## Breach of Contract

## CHRISTOPHER ROSS GIDLA

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##### IN THE REPUBLIC OF TRINIDAD AND TOBAGO:

### IN THE HIGH COURT OF JUSTICE

Claim No:

### BETWEEN

**MAHADEOW**

**(Legal Personal Representative of Richard Jairam) Claimant**

### AND

**RICK SUKHDEO**

**Defendant**

1. The Claimant brings this action on behalf of Richard Jairam, and the Claimant obtained the Deed of Power attorney registered as DE 200901748556. A true copy of the Deed is attached as “A”
2. By a contract orally made on or about 30th of January, 2009, the Defendant agreed to sell a Motor vehicle, a Nissan cube registration No# PCF 1656 and the Claimant agreed to buy the said vehicle for Sixty Thousand ($60,000)dollars which has been paid in full. A copy of the receipt is hereto annexed and marked   
   “B”.
3. When the said Vehicle was bought by the Claimant the Claimant informed the Defendants that the purpose of purchasing the said Vehicle is to run it as a Taxi.
4. The Vehicle was not transferred on to the name of the claimant even though Claimant made several requests to do so.
5. On or about 5th of February, 2009 the Claimant was arrested on the allegations of robbery unconnected with the vehicle and the vehicle was confiscated by the La Horquetta Police Station.
6. On 13th day of July, 2009 the matter was dismissed. The said Vehicle was returned to the Defendant.
7. The Defendant in breach of the Contract sold the Said Vehicle to a third party.
8. The Claimant made several requests to refund the money paid to the Defendant. The Defendant did pay him the money.
9. On or about 3rd December,2009 the Claimant’s attorney at law wrote a letter to the Defendant for the refund of the money paid by the Claimant and the $50,000 for the loss of use of the Vehicle. Since date the Claimant’s attorney at law did not receive any reply from the Defendant.
10. By reason of the aforesaid matters the Claimant has suffered loss and damage.

PARTICULARS.

1. The purchase price paid to the defendants $60,000

2. loss of use of the vehicle from July to

December @ $10,000 per month $50,000

**AND THE CLAIMANT CLAIMS**

1. Damages
2. Cost
3. Such further and/or other relief as the nature of the case may require.

Dated this day of

### ………………………………………

### Christopher Ross Gidla

### Claimant’s Attorney At Law

CERTIFICATE OF TRUTH

I Richard Jairam 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:** Rick Sukhdeo

#27 Caroni Savannah Road

Chaguanas.