

No. 1
Plaint



IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC 135 of 2017

BETWEEN:

ELLEN LAGORE & AMBER MYHAND

Plaintiff

AND:

GYANENDRA JHA and
MANISHA JHA

Defendant



To the Defendant

GYANENDRA JHA 22 WOODSTOCK ROAD GEORGETOWN 916 2086	MANISHA JHA 22 WOODSTOCK ROAD GEORGETOWN 916 2086
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P.O. BOX
2474 GT
946 6689

THIS PLAINT has been issued against your 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, 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 7 day of July 20 17

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)

PLEASE SEE ATTACHED

AND the Plaintiff claims:

- 1 The sum of ^{1,1500}~~\$2000~~ \$1,1500.00
- 2 Interest in the sum of \$ NIL calculated at the prescribed rate from to date.
- 3 Fixed costs of \$ 295.00, alternatively costs to be assessed.


Plaintiff's Signature

Plaintiff's address for service

ELLEN LAGORE 754 NORTHSIDE RD	AMBER MYHAND APT 22 ST TROPEZ SOUTH SOUND RD
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PARTICULARS OF CLAIM

1. On November 26, 2015, the Plaintiffs entered into a one year lease of #27 Sunrise Apartments Phase 2, Old Crewe Road South Sound ("Unit 27") with the Defendants. The damage deposit was \$1500.00 US dollars.
2. The Plaintiffs were shown Unit 27 by the Defendant's agent Ms. G. Haylock. At the time of showing Ms. Haylock confirmed the Defendants were aware of the following:
 - (a) burn marks on the counter next to the stove;
 - (b) the bar stool was wobbly;
 - (c) the condition of the front door; and
 - (d) the broken kitchen drawer.
3. When the Plaintiffs took possession of Unit 27 it was poorly cleaned and the Plaintiffs spent several days cleaning.
4. The Defendant Dr. G. Jha met with the Plaintiffs shortly after moving in initially taking the position that the apartment had been thoroughly cleaned, he later acknowledged the poor cleanliness and an adjustment to the rent was agreed to.
5. On Sunday, November 20, 2016, the Plaintiffs returned home to find that the door lock had been tampered with from the outside. This was reported to the Defendants' agent on the same day. No concern was expressed.
6. At the conclusion of the lease, the Plaintiffs cleaned the apartment, and on December 1, 2016, the Defendants' agent did a walk through with the Plaintiffs. The Defendants' agent did not express any concerns with the cleanliness of the apartment, and commented on the good condition of the apartment. The Plaintiffs were available to do the walk through on November 30th but the Defendants' agent was not available, and the new tenants were not moving into the apartment until December 3, 2016.
7. On January 10, 2017 the Plaintiffs picked up the damage deposit from the Defendants' agent, and learned that the Defendants kept \$750.00 of the \$1,500.00 damage deposit, claiming that the apartment had not been cleaned, that the pre-existing damage in paragraph 2 above was caused by the Plaintiffs, and claiming two days of rent. The Defendants wrote the Plaintiffs a cheque payable to "Amber" for \$750.00, which has not been cashed.
8. The Plaintiffs tried to contact the Defendants and their agent to discuss the return of the complete damage deposit, but they were unwilling to do so.

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

Between:

ELLEN LAGORE
AMBER MYHAND

Plaintiff

AND:

GYANENDRA JHA and
MANISHA JHA

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

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 Plaintiff 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)

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.