



D COURT OF THE CAYMAN ISLANDS

ON APPEAL FROM THE SUMMARY COURT

Grand Court Cause No. of 2026

(Cause No. SC 0012 of 2026)

BETWEEN:	Melko Dobroslavic	APPELLANT
AND:	Aventis Dental & Facial Aesthetics	
	Dr. Janish Grewal	
	Dr. Jonathan Lavington	DEFENDANTS

NOTICE OF APPEAL

TAKE NOTICE that I, Melko Dobroslavic, intend to appeal against the order of the Summary Court made on August 4, 2026.

The grounds of my appeal are as follows.

1. Honorable Magistrate Allard did not include Breach of Contract in her judgment of Order dated August 4, 2026.
2. Honorable Magistrate Allard did not include Misrepresentation in her judgement of Order dated August 4, 2026.
3. Honorable Magistrate Allard Order that Plaintiff write written statement in support of his Complaint and then excluded it and accepted Summons to Strike Out Plaintiff.
4. Honorable Magistrate Allard failed to produce written statement including her grounds for dismissing Plaintiff's Complaint.
5. Honorable Magistrate Allard disallowed Plaintiff to present his evidence prior or post Summons to Strike Out his Complaint.
6. Honorable Magistrate Allard disregarded all merits raised in Plaintiff Complaint.

7. Honorable Magistrate Allard proceeded with Summons to Strike Out after having all of particulars raised by her order to Plaintiff in support of his Complaint, Breach of Contract, Misrepresentation and unauthorized work performed by both dentists outside of what was contracted for.
8. Honorable Magistrate Allard denied to hear witness evidence from witness who was present during dentists' procedures and instead accepted Defendants' Summons to Strike Out despite knowing of 9 misrepresentations and breach of contract and proceeding with Order to strike out 11 months and 4 days after contract date between Plaintiff and Defendants.
9. Honorable Magistrate Allard erred by her Order that Plaintiff must provide written statements in support of his Complaint as he did, leaving Plaintiff to believe that her Ordered Statement did become part of the Complaint and that it should not have been excluded.
10. Honorable Magistrate Allard erred by excluding Defendant, Dr. Lavington's own evidence included in June 1, 2026 Affidavit in Support of Plaintiff's Summons under Exhibit 3 wherein Dr. Lavington stated "The entire treatment process can take up to 3 months to complete."
11. Plaintiff did not receive grounds for Plaintiff's Strike Out in writing and he reserves the right to amend his grounds for appeal if and when he gets Magistrate Allard's written statements and time to amend and to add additional grounds.

DATED this 17th day of August, 2026



Melko Dobroslavic, Appellant

TREATMENT AT \$11,000 THAT HE AGREED WITH ME BECAME CONTRACT THAT HE BREACHED.

BREACH OF CONTRACT

1. On May 14, 2025, first appointment with Dr. Lavington, he stated that the entire treatment process can take up to "3 months to complete", and then handed me written promotion. I relied on his presentation and inducement to accept two implant treatments.
2. On February 2, 2026, I saw Dr. Grewal in operating room and after false statements and secretly removing implant at the end which took 58 minutes. I left the chair and got up. He made statement: "I removed implant, and if you would like to put in new implant, you have to wait 4 to 6 months." That was negligent and fraudulent procedure by Dr. Grewal.
We started May 14, 2025 and on February 2, 2026 we were in eighth month. Another four to six months to put in new implant and another four months to required to fully integrate due to fact that it is upper jawbone which takes one month longer for integration. Then additional time required to place crown for total time required by both dentists would have been if allowed to proceed 19 months. But as stated above in enticement statements it would take up to three months to complete entire treatment process. That is "Breach of Contract" and misrepresentations to make Plaintiff believe and he did believe and accepted treatment.
3. Plaintiff accepted complete treatment for total of \$11,000CI but on February 2, 2026 he only had one implant which Defendants stated reduced cost of \$2,900CI. That is another Breach of Contract. The \$11,000CI I accepted for total cost excluding implant removal.

4. To complete dental treatment that Defendants failed to do, will cost at least \$10,000CI and substantially more due to fact that Plaintiff may be denied by one or two implantologist here in Grand Cayman, due to fact that I must disclose who has done last implants, including failed implant and lawsuit. Flying forth and back to U.S. several times and all other side expenses that cannot be avoided, it will cost over \$15,000CI by accounting \$2,900 defendants cost for one implant, plus court costs. Yes, Plaintiff's Plaint for \$19,900CI is reasonable request as final compensation.

SEE COURT CASE ENGLAND AND WALES. SEE DOCUMENT 11 AND EXHIBITS 3 AND 4.

2.

Re: Aventis Treatment Plan

From: Aventis Dental and Facial Aesthetics (info@aventis.ky)

To: ronimurray8@yahoo.com

Date: Saturday, August 30, 2025 at 07:14 AM CDT

Good morning Melko,

Thank you for taking the time to carefully consider this together with your wife. Apologies for the delayed response I have been away on holiday in the uk. I understand the importance of balancing quality treatment with financial planning, and on this instance we are happy to meet you in the middle at \$11,000.

As Winston Churchill once said, "Healthy citizens are the greatest asset any country can have." At Aventis, we truly believe that investing in your health and confidence is one of the most valuable decisions you can make.

We look forward to moving ahead and delivering the best possible care for you. My team will reach out to coordinate the next steps so we can begin as soon as possible.

Warm regards,

Dr. Jonathan Lavington

Aventis Dental & Facial Aesthetics

- ☐ I consent to my data being used in accordance to the Privacy Policy. *
- ☐ I consent to my personal data being collected and stored for the purpose of marketing communications.

What patients should know about dental implants

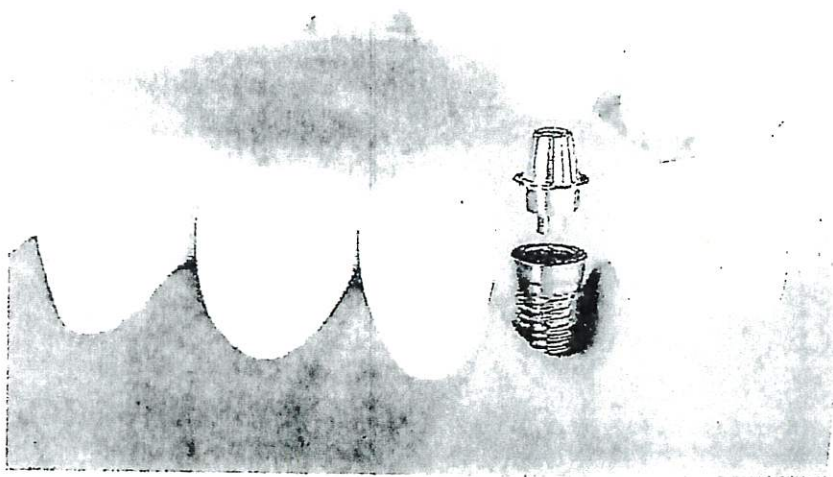
- Dental implants can replace individual teeth
- They can replace multiple missing teeth in a row (implant bridge)
- Or they can be used to replace a full arch of missing teeth using minimal implants
- ~~XXXX~~ The entire treatment process can take up to 3 months to complete
- Immediate tooth replacement is possible using temporaries

Types of dental implants we offer

We offer four types of dental implant treatment, each designed to address a specific type of tooth loss. You'll be recommended a specific type following a consultation, as your suitability will depend on the quality of bone in your jaw.

MY TREATMENT STARTED JULY 16, 2025 AND ENDED FEB. 2, 2026 WHICH IS OVER 6 MONTHS, AND ON FEB. 2, 2026 I ONLY HAVE 1 SINGLE IMPLANT COMPLETED. IF IT TOOK OVER 6 MONTHS TO COMPLETE SINGLE IMPLANT, HOW LONG IT WOULD TAKE THEM TO FINISH COMPLETE WORK CONTRACTED FOR TOTAL COST OF \$11,000. IT IS EVIDENT TO EVERYONE THAT THERE WAS BREACH OF CONTRACT ON FEB. 2, 2026

BREACH OF CONTRACT AND MISREPRESENTATION IN ORDER TO ENTICE PLAINTIFF



Single dental implants

- Uses a single implant
- Completed with an abutment or crown
- Recommended for individual tooth loss
- Typically, a 1-hour procedure
- Carried out under local anaesthetic

Available
to chat

CONSULTATION
S2026-0012

2026-06-01

4.

IN SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC 0012/2026

BETWEEN:

MELKO DOBROSLAVIC

PLAINTIFF

AND:

AVENTIS DENTAL & FACIAL AESTHETICS

DR. JANISH GREWAL

DR. JONATHAN LAVINGTON

DEFENDANTS

PLAINTIFF'S DEFENCE OF DEFENDANTS' SUMMONS TO STRIKE

In Paragraph 38, Defendants state that Plaintiff's claim is bound to fail and has no realistic prospect of success and that Court is invited to strike out Plaintiff's claim and dismiss the proceedings. Defendants have knowingly and purposely misrepresented their grounds for request that Court strike out the claims.

#1 Defendants knowingly and intentionally left out Breach of Contract.

#2 Defendants have misrepresented grounds for strike out by leaving out Misrepresentations.

For that and other reasons, request to strike out Plaintiff's claim should be denied. Moreover, Defendants' Defence statements should not be allowed due to fact of misrepresentations written in their Statement of Defence including these Defendants' submissions on grounds for their many misrepresentations, Breach of Contract and negligence by Dr. Lavington and Dr. Grewal, such as that they intentionally and knowingly excluded real evidence that Dr. Grewal by misrepresenting what he was going to do, specifically "lower the gum for next procedure." He cut gum all way to bone and removed implant without letting patient know. This was fraudulent misrepresentation.

5.

MISREPRESENTATIONS

1. On May 14, 2025 I was induced by representation by Dr. Lavington to proceed with implants procedure.

On May 29, 2025 he extracted my broken tooth and he put in dissolvable stitches with explanation that there was no need to come back for stitches removal.

In Statement of Defence it is stating that stitches were removed. That statement is first misrepresentation.

2. Defendants concealed two visits: first one on May 29, 2025 and second one on November 6, 2025 attended by Dr. Lavington wherein he was tightening healing caps and moving implant without freezing injection which caused extreme pain.

In Defendants Defence filed on February 19, 2026, this was not disclosed and intentionally concealed to hide destabilizing implant and preventing integration. This was second misrepresentation.

3. In paragraph number 4 in Statement of Defence, Defendants denied Plaintiff exposure to strong and unnecessary radiation exposure caused by not knowing how to operate brand new cone beam machine and that I was their first patient and exposed to 3.8 mSv radiation repeated two times and Dr. Grewal stated on February 2, 2026 that I will need third cone beam with radiation to replace failed implant for total of 5.7 mSv directed to my brain. Defendants' denying this radiation is third misrepresentation.

4. In Paragraph No. 5 Defendant's statement that Plaintiff had agreed with charge for \$12,100CI is fourth misrepresentation.

Li

5. Plaintiff statement is that Dr. Grewal never provided any of protocol. Plaintiff was given brochure by female employee and that is the fact. The statement in Defence Statement are untrue and fifth misrepresentation.
6. On September 24, 2025 appointment by Dr. Lavington, he stated that there was sign of inflammation, redness and swelling around #15 implant area. That statement was not true. If it was, then Dr. Lavington would not have proceeded with implant tightening which created extreme pain and working on it over 30 minutes. His statement that my stiches were removed at same time is sixth misrepresentation. You would not work on inflamed, swelling with redness on that implant. You would leave it alone and reported to implant dentist instead rather than molesting patient for more than 30 minutes. This is seventh misrepresentation by Dr. Lavington and that he removed stiches at same time. There were no stiches to be removed.
7. On November 6, 2025 I felt strong pain due to Dr. Lavington continuing again with tightening implant. I raised both hands in air to stop him tightening, but he said that he needed to turn $\frac{1}{2}$ turn more. On November 6th I should not have had any pain if healing cap was screwed on implant. The implant should stay firm without any movement and there should be no pain but implant was loose That is why Dr. Lavington concealed this appointment and that is eighth misrepresentation.
8. On January 21, 2026 review by Dr. Lavington, in next actions performed, he finally admitted only after attempting to tighten implant again, he had given up and on end said implant was loose and that he could not tighten and stabilize implant, This time he worked for close to 45 minutes and said that Dr. Grewel had to deal with it. Dr. Lavington is not an implantologist and should not be working on implant. He has damaged implant by preventing integration on September 24, 2025,

7.

November 6, 2025 and January 21, 2026. See Document No. 11 and Exhibit 6 for implant and stabilization.

On February 2, 2026, Dr. Grewal entered examination room. He introduced himself and asked how I was. I answered, I am ok, but implant has failed. I asked if he look at implant x-ray. He responded that he did and that it looked normal. After working on failed implant for 35 minutes, he asked if he could cut out some gum tissue around implant. I asked him why? He answered that gum was too high for next procedure. I answered ok. But that question was purposefully and knowingly asked in order to hide true purpose. Instead he was cutting out entire gum and tissue holding implant itself. Next question by Dr. Grewal was can I put some stitches in? I refrained from asking about that question and instead I said OK. That was the ninth fraudulent misrepresentation. I got up off the chair and then Dr. Grewal said "I took implant out." He cut gum all the way to jawbone and there was nothing left to hold it. There is no truth in Dr. Grewal's statement. He has misrepresent why he needed to lower the gum and remove that implant unilaterally without letting patient know in advance. That is fraud and tenth misrepresentation.

On February 2, 2026, there was no instructions to Plaintiff by two dentists or their employees and that is eleventh misrepresentation. All of the eleven misrepresentations were negligent and intentionally making Plaintiff to believe it was true.

CONCLUSION

There were misrepresentations. I relied on misrepresentations. I suffered loss as a result of relying on misrepresentations, and misrepresentation does not exclude liabilities be it innocent, negligent or fraudulent.

Authorities I am relying on includes:

8.

READ DEFENDANTS' DOCUMENTS BUNDLE

Tab 14.

Page 2 5/29/2025

Pain, bleeding, swelling, infection

CBCT Taken by Gladys – Apron was used (image was not great)

Dr. JL then took another CBCT without Apron – same result

Page 3 9/24/2025

Implant kit used to tighten implant

Page 4 11/06/2025

Quick check of implant abutment; abutment was a bit loose.

Dr. JL tighten

Page 5 01/021/2026

EmaxDjifferent types of crowns available discussed with Patient.

Happy to proceed (verbal informed consent)

MISREPRESENTATION

NOTE: 15 Implant is a bit loose, feeling with the healing Abutment

Page 5 02/02/2026

DW pt that we should remove the tissue around the Transmucosal tunnel to investigate whether it is tissue Preventing the seating of the scanbody or implant failure.

MISREPRESENTATION

Inspection shows the implant is loose and was removed During gum removal.

10.

Tab. 14

Page 6 02/02/2026

Patient informed me he ever took the medications prescribed
at implant placement being antibiotics and chlorohexidine.

MISREPRESENTATION

CBCT in 4 months

11