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**THE REPUBLIC OF TRINIDAD AND TOBAGO**

**IN THE HIGH COURT OF JUSTICE**

Claim # No.CV 2019-

BETWEEN

**REEDAL SANKAR Claimant**

**AND**

**WEP CONSULTING AGENCY**

**1st Defendant**

**WENDELL PHILIP**

**2nd Defendant**

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**Statement of Case**

1. The first Defendant at all material times is a company registered company having its head quarters at Level 2 Invader’s Bay Tower, Audrey Jeffers Highway, Port of Spain, Trinidad operating as an consulting company, which brings Foreign used Vehicles in the name of the customers, handling brokerage and customs in facilitating in bringing the automobiles from other countries.
2. The Second Defendant is the owner/ consultant who operated for the company and handled the contracts and consultations himself.
3. The Second named Defendant made an agreement with Claimant that he will preform all the Work required by the Contract Document, which was made and signed on 20th of September, 2018 or as agreed to import of Foreign used Vehicle. Toyota C-HR Crossover (White) with Chasis code DBA -NGX50..A copy of the contract document is hereto annexed and exhibited as” RS1”
4. The Contract price was two hundred and eleven thousand, Six hundred and sixty seven dollars and fifty cents. ( $211,667.50)
5. The Claimant paid the 2nd Defendant a sum of five thousand dollars ($5000) on 20th of September, 2018, paid Thirty thousand ($30.000) dollars on 22nd of September, 2018, paid Thirty thousand ($30,000) dollars on 26th of October, 2018, and finally paid one hundred and fifty thousand, ($150,000) dollars on 24th of January, 2019. . The Said one hundred and fifty thousand dollars were paid by Mr. Suresh Ramkissoon , who is the employer of the Claimant and on behalf of him. For that reason the receipt shows the name of Mr. Suresh Ramkissoon. The Second Defendant acknowledges that by making the agreements subsequently. The copies of the receipts are hereto annexed and exhibited as “RS2.”
6. The Second defendant informed/ instructed the Defendant that he would obtain the vehicle in two weeks time from the date of 24th of January, 2019.
7. The Claimant approached the second named defendant in the middle of February, 2019 and the Second named Defendant informed him that he would need a further two weeks time again.
8. This went on until March and the Claimant asked him for a refund in the month of March.
9. The Second named Defendant made an further agreement in his name alone on 2nd of March, 2019. The Agreement states: that he would deliver the 2016 C-HR Chasis NGX50- 2000591 by the week of 13th – 17th May, 2019 along with a compensation of $15,000. The Agreement also states that he would provide with a courtesy vehicle on March 6th, 2019 for use in lieu of purchased unit.

A copy of the agreement dated 2nd of March, is hereto annexed and exhibited as “RS3”

1. The agreement which was made on 2nd of March, 2019 was breached and the Defendants could not deliver the vehicle by 17th of March, 2019.
2. The Claimant approached the second named defendant, on 15th March, 2019, The Second named Defendant made a further agreement on 15th of March, 2019 on his own behalf albeit he makes a mention in the agreement that he is the owner of the Wep Consulting agency. The Agreement states that Second named Defendant will deliver to the Claimant the vehicle chasis no DBA-NGX50 within the period of one (1) week form 15th of March, 2019, failing which the Second named Defendant will refund the Claimant the full amount of monies paid immediately upon the expiration of the one (1) week period.

The copy of the agreement made on 15th of March, 2019 is hereto annexed and exhibited as “RS4.”

1. The Agreement made on 15th of March, 2019 was also breached and the vehicle was not delivered as agreed and the refund was not also made.
2. A further agreement was made on 29th of March, 2019 by the Second named Defendant. He agreed to refund the sum of two hundred and eleven thousand, six hundred and sixty eight dollars and fifty cents ($211,668.50) and also a compensation of sixty one thousand, three hundred and thirty one dollars and fifty cents ($61,331.50) being a total of two hundred and seventy three thousand ($273,000) dollars on or before Friday May 10th, 2019 and also continue to provide with the courtesy vehicle until the refund made. A copy of the agreement made on 10th of May, 2019 is hereto annexed and exhibited as “RS5”
3. A further agreement was made on 10th of May, 2019 agreeing to pay ten thousand ($10,000) dollars on 13th May, 2019 and pay off the balance on 17th of May, 2019. The Second named defendant also agreed to pay 2% per month on the outstanding amount until the date it was fully repaid. The Second named Defendant paid ten thousand ($10,000) dollars to the Claimant on 13th of May, 2019 but breached the agreement to pay the balance by 17th of May, 2019.
4. The Claimant’s attorney at law Mr. Christopher Gidla wrote a preaction protocol letter to the Second named Defendant on 25th of May, 2019. He gave the Second named Defendant, 14 days time to respond from 25th of May, 2019. The Second named Defendant did not respond to the letter. A copy is hereto annexed as “RS6”
5. The Second named defendant provided the Claimant with a courtesy vehicle, PDK 9627, A Mitsubishi lancer in the month of March, 2018 as agreed as above.
6. The vehicle broke down on 26th May, 2019. The Claimant had to pay seven hundred ($700) dollars to wreck the vehicle from Beech to Navet. A copy of the receipt is here to annexed and exhibited as “RS6”. The Claimant has to rent a vehicle from 27th of May, 2019 till 26th of June 2019. The Claimant had to pay two hundred and fifty dollars ( $250) a day from that date till 26th of June 2019. The Claimant was provided with a courtesy vehicle on 5th of July 2019. A copy of the receipt is hereto annexed and exhibited as RS 8.
7. **Hence** the Defendants owes the Claimant
8. The Claimant Claims:
9. Amount of claim $263,000
10. 2% Per month agreed interest on the amount owing from 17th May, 2019 till date
11. $700 Wreckers fees $700
12. $7500 a month rental on the automobile from 27th of May, 2019 till 26th of June 2019
13. Statutory interest
14. Costs.
15. Such further and /or other relief as the court may deem just in the circumstances.

**I certify that all the facts set out in the Statement of Case are true to the best of my knowledge, information and belief and I am entitled to the remedy claimed.**

**Reedal Sankar**

**Dated the day of June ,2019**

**We are acting for the Claimant, our address for service is : Gidla and Associates , 99A Duke Street, Port of Spain, Tel: 472:5124**

**Christopher Ross Gidla**

**Claimant’s Attorney at Law.**