,285.04, as provided for under the terms of the Settlement Agreement; and
14. Any further orders that this Honourable Court considers appropriate in the circumstances.

If, within the time limited for returning the Acknowledgment of Service, the Defendants pay the total amount claimed of KYD 202,065.96 to the Plaintiff or its Attorneys, further proceedings will be stayed.



BEDELL CRISTIN CAYMAN PARTNERSHIP
Attorneys-at-law for the Plaintiff

19 August 2025

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.

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 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
CIVIL DIVISION**

CAUSE NO: OF 2025 ()

BETWEEN

CAYMAN SHORES DEVELOPMENT LTD

PLAINTIFF

AND

**(1) HOWARD DEOSARAN
(2) GEORGINA GATTO-DEOSARAN**

DEFENDANTS

**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.

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

State whether the Defendant intends to contest the proceedings (tick appropriate box)

☐

Yes

☐

No

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

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

Bedell Cristin Cayman Partnership

18 Forum Lane

Suite 5305, 3rd Floor

Camana Bay

PO Box 1990

Grand Cayman KY1-1104

Cayman Islands

Richard.Parry@bedellcristin.com

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