**INTHE REPUBLIC OF TRINIDAD AND TOBAGO**

**Instructing Attorney:Augustus Thomas**

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**GIDLA & ASSOCIATES**

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**Port of Spain**

**Tel350-6259**

IN THE HIGH COURT OF JUSTICE

Claim No: CV 2011-03169

BETWEEN

**RONALD RAMJIT Claimant**

**AND**

**SHUKUNDAI SAMAROO Defendant**

\* \* \* \* \*

I, CHRISTOPHER ROSS GIDLA, 18-20 Pembroke Street, Port of Spain, in the Island of Trinidad in the Republic of Trinidad and Tobago, make oath and say as follows:

1. I am the Attorney at Law for the Defendant and I am duly authorized to depose to this affidavit on her behalf. I make this affidavit in response to the Notice of Application made by the Claimant and supported by the affidavit of Attorney at Law Naresh M. Ramchandani, which was filed on 12th of April, 2012.( hereinafter referred to as “the Affidavit.”)
2. The application filed by the claimant, does not comply with the Part 12.2 (1) (a) and ought to be denied.
3. The defendant has realistic prospect of the success of her defence to the claim of the claimant filed.
4. As per Part 10.3 (5) the Defendant is making an application to file her defence and hence made the application on 19th of March, 2012.
5. As per the paragraph (3) of the Grounds of the application, no sanctions have been attached due to the default of filing the defence and hence the Defendant did not file the application for relief from sanctions.
6. I admit paragraphs 5 and 6 of the affidavit.
7. I admit paragraph 7 of the affidavit. However, the Honourable Justice Rahim did not impose any sanctions.
8. I admit paragraph 8 of the affidavit.
9. In response to paragraph 9 of the Naresh Ramchandani’s affidavit, The survey as agreed by the attorney’s at the cost of the Defendant would be rather meaningless unless the survey is to bring a settlement. In any event the survey and thus the settlement according to the survey was agreed by both the attorney’s of claimant and the Defendant.
10. The Defendant’s attorneys got the instructions from the Defendant and we did agree to have a new survey and as per the paragraph 10 of the affidavit they agreed to be amenable to new valuation.
11. I admit paragraph 11 of the affidavit.
12. I admit paragraph 12 of the affidavit
13. The Defendant’s attorneys were in the pursuit of contacting the valuators and in that regard the agent of the Defendant Mr.Ronald Charles was given the Valuators details. It was not a reckless act not to file the notice of application for an extension of time rather the objective of saving expence. This was all done in contemplation of the matter would be settled.
14. I admit paragraph 14 of the affidavit.
15. The Attorney’s for the Defendant were never in active, in fact we have contacted Raymond and Pierre to do the survey and he indicated that he would inform us of his position. We have written a letter to Mr. Raymond and Pierre and company and a true copy of the letter is hereto annexed and marked “SS1”.
16. I admit paragraph 15 of the affidavit. The Application was a frivolous application and hence was denied .
17. In response to paragraph 16, As stated we were waiting for Mr.Raymond and Pierre to respond they finally contacted us and informed us that they are not in a position to do the survey. At that point we contacted Ray Pierre, Chartered surveyor and he told us he has associates in his firm and would be able to do Quantity survey which was was what is needed.
18. I admit paragraph 19 of the affidavit.
19. In response to paragraph 20 of the affidavit, there is no part which would say Part 12(c) which in the CPR. The claimant’s attorneys again are making applications which are frivolous without seeming to have proper knowledge or research. Their Application under Part 12 fails under part 12.2 (1)(a).
20. In response to paragraph 21 of the affidavit, I deny having ever expressing any concerns with getting any problems, since I have written instructions from my clients in settling the matter. . It is in contemplation of that settlement and in order to save expense to my client we did not file the defense. I do not disclose my personal matters with strangers. Again it is very strange, the attorney in his affidavit included , what might have been a private conversation if it really happened.
21. I admit paragraphs 22,23,24,25,and 26 of the affidavit.
22. In Response to paragraph 27 Mr. Thomas informs me and I verily believe him that it is not his intention to mislead the court and did not think that it would have had an effect of such kind.
23. In response to paragraph 28, the survey was done and the report was not made since the objection of the driveway was not included in the survey.
24. In response paragraph 29, it was agreed by the attorneys on 4th of October,2011 that negotiations should be done , as per the survey on the portions of the building which the Claimant has built. Since the Defendant tried to include the drive way which he did not built , the original spirit of the negotiations were broken down.
25. I admit Paragraph 30 of the affidavit.
26. I admit paragraph 31 of the affidavit.
27. I am a stranger to the facts in paragraph, 32 and hence not in a position to admit or deny. However it is strange to me that the attorney for the claimant to approach the valuator himself without first consulting me, even though the valuator is employed by me and hence my agent. Again it is not very professional the attorney approaching my agent without my consultation.
28. The application would not cause prejudice since no trial date was set and the all along the Honourable Judge was dealing with the application for injunction.

Sworn to by the within )

named Christopher Ross Gidla )

this day of March )

At )

Stree, Port of Spain )

Before Me

Commissioner of Affidavits