**INTHE REPUBLIC OF TRINIDAD AND TOBAGO**

**CHRISTOPHER ROSS GIDLA**

**Bar NO. GIC2006148**

**GIDLA & ASSOCIATES**

**123 Duke Street**

**Port of Spain**

**Tel/Fax:624-4410**

IN THE HIGH COURT OF JUSTICE

Claim No: CV 2011-03169

BETWEEN

**RONALD RAMJIT Claimant**

**AND**

**SHUKUNDAI SAMAROO Defendant**

\* \* \* \* \*

**DEFENCE**

1. The Defendants say in their defence that the Claimant’s claim ought not to be sustained on the grounds set out hereunder:
   1. The Claim shows no real basis for the claim.
   2. The Claimant did show in the Paragraph 12 of his statement of Case that he made an affidavit transferring his rights and interests in the land to the Defendant thus extinguishing any right he has on the said land.
2. The Claimant admits paragraph 1 of the Statement of Case.
3. The Defendant admits paragraph 2 of the Statement of Case in that the Claimant was a joint lessee with the claimant, and this was done purely to facilitate the payment of the rental and land and building taxes. The Defendant,s husband was paralysed and the Defendat was unable to go to the Warden’s office and hence the Claimant’s name was included, without the real intention of sharing the lease. However, the lease was transferred back to the Defendant in 1986. This transfer note was executed in the L.K Doodnath, attorney’s at laws’ office and the copy of the affidavit sworn by the attorney is hereto attached and exhibited.
4. The Defendant denies Paragraph 3 of the Statement of Case in that she asked the Claimant to come and live at the upstairs portion of the two storey dwelling house. The Defendant was living at #76, Bark Street, Cane Farm, Tacarigua at her brother’s place, at that time. She did not know when the Claimant came and occupied the said house. He in fact broke open the locks put in by the Defendant. She only noticed this when her agent visited the premises in the year 1999.
5. The Defendant denies paragraph 4 of the statement of Case. The Defendant admits that the Claimant visited her where she resides at NO.76 Back Street, Cane Farm , Tacarigua. The purpose of the visit to obtain some money from the Defendant to fix his motor vehicle. The Defendant never told the Claimant that he should not be paying rent and should move in to the existing dwelling house free from rent. The Defendant never assusred him that this name is still on the lease agreement.
6. The Defendant admits paragraph 4 of the statement of case.
7. The defendant is not in a position to admit or deny paragraph 6 of the statement of case as the facts stated in that paragraph are not within the Defenant’s knowledge.
8. The defendant is not in a position to admit or deny paragraph 7 of the statement of case as the facts stated in that paragraph are not within the Defenant’s knowledge. Neverthless the Defendant was also paying the land and building taxes for that period.
9. The Defendant admits paragraph 9, 10, and 11 of the of the statement of case.
10. The Defendant admits paragraph 13 in that she never sent any written and / or verbal demand to vacate the property, because she didn’t know that the Claimant was occupying the property until July of 2011.
11. The Defendnat is not in a position to admit or deny, paragraphs 15,16,17 and 18 since she is stranger to the facts.

Dated this day of 2011

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**Shukundai Samaroo**

Defendant

This Defence is filed and served this 19th day of July, 2011 by Christopher Ross Gidla Attorney At Law of 123 Duke Street, Port of Spain whose address is in Gidla & Associates, 123 Duke Street, Port of Spain

To: The Registrar

Hall of Justice

Knox Street

Port of Spain

AND

TO: Naresh M. Ramchandani

Trinity Chambers

44-58 Edward Street

Port of Spain