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25th of May, 2019

**To**

**WENDELL PHILIP**

**LP#113 DIEGO MARTIN**

**MAIN ROAD**

**DIEGO MARTIN**

Dear Sir,

**RE: Breach of contract, with Reedal Sankar, and return of deposit paid.**

**PRE-ACTION PROTOCOL ISSUED IN ACCORDANCE WITH PRACTICE DIRECTION DATED THE 15TH DAY OF NOVEMBER, 2005 MADE BY THE CHIEF JUSTICE OF TRINIDAD AND TOBAGO.**

We act on behalf of the above named Claimant, Reedal Sankar..

This pre Action protocol is issued in accordance with the practice Direction dated the 15th of November, 2005 made by the Judiciary of Trinidad and Tobago.

We are instructed by the above named:

1. My Client, Reedal Sankar of 338 Navet Village, Rio claro, and you had an agreement that you would import a Foreign Used Vehicle, one 2016 Toyota C-HR Crossover (White) with Chasis code DBA- NGX50 in the month of 20th day of September, 2018.
2. You verbally agreed to get the vehicle by December, 2018.
3. My Client paid $5,000 dollars on 20th of September, 2018.
4. My client further paid $30,000 on 22nd of September, 2018 and $30,000 on 25th of September, 2018 and finally paid $150,000 on 24th of January, 2019.
5. You informed my Client that you will obtain the vehicle in two weeks time.
6. When my client approached you in the middle of February, you informed him that you would need further two weeks time.
7. This was going on until March and my Client finally asked you for a refund.
8. You have made an agreement on 2nd of March, 2019 stating that you would deliver the said vehicle by the week of 13th -17th of May, along with a compensation of $15,000, and you also agreed to provide a courtesy vehicle on March 6th, 2019 for use in lieu of purchase vehicle. Which you did. You paid my Client an amount of $3,331.50 which you charged my client of demurrage and rent.
9. You further made an agreement on 15th of March, 2019, stating that you would deliver the vehicle within the period of one week for 15th of March, 2019, and agreed to refund the monies owing if you could not deliver the vehicle, within that week.
10. Further on 29th of March, 2019 you made an agreement, that you will refund the sum of $211,668.50 inclusive of $61,331.50 as compensation , total of $273,000 on or before 10th of May, 2019.
11. This compensation is due to my client being a contractor and would investing his money in small contracts and since his money is not available, he would be incurring damages.
12. A further agreement was made on
13. Ms. Anisa Ramesar was the sales person at that time , and Ms. Erica Augustine ,the Managing Director of the Nucore Security and Janitorial services Ltd, was involved in the transaction.The sale was completed on 2nd of September, 2016 and the vehicle was handed over by Mr.Avinash Brown who took over at that point of time from Ms.Anisa.
14. The vehicle was financed by Caribbean Finance ltd.
15. On 11th of November, 2016 the Vehicle started giving problems with the Clutch, breaks, gas pedal. The vehicle was brought to your service department.The Service department called my client that the vehicle was repaired. My client after driving it noticed the problems persisted.
16. My Client had to bring back the vehicle to the Service department. the Service department kept the vehicle for more than a week and finally called my client that the vehicle was repaired. My client’s Managing Director , Ms. Augustine insisted that someone from your company accompany her while she took the vehicle for a road test, since she had one experience already.
17. whilst testing the vehicle,the vehicle failed to climb the slope leading to massy Morvant compound.Your technician asked the driver Mr.Eugene to accelerate more to climb the sloop. This did not increase the speed. Moreover the Gas peddle was stuck. The Gas peddle took several attempts to function. Ms.Erika Augustine was instructed by your Technician to leave the vehicle in the service department.
18. Ms.Erika Augustine notified Mr.Avinash Brown about the vehicle and that it was placing the company staff and clients in danger, as most of the locations the company is contracted to work are hilly terrain in which company workers and materials are transported. Moreover why my clien bought a JMC cab dump truck is presumable, and it was for that purpose and the dump truck is supposed to perform for that purpose. Mr. Brown assured Ms. Erica Augustine that he would look into the matter.
19. A Few days later Ms. Augustine was informed that the vehicle was repaired. Again Ms. Augusine insisted that Mr. Brown to accompay her whilst she took the vehicle on a test run. The vehicle exhibited the same malfunctions at the slope. The gas pedal got stuck and the vehicle slowed, the clutch failed.
20. Mr.Brown then took the wheel from the driver and tried . but the same problems persisted.The vehicle had to be returned to the service department. My client was asked to lodge a complaint.
21. My client donot want to take back the vehicle. As this is posing a danger to my client’s staff. My client is also losing business due to this transaction.
22. Mr. Brown has informed us that this particular vehicle has problems of this nature and the sales personnel were asked to inform the buyers of the limitations. If that is the case why the pretense that the vehicle is repaired three times.
23. After an extensive wait Ms. Augustine attempted to contact Mr.Darrel and but was informed that he was out of the country and would be contacted upon his return. When he did return he called and said that he was under the assumption that someone from massy machinery would have contacted her already to reply. Ms. Augustine was assured that he would communicate with his Supervisor and the Director of Massy Machinery and that these things take time.
24. It is after several weeks of waiting and trying to communicate with someone in authority in Massy Machinery that Ms. Augustine was informed that the board had to meet on the matter on 9th of March, 2017.
25. On 23rd March, 2017 My Client Company delivered a letter to Mr.Ragbir who is the Director of Massy Machinery.
26. On 30th of March, 2017 Massy Machinery sent an email to Ms.Augustine stating the following:

*“This Vehicle has one Year Warranty to which the vehicle never reached its first service mileage. So there was no good will.”*

**Hence** we are instructed by our client to claim against you the following:

1. the full repayment of the money paid by our client to your company.
2. the interest accrued on the money
3. the loss of earnings by our client due to non availabity of the vehicle.

**You are required to respond within 14 calendar days from the receipt of this letter. failure to do so will result in legal proceedings being commenced against you without further notice.**

Your faithfully

Christopher Gidla

Attorney at Law.