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**Attorney at Law**

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**THE REPUBLIC OF TRINIDAD AND TOBAGO**

**IN THE HIGH COURT OF JUSTICE**

Claim

BETWEEN

**ANSAR ALI GAFFOOR Claimant**

**AND**

**RICKY RAMPERSAD Defendant**

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**Statement of Case**

1. The Claimant at all materials times is a businessman and owns a supermarket known as Library Corner Supermarket situated at 6-8 La Pique Plaza, Coffee Street, San Fernando, comprising of approximately 3000 Square Feet (hereinafter called the “Supermarket”).
2. The said Supermarket was located in a rented building, and had all the assets and inventories.
3. The Claimant after deciding to sell it as a going concern placed an advertisement in the daily Express Newspaper in July. 2017.
4. The Defendant called the Claimant and expressed his desire to purchase the Supermarket as a going concern. Arrangements were then made to view the supermarket.
5. The Defendant informed the Claimant that he had seen the supermarket advertised earlier and was interested in purchasing however the previous owner was not co-operating and when he saw the Claimants advertisement he was interested in the purchase.
6. The Defendant surveyed the Supermarket and checked all the inventories, appliances, security cameras and all the books i.e. accounts sales etc.
7. When the Defendant visited the Supermarket it did not have any license to sell alcohol/alcoholic beverages or to operate a Lotto booth. The Claimant did not intend to have those because of his religious beliefs.
8. After thoroughly surveying the Supermarket he expressed his desire to purchase same.
9. The Defendant made a written agreement with the Claimant on the 26th July 2017.
10. **Clause 4** of the agreement states that there are no pending liabilities, liens, charges or encumbrances with regard to the said Supermarket including government dues, which would affect the title of the Vendor for the said Supermarket and the Vendor has paid all his taxes dues etc. The Claimant has paid all taxes suitable to operate the Supermarket but never made any arrangements or agreements to obtain liquor license nor a Lotto booth and he did not make any agreements or arrangements to obtain those licenses.
11. The Purchase price of the Supermarket is agreed as **ONE MILLION TWO HUNDRED THOUSAND DOLLARS** (**1,200,000).** The Defendant paid **TWO HUNDRED THOUSAND DOLLARS (200,000)** as a down payment.
12. The Balance of **ONE MILLION** dollars is to be paid as follows: Six thousand dollars per month is to be paid until 31st of December, 2017. A lump sum payment of the outstanding balance remaining will be paid by 31st December, 2017.
13. The Defendant then paid five installments of six thousand dollars ($6000.00) each for each of the five months that is August, September, October, November and December.
14. On 26th of April, 2018 the Claimant’s then Attorney at Law Mr. Simbhoonath Sawh, wrote a pre action protocol letter demanding the balance, the Defendant then paid three thousand dollars ($3000.00) on 1st of October, 2018. A Copy of the letter is hereto attached and exhibited as “A”
15. Attorney at Law for the Defendant replied on the 22nd of May 2018, and expressed certain issues albeit without prejudice. She informed that the Supermarket does not have Town and Country planning or the health certification. The Town and Country planning is a concern of the land lord and the Defendant knew that the building in turn is a rented premises.
16. When the Defendant visited the premises he saw he appliances and that the appliances are used appliances albeit in working condition. The Claimant did not make any arrangements to replace/repair the appliances.
17. The Attorney at Law Ms. Crystal Rampersad wrote a letter on the 28th of March, 2019 informing that they are in the process of selling the Supermarket and hence asking the Claimant to hold his hand until 31st May, 2018. A Copy of the letter is hereto attached and exhibited as “B”
18. The Attorney at Law Mr. Gidla wrote on the 14th October, 2019 that they did not receive any update so far however, they are still willing to hold their hands for one (1) more week. A copy of the letter is hereto attached and exhibited as “C”
19. Hence the Defendant is truly indebted to the Plaintiff in the amount of Nine Hundred and Sixty Seven thousand dollars ($967,000.00).
20. The Defendant has failed and/or refused to pay the said sum or any part thereof as agreed or at all.
21. The Claimants Claims
22. Amount of Claim $967,000
23. Costs
24. Statutory Interest
25. Such further and/or other relief as the court may deem just in the circumstances.

**We certify that all the facts set out in the Statement of the Case are true to the best of my knowledge, information and belief and we are entitled to the remedy claimed.**

**ANSAR ALI GAFFOOR**

**Dated the**

**We are acting for the Claimant, our address for service is: Gidla and Associates,**

**Christopher Ross Gidla**

**Claimant’s Attorney at Law.**