**Landlord and Tenant (Ejectment Proceedings)**

**CHRISTOPHER ROSS GIDLA**

**Bar NO. GIC2006148**

**GIDLA & ASSOCIATES**

**99 A Duke Street**

**Port of Spain**

**Tel:350-6259**

**THE REPUBLIC OF TRINIDAD AND TOBAGO**

IN THE HIGH COURT OF JUSTICE

Claim No: CV 2013-4787

BETWEEN

**ARMIN AMRITA DASS-MAHABIR Claimant**

**AND**

**CYRIL RATTANSINGH Defendant**

\* \* \* \* \*

**AMENDED** **DEFENCE and counter claim**

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 Defendant admits paragraph 1 of the Statement of Case.
3. The Defendant admits paragraph 2 of the Statement of Case in that the Defendant was a tenant of the Claimant and conducting the business of operating a bar on the said premises. The Defendant deny that he ever lived on the premises.
4. The Defendant admits paragraph 3 of the statement of case in that there was a tenancy agreement, but however denies that agreement was entered into on 1st August, 2012, but in fact the agreement was entered into on the ist of September, 2012. The tenancy agreement attached in the statement of case also reflects this fact.
5. The Defendant admits that the Claimant renovated the premises since the premises was in a dilapidated condition and because the Defendant indicated to the claimant that he would be operating a bar.
6. The Defendant denies the paragraph 5 of the Statement of Case in that the claimant repainted the interior walls of the bar area, exterior walls of the bar area and furniture that were placed outside the bar area and advertised the opening of the business through the use of a flyer. In fact it is the Defendant who painted the interior walls, exterior walls and the furniture. The Defendant also paid for a banner for the opening of the bar and there were never any flyers made for the bar opening.
7. The Defendant admits the paragraph 6 of the statement of case. In addition to the items list in that paragraph, he also invested in 1 double door fridge, a heinekin chiller, Gatorade chiller, 12 bar stools, 7 tables, 10 padded chairs, 12 high top chairs, 3 long tables and 12 padded stools. The receipts are hereto attached and marked “A”
8. The Defendant admits paragraph 7 of the statement of case in that the claimants intended son in law is accustomed parking at the front of the gate. However, she also indicated that once the business is operational he would move his car to facilitate the customers parking in the front.
9. The defendant denies paragraph 8 in that he raised no issues as to the son in law parking. In fact this was causing the defendant to loose business since there would not be enough space for the customers to park. He has mentioned this to the Claimant many a times. Photographs of the cars in the parking area were hereto attached in a bundle and marked “B”.
10. The defendant admits paragraph 9 of the statement of case. However, it is the only entrance to the business place. The defendant could open his business only by passing thru this entrance.
11. The defendant denies that his wife ever verbally abused the plumber.
12. The Defendant denies the paragraph 12 of the statement of case in that she immediately rectified the situation. The intended The son in law fixing the cars as trade was a nuisance to the business and the defendant complained about this situation to the claimant many a times. He in fact lost the customers since the son in law was parking the cars he brought to repair in the parking area originally agreed by the claimant as a parking area for the customers. Photograghs are attached hereto marked as “c” On or about, 24th of June,2013 police visited the premises and when they saw the intended son in law fixing the cars they warned him.and He stopped fixing the cars in the parking area since then, which is ten months after the tenancy agreement is entered into.
13. The defendant denies paragraph 13 of the statement of case. The claimant gave an opened electricity bill to Mrs. Ramnarine and it was the second electricity that was opened even though addressed to the business address. It was at that instance Mrs.Ramnarine asked her not to open her mail any more. It was in fact the Claimant who started to use obscene language to the Defendant and his Wife Mrs. Ramnarine. She stated saying “you think you own this fucking business , this is my fucking place and I rented it to Cyril and not you”. The Defendant and his wife were stunned at the language since they always knew her as a teacher and never expected that she would be using such language.
14. The Defendant denies paragraph 14 of the statement of case.
15. The Defendant admits that he received a letter from Mr. Robert Boodoosingh and the letter in fact was stuck on the front door.
16. The Defendant admits paragraph 16 of the statement of case to the extent that the claimant, her daughter and her intended son in law returned to their home and the defendant’s car was parked in the compound and they asked the defendant to remove the vehicle. The defendant denies that he and his wife verbally abused the claimant. The Defendant was eating at that time and he asked them to hold on a since he is eating. Mrs. Ramnarine went out and informed them that her husband is eating and will remove the car shortly. At that instance the Claimant re acted unnecessarily using obscene language again saying that she do not want to hear anything from Mrs.Ramnarine since she did not rent the premise to her. Mrs.Ramnarine at that instance enquired doesn,t she have any rights to park in the parking space.. The Claimant entered into an argument saying that she did not rent the place to her. Mrs. Ramnarine then said she has the rights too and at that instance the daughter Miss. Niki Mahabir took a glass bottle from the ground and pushed against Mrs. Ramnarine’s face and told her she has no right to talk to her mother. The Intended the Son in law took out a power handle and attempted to hit Mrs. Ramnarine and at that instance the Defendant pushed him away from his wife. The defendant then moved his car.
17. The Defendant admits paragraph 17 that a notice to quit was served on the Defendant. However the agreement gave a legitimate expectation that notice to quit will not be given unless there is any breach of the terms. The Defendant in fact pointed out to the claimant the clause that she could give a notice to quit. The Defendant asked her what will happen to him after spending the expences on the bar if she gives a notice to quit. The claimant assured the Defendant that it would not happen unless there is a breach with the terms.
18. The Defendant denies paragraph 18 of the statement of case in that Mrs Ramnarine together with her son verbally abused the Claimant’s 83 year old mother. Mrs.Ramnarine’s son heard of the incidence that the intended son in law pulled a power handle to hit his mother,Mrs. Ramnarine. He asked Mrs.Ramnarine about the incident. She did not want to cause any conflict and told him it was nothing. He in return replied if she do not tell him he will ask avinash, the intendended son in law. He went out side and the claimant spit on him and intimidated, provoked him and at that instance he threw a stone on the window. However, the Defendant warned him and asked him not to come to the premises again and from then he never came to the premises.
19. The Defendant deny paragraph 19 of the statement of case in that the Defendant’s son never uttered those words.
20. The Defendant admit paragraph 20 of the statement of case. However no charges were made.
21. The Defendant denies paragraph 21.
22. The Defendant admits paragraph 22.
23. The Defendant admits paragraph 23
24. The Defendant denies paragraphs 24.
25. The defendant attempted to pay the rent and he registered a cheque and posted in the TT post which they sent it back. Copies of the cheques are hereto attached and marked “D”

**COUNTERCLAIM**

1. The Defendant repeats paragraph 1 to 25 inclusive of the Statement of Claim
2. Defendant is the tenant of the Claimant and was renting the premises situate at Corner of Back and Sargeant Street, Tunapuna.
3. The Defendant rented the above premises to conduct the business of a Bar on the premises.
4. The claimant and Defendant entered into a tenancy agreement on the 1st of September,2012 and it was a agreement for three years and the defendant as per the agreement could operate the business until September, 2015.
5. However the agreement had a clause for notice to quit. The defendant pointed out the clause to the claimant and the Claimant promised the defendant that will not happen unless the defendant breaches any term of the agreement.
6. Based on the promise the Defendant spend a sums of money on the premises. The receipts of the expenses is hereto attached and marked “A”.
7. The Defendant was earning approximately $15,000 per month on the sales of the bar after the rental, the utility bills and the purchases were deducted.
8. In breach of the agreement and the promise made by the Claimant the claimant issued a notice to quit on 23rd of June , 2013.
9. If the notice to quit was acted on the Defendant would suffer damages.

**AND THE DEFENDANT COUNTERCLAIM:**

1. **SPECIFIC PERFORMANCE** of the agreement made on1st of Sepember, 2012
2. An order that the Claimant estopped from reneging back on the promise the she would not issue a notice to quit unless there is a breach of the term of the agreement.
3. An injunction restraining the Claimant whether by himself and /or servant and /or agent from entering, remaining on and trespassing on the said property.
4. An order restraining the claimant from preventing the Defendant from enjoying the quiet possession of the property.
5. Alternatively , if the notice to quit is executed the damages the Defendant suffered.

Particulars of specific damage

1. Music equipment bought on 14/12/2012

4 speaker boxes

1 CD machine mixer

1 amplifier

1 pre amplifier

1 Equaliser

1 Aluminium Rack

1 Tuner

$17,000

1. Heinekein Chiller and Gatorade Chiller

$2,500

1. 22/11/2012

3 long tables

12 Stools

10 padded chairs

$4,600

1. Socham and Sons Liquor Store

Liquor bill $18,761`

1. 1 Counter deep freezer ice maker fridge

$4,400

1. 1 Haier chest freezer

$3495

1. 1 chest Freezer

$ 5799.99

1. Painting and installation of wall brackets

$7500

1 concrete set and transport

$2000

1. Supply and installation of bar shelf and mirrors

$1875

1. 4 black top tables

3 gray top tables

$4,000

Total 72,930.99

1. Loss of profit at the rate of $15,000 per month for the months may to December in 2014, January to September in 2015 (17 months)

17 x $15,000 $255,000

1. Such further and /or other reliefs as the Court sees fit.

Costs.

Christopher Ross Gidla

Attorney at law

To:

Sirjoo Singh and Co

Lp No.7 A Ramsaran Street

Chaguanas

Registrar High court of Justice

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Defendant

I am acting for the defendant, my address is for address for service is

**Christopher Ross Gidla**

**Attorney at law**

**Gidla and Associates**

**99 A Duke Street**

**Port of Spain**

**Tel: 350-6259**

Dated 27th of December, 2013

Christopher Ross Gidla

Attorney for the defendant

To: The Registrar

Hall of Justice

Knox Street

Port of Spain

AND

TO: Richard sirjoo

Attorney at law

Lp no.7 A Ramsaran Street

Chaguanas.