*Civil*

*Injunction/Trespass/Dispossession*

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**THE REPUBLIC OF TRINIDAD AND TOBAGO**

**IN THE HIGH COURT OF JUSTICE**

Claim # of 2012

**MARTINO GROSS Claimant**

**AND**

**SHERON SUKHDEO Defendant**

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**Affidavit**

**I, MARTINO GROSS of #52 La Baja Road, Maracus, St.Joseph, in the Island of Trinidad make oath and say as follows:**

1. I am at all material times the owner of the property situate at Matura in the Ward of Matura in the island of Trinidad comprising on fourth part of an acre and bounded on the North by the Toco Main road on the South by lands of George P.Rousseau on the East by lands of Charles Lawrence and on the west by lands of Hugh Grey together with the buildings erected ( hereinafter referred to as mortgaged property.)
2. The Defendant is in the business of lending money taking properties as collateral.
3. On or before 1st day of July, 2013 the I made an agreement with Defendant, that the Defendant shall lend a sum of forty thousands ($40,000) and I shall repay the sum on the 30th of September 2013 with the interest of 30% per month on the said principal, which is Seventy six thousand dollars ($76,000).
4. I agreed to this agreement without obtaining an independent advice from an attorney because of the situation at that time.
5. This agreement created an undue influence and the financial duress on me and the defendant even though was charging an illegal interest rate on the amount claimed I accepted it because of the financial stress I was in and also not obtaining an independent advice from an attorney at law.
6. On or about 10th of November, 2013 the I approached the Defendant and told that I am ready and willing to pay the $40,000 together with the interest and wanted to redeem his mortgage.
7. At that instance the Defendant told me that he is not accepting the amount and the only way I could redeem the mortgage is upon paying $300,000 which is the price for the property.
8. The Defendant threatened me that he has buyers for the property and made an agreement with the purchasers and would be selling the property.
9. The Defendant informed me on 27th of December, 2013 that he would be pursuing the sale of the property and would take steps to evict me from the mortgaged property.
10. Unless this hounourable court makes an order preventing the sale I would incur grave injustice.
11. I am now ready and willing to repay the amount borrowed together with the legal statutory interest and eventhough the date for equitable redemption has not passed the Defendant is trying to evict me from my property.

The claimant claims

1. Relief of redemption of mortgage.
2. Injunction restraining the Defendant whether by himself, his servants and or agent or howsoever from entering, remaining and or selling the mortgaged property.
3. Such further and /or other relief as to the Court may seem appropriate and
4. Costs.

Sworn to at 123 Duke Street, ]

Port of Spain this day ]

Of 2013 ]

Before me

Commissioner of Affidavit.