*Civil*

*Injunction/illegal contract*

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**THE REPUBLIC OF TRINIDAD AND TOBAGO**

**IN THE HIGH COURT OF JUSTICE**

Claim # 2013

**TREVOR MENDOZA Claimant**

**AND**

**RAMCHAND SEECHARAN Defendant**

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**Statement of case.**

1. The Claimant is at all material times the owner of the property situate at Matura in the Ward of Matura in the island of Trinidad comprising one 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.) a copy of the deed of the mortgaged property is hereto attached and marked “A”
2. The Defendant is in the business of lending money taking properties as collateral.
3. On or before 1st day of July, 2013 the Claimant made an agreement with Defendant, that the Defendant shall lend a sum of forty thousands ($40,000) and the Claimant 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). A copy of the agreement is hereto attached and marked “B”
4. The Claimant agreed to this agreement without obtaining an independent advice from an attorney because of the situation at that time.
5. This agreement was made with an undue influence and the financial duress on the claimant and the defendant even though was charging an illegal percentage on the amount claimed the Claimant accepted it because of the financial stress he is in and also his lack of obtaining an independent advice from an attorney at law.
6. On or about 10th of November, 2013 the Claimant approached the Defendant and told that he is 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 the claimant that he is not accepting the amount and the only way the claimant could redeem his mortgage is upon paying three hundred thousand dollars ($300,000) .
8. The Defendant threatened the claimaint that he has buyers for the property and made an agreement with the purchasers and would be selling the property.
9. The Defendant informed the Claimant on 27th of December, 2013 that he would be pursuing the sale of the property and would take steps to evict the Claimant from the mortgaged property.
10. Unless this hounourable court makes an order preventing the sale the Claimant would incur grave injustice.

The claimant claims

1. Declaration that the agreement is illegal under section 13 of the Money lenders Act chap 84;04 and cannot be enforced in the law.
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.