## CHRISTOPHER ROSS GIDLA

## ATTORNEY AT LAW

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**PORT OF SPAIN**

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**Port of Spain.**

##### IN THE REPUBLIC OF

**TRINIDAD AND TOBAGO:**

### IN THE HIGH COURT OF JUSTICE

Claim:

### BETWEEN

**LEONARD SEMPER Claimant**

### AND

**NIZAM MOHAMMED**

**NAZMA MOHAMMED**

**1st and 2nd Defendants**

**MOHAMMED USED CAR REPAIR AND SALES**

**3rd Defendant**

1. The 3rd Defendant is and was and/or at all material times in the business of selling used cars and the 1st and 2nd Defendants are the Directors of the Mohammed Used Car Repair and Sales.
2. By an agreement dated 3rd September, 2008 the defendants agreed to sell the claimant’s vehicle a Nissan Sunny B14 registration number HBN 3894 for a price or sum of thirty eight thousand ($38,000) dollars, which the claimant has left with the defendants.
3. It was further agreed that the defendants shall retain eighteen thousand ($18,000) dollars as deposit out of the thirty eight thousand ($38,000) which the defendants would have after selling the claimants aforementioned vehicle. The defendants agreed that they shall deliver the wagon within six to eight weeks.
4. The Defendants paid the Claimants the sum of twenty thousand ($20,000) dollars and retained the sum of eighteen thousand ($18,000) dollars as a deposit for the wagon.
5. The defendants breached the agreement and the said wagon was never delivered to the Claimants.
6. The defendants have entered into a further agreement with the Claimants on 11th of March, 2009 whereby defendants delivered a Nissan Pulsar registration number PBP 1114 and orally told the Claimant that the vehicle could be used by the Claimants until the defendants can procure the delivery of the wagon as agreed in the previous agreed.
7. The agreement was not read by the Claimant since he could read. The Defendants knew this situation and assured the Claimant that the agreement was a mere formality and did not reveal any of the clauses in the agreement.
8. The Nissan pulsar which was delivered to the Claimants was defective and is not road worthy and further it has no certified copy of ownership.
9. On or about the month of May 2009 the defendants came and took back the said Nissan pulsar.
10. On or about the Claimant’s attorney sent a preaction protocol letter to the Defendant’s and copy of the letter is hereto annexed and exhibited as LS3.
11. The Claimant’s informed the Defendants that the said wagon would be used as a taxi.
12. Since the Claimant’s do not have a vehicle the Claimant is incurring loss amounting to $110,000 that is four months in 2008 that is from November 2008 to February 2009. The Claimant has the use of Pulsar from march to april. The claimant has no vehicle from May to December, 2009. Hence the Claimant has loss of use of the vehicle for 12 months at the rate of $10,000 per month.

**AND THE PLAINTIFF CLAIMS**

1. The sum of $18,000 the sum paid for the wagon
2. $ 120,000 for the loss of use of the vehicle
3. Such further and or other order as the nature of the case may require.
4. Cost

Dated this day of

### ………………………………………

### Christopher Ross Gidla

### Claimant’s Attorney At Law

CERTIFICATE OF TRUTH

I Leonard Semper the Claimant herein state that and believe that the contents of this claim and statements of case are to that I am entitled to the remedies claim.

**TO:** **NIZAM MOHAMMED**

**NAZMA MOHAMMED**

**MOHAMMED USED CAR REPAIR AND SALES**

**#50 Ajim Baksh Trace**

**Sangre Grande.**