



IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE No. SC OF 2026

BETWEEN:

GREGORY PEACOCK

PLAINTIFF

AND:

RAVISH SONY (trading as Sony's Auto)

DEFENDANT

PLAINT

TO: The Defendant, P.O. Box 844, George Town, Grand Cayman KY1-1103, Cayman Islands

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 Complaint 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 19th day of May 2026.

See overleaf for particulars of the Plaintiff's claim.

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PARTICULARS OF CLAIM

The Parties

1. The Plaintiff is Gregory Peacock, an individual resident in George Town, Grand Cayman.
2. The Defendant is Ravish Sony, an individual carrying on business as an auto dealer under the trade name "Sony's Auto" from P.O. Box 844, George Town, Grand Cayman KY1-1103, Cayman Islands. The Defendant has been in the business of importing and selling Japanese used cars since 2001.

The Contract

3. On or about 22 March 2024, the Plaintiff agreed to purchase from the Defendant a 2019 Honda CR-V Hybrid motor vehicle (Pearl White, VIN RT5-1003402, 2000cc engine, automatic transmission) (the **Vehicle**) for the total sum of CI\$20,900 (the **Purchase Price**).
4. The terms of the contract were contained in or evidenced by:
 - (a) the Defendant's advertisement for the Vehicle published on EcayTrade on or about 22 March 2024;
 - (b) an invoice issued by the Defendant to the Plaintiff dated 22 March 2024 setting out the Purchase Price and payment schedule; and

- (c) contemporaneous WhatsApp messages between the parties, in which the Defendant confirmed that *"the invoice is also a contract or agreement"*.
5. The Vehicle was located in Japan at the time of purchase. Under the terms of the contract, the Defendant was responsible for procuring the shipment of the Vehicle from Japan to Grand Cayman and for arranging customs clearance, government inspection, licensing, registration and all ancillary matters, such that the Plaintiff would receive the Vehicle ready to drive.

Payments

6. The Plaintiff paid the Purchase Price in full in the following instalments, by way of bank transfers to the Defendant's account at Butterfield Bank:
- (a) US\$9,390.00 (equivalent to CI\$7,700.00) on 25 March 2024 (Transfer ID 526267);
 - (b) US\$9,390.00 (equivalent to CI\$7,700.00) on 3 June 2024 (Transfer ID 570036);
 - (c) US\$6,707.00 (equivalent to approximately CI\$5,500.00) on 16 September 2024 (Transfer ID 635386).
7. The total sum paid by the Plaintiff to the Defendant was US\$25,487.00, representing the full Purchase Price together with customs duty and associated costs. Receipt of each instalment was acknowledged by the Defendant.

Representations and Warranties

8. In connection with the sale, the Defendant made the following material representations and warranties, upon which the Plaintiff relied in entering into the contract:
- (a) The Vehicle was described in the advertisement as being *"in excellent condition"* with only *"minor signs of normal wear and tear"*.
 - (b) The Defendant warranted that he would *"fix any problem or problems"* the Vehicle may have had with the engine, transmission, starter, alternator, ignition, hybrid cooling system, fuel injection system, braking system, electronics, electrical system *"or any of the dozens of other critical systems, parts or components of the vehicle"*, regardless of the cost of doing so.
 - (c) The Defendant warranted that if the battery was dead, he would *"put in a live one"*.
 - (d) The Defendant represented that a 50-point inspection would be performed on the Vehicle and that it would be thoroughly cleaned and delivered ready to drive.

- (e) In WhatsApp messages on 20 August 2024, the Defendant further assured the Plaintiff: *"I will take care of any damage it might have received. Thats (sic) part of my service."*
- (f) On 16 September 2024, upon discovery that the Vehicle would not start, the Defendant assured the Plaintiff: *"Whatever the problem is, I will take care of it."*

Delivery and Defects

- 9. The Vehicle arrived in Grand Cayman on or about 12 September 2024. It was cleared through customs on or about 16 September 2024.
- 10. Upon the Defendant's attempt to collect the Vehicle from the port on 16 September 2024, it was discovered that the Vehicle's battery was completely dead and the Vehicle would not start.
- 11. After replacing the battery and certain fuses, the Vehicle still failed to start. On 17 September 2024, diagnostic equipment revealed error codes. The Defendant stated that it was possible that the battery had been defective prior to shipment and that someone had attempted to jump-start the Vehicle using incorrect battery terminal connections, causing damage to electrical parts.
- 12. Notwithstanding the express warranties given by the Defendant, and despite repeated and prolonged attempts at repair over a period of approximately twelve months (from September 2024 to September 2025), the Vehicle was never made operational, and the Plaintiff was never able to drive or use the Vehicle.
- 13. During the said 12-month period, the Defendant engaged multiple mechanics and electricians, replaced the battery electronic control unit (sourced from Japan at the Defendant's expense and shipped via DHL), consulted the Honda dealership technician (Car City) for specialist Honda software diagnostics, and attempted various other repairs to the Vehicle's electrical and ignition systems. None of these efforts succeeded in making the Vehicle operational.

Demands for Refund and Defendant's Acknowledgement

- 14. On 22 April 2025, the Plaintiff demanded of the Defendant either a resolution of the mechanical issues or a full refund of the Purchase Price, stating: *"Either we fix this thing, or a refund. At this point, i don't really care which."* The Defendant responded: *"ok."*
- 15. On 26 April 2025, the Defendant expressly acknowledged his obligation to refund the Purchase Price in a WhatsApp message to the Plaintiff, stating: *"I have been so stressed about this issue for some time, that I am unable to do some other things because I am worried that if this problem is not resolved soon, I will have to find \$21000 to refund you."*

16. On 10 August 2025, the Plaintiff set a deadline for resolution, stating: *"I really want to wrap this up by the end of the month. If we're not on the road by then let's figure out a refund."* The Defendant did not reject this proposal.
17. The Vehicle remained inoperable. The Plaintiff, having been without the use of the Vehicle for over 12 months despite having paid the full Purchase Price, was left with no reasonable alternative but to purchase a replacement vehicle to meet his essential needs.

Pre-Action Demand

18. On 30 September 2025, the Plaintiff, acting through his then solicitors Nelsons Legal, sent a formal letter of demand to the Defendant requiring repayment of the full Purchase Price of C\$20,900 within seven days (the **Demand Letter**). The Demand Letter stated that given the considerable passage of time and the persistent failure to deliver a working vehicle, reimbursement of the full Purchase Price was the only appropriate remedy.
19. The Defendant failed to make any payment within the seven-day period or at all. On 8 October 2025, the Defendant requested further time to respond. Extensions were granted, but no payment was forthcoming.
20. In subsequent correspondence, the Defendant acknowledged the outstanding debt. The Defendant stated in writing that he had repeatedly asked himself: *"If this car does not start, how will I refund Gregg?"* The Defendant proposed selling the Vehicle and remitting the proceeds to the Plaintiff, stating that the Plaintiff *"can get the funds back"*.
21. Despite this acknowledgment of the debt and repeated further correspondence from the Plaintiff's solicitors warning of the commencement of legal proceedings, the Defendant failed to make any payment or to engage substantively with the Plaintiff's claim. A final deadline of 5 PM on 21 November 2025 was given and expired without payment.

Breach

22. The Defendant is in breach of the contract of sale in that:
 - (a) The Vehicle was not of merchantable quality. It was fundamentally defective upon delivery and has never been made operational for the Plaintiff's use.
 - (b) The Defendant failed to deliver the Vehicle in the condition represented, namely in *"excellent condition"* and ready to drive.
 - (c) The Defendant failed to honour the express warranty to repair any problems with the Vehicle's critical systems, notwithstanding twelve months of repair attempts.

(d) The purpose of the contract - to supply the Plaintiff with a working motor vehicle - has been fundamentally defeated.

23. Further and in the alternative, the Defendant has acknowledged his obligation to repay the Purchase Price and has failed and/or refused to do so, notwithstanding repeated demands.

Limitation of Claim

24. The Purchase Price paid was CI\$20,900. The Plaintiff limits his claim to CI\$20,000 so as to fall within the civil jurisdiction of this Honourable Court pursuant to the Schedule to the Summary Jurisdiction Act (2025 Revision).

Relief Sought

AND the Plaintiff claims:

- (a) The sum of CI\$20,000.
- (b) Interest thereon at the prescribed rate from 16 September 2024 (being the date of the final payment) to the date of judgment.
- (c) Fixed costs of CI\$150.00, plus the filing fee and the bailiff's fee for service, alternatively costs to be assessed.

DocuSigned by:

40B7A9597C2445B3

PLAINTIFF'S SIGNATURE

THIS PLAINT AND PARTICULARS OF CLAIM is filed by the Plaintiff whose address for service is 10 Market Street, Unit 1001, Camana Bay, Grand Cayman, KY1-9006, Cayman Islands.

DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE OF PLAINT

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, PO Box 495G, George Town, Grand Cayman.

2. A defendant who states in the defendant's acknowledgement of service that the defendant intends to contest the proceedings must also serve a defence on the attorney for the plaintiffs.

If particulars of claim are indorsed on the Plaint (i.e. the words "particulars of claim" appear on page 2), the defence must be served within 14 days after the time for acknowledgement of service of the plaint, unless in the meantime a summons for judgment is served on the defendant.

If particulars of claim are not endorsed on the plaint, the defence need not be served until 14 days after the particulars of claim have been served on the defendant.

If the defendant fails to serve the defendant's defence within the appropriate time, the plaintiff may enter judgment against the defendant 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 acknowledgement of service, that the defendant intends to apply for a stay, execution will be stayed for 14 days after that defendant's acknowledgement, but the defendant must, within that time, issue a summons for a stay of execution, supported by an affidavit of the defendant's 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.

NOTES FOR GUIDANCE

1. Each defendant (if there are more than one) is required to complete an acknowledgement of service and return it to the Courts Office.
2. For the purpose of calculating the period of 14 days for acknowledgement of service, a plaint served on the defendant personally is treated as having been served on the day it is delivered to the defendant.
3. Where the defendant is sued in a name different from the defendant's own, the form must be completed by the defendant with the addition in paragraph 1 of the words "sued as (the name stated in the Plaint)".
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 that partner's name.
5. Where the defendant is sued as an individual trading in a name other than that person's own, the form must be completed by the defendant with the addition in paragraph 1 of the description "trading as (.....)" after that defendant's 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 for the guardian ad litem.
8. A defendant acting in person may obtain help in completing the form at the Courts Office.

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20²⁶

Between:

GREGORY PEACOCK

Plaintiff

AND:

RAVISH SONY (TRADING AS SONY'S AUTO)

DefendantACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address -

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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.