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**THE REPUBLIC OF TRINIDAD AND TOBAGO**

IN THE HIGH COURT OF JUSTICE

Claim No: CV 2015-000067

BETWEEN

**KULRAJ KAMTA Claimant**

**AND**

**KAVITA DEOSARRAN**

**ANIL RAMASAR**

**K & A HOLDINGS LIMITED Defendants**

\* \* \* \* \*

**DEFENCE**

1. The Defendant admits paragraph 1
2. The 1st defendant never approached the claimant nor asked him to render any services to her .The 2nd and 3rd Defendant denies paragraph 2 in that, the claimant did not render proper professional services between July 1st, 2014 and January 20th 2015. He was dismissed by the 2nd and 3rd Defendant on January 16th, 2015. Moreover the costs as demanded by the claimant were never agreed nor they were reasonable and are overestimated.
3. The Claimant did not render professional services and represented the defendants honestly, competently and zealously to endeavor by all fair and honourable means to obtain for the defendants the benefit of any the remedy and defence.
4. The claimant negligently drafted the defence for the defendants in the action retained the claimant by defendants. He filed a claim without the statement of case and instead opted to file a claim under rule 8.2 (1)(b). he did not annex the documents even though the defendant provided him with the ducuments far ahead in advance. He was given all documentation prior to sending a preaction protocol letter.
5. This made the defendants in that action to file for a striking out application. Which put the defendants in quandary whether to pursue the action or to withdraw the action. When this was mentioned by the defendants to the claimant, the claimant informed that he would need junior counsels to research on the striking out action and the claimant demanded that the defendants find the junior counsels who would /could do that. In other words the Claimant improperly accepted the matter pertaining to the defendants without the ability or the resources to handle it.
6. The purported agreement which was mentioned in the paragraph 2 was not agreed upon.
7. When the defendants approached the claimants on 5th of July of 2014 after explaining the matter to the claimant, the defendant asked him about the fees. The claimant then informed the defendant, that any and all costs that the court awards is his money, as this is the practice and on top of the costs he will take 15% of the final settlement, which is not ethical and would be unlawful and hence it is not a lawful agreement.
8. Instead of drafting one Claim for all the works the defendant did for the state, he opted to draft 82 claims forms and the defendant when asked whether it could done in one claim form , he was informed sternly that it could not be done successfully.
9. This is a device to extract more fees from the defendant and it is not in best interest of the defendants. Moreover this is contrary to the republic of Trinidad and Tobago Supreme Court of judicature civil proceedings rules 1998 in that the overriding objective which states the cases have to dealt justly which includes saving expense. By filing 82 claims where one claim could be filed as per 8.4 of the cpr rules, this would be expensive for both the defendants in that action and also the defendant’s and the courts.
10. Later on he changed the fee structure and he said he will take $15,000 per case and he will take it when he wins the case. The defendants agreed to that, but still not sure why it have to be 82 claim forms.
11. On 9th of November, 2014 after the defendant signed a few of the claims forms, the claimant then produced a letter and asked him to sign it and when asked what was the letter about, the claimant informed the defendant that it a letter for fees which we agreed earlier, The defendant insisted that he would read the letter and sign the claimant informed he was tired and want to call it a day and the defendant could always read the letter later on but sign it now. The letter was contrary to what was agreed on and more it was overestimated.
12. The 1st defendant denies paragraph 3 in that she did not approach the Claimant to obtain legal services. In fact the 2nd defendant approached the claimant on behalf of the 3rd Defendant.
13. The Defendants deny paragraph 4 in that they did not approach many lawyers and in fact many lawyers who has the political affiliation approached the defendants and the defendants do not want to give the matter a political colour and hence declined their offers. The defendants deny that they were unable to even pay a deposit. In fact when the claimant agreed to take up the matter he did state that he will charge $15,000 per case and no deposit or upfront money is required.
14. The defendants deny paragraph 5 in that the Claimant did not spent tremendous time in conferences. A statement was drafted by the 2nd defendant which is only 3 pages long and all the details of the matter was included in that. The documents that were given to the claimant are approximately ten documents. The meetings that were held in claimants office were mostly occupied by the social commentary by the Claimant , mostly blabbering about his achievements as a former magistrate in Guyana and how many times he changed the poor state of the Trinidad legal system. The contacts he had with most of the popular people like ex politicians judges etc. In these conversations there is also the procurement of bringing other clients to him from the same contracts. The updates would mostly involve how far the defendants are successful in contacting other contractors/ clients to come to his office. Some of the conversation would also involve the incompetenancy of other lawyers and judges.
15. In these meeting he would at times profer bold and confident assurances that he would win the matter and the matter will not be lost. He would at times assure the matter will be 150 % successful.
16. These meetings would also include other contractors present and he would be discussing the defendants matter openly eventhough the defendants preferred confidentiality.
17. Even though services were rendered , the Claimant did not do those services with best interests of the defendants, did not represent him honestly, competently, zealously and did not endeavor by all fair and honourable means to obtain for the defendants the benefit of any and every remedy and defence.
18. Moreover the Claimant acted in such a way that the defendant lost confidence in him. At times he was abusive towards the defendants and he even used obscene words and wrote letters which are derogatory towards the 1st defendant.
19. Eventhough he decided to accept the brief of the defendants and when the defendants questioned him about the fee arrangement he started abusing the defendants and also started making defamatory statements ie that the defendants were swindling the state.
20. He even informed that defendants that he would inform the other side and tell them that they are defrauding the state.
21. The defendants admit the Claimant wrote to the defendants. However, the defendants upon withdrawing the matter from the Claimant, requested on January, 16, 2015 from the Claimant a statement with the break down of fees owed. The claimant either failed or refused to submit same to the defendants. Subsequently, on January, 28th , 2015, the claimant served a claim form on the defendant for fees due in the high court as owing to. The claimant was changed because the defendant lost trust and confidence in the competence of the claimant.
22. The claimant was disrespectful towards the 2nd defendant at times. He called him fucking moron,jackass to name a few.However the defendants did not fire the Claimant because of the letter. The Claimant was changed because
23. The Defendants denies paragraph 9 and 10 and puts the claimant to prove the same.

**I certify that all the facts set out in my defence are true to the best of my knowledge, information and belief. My address for service is**

**Augustus Thomas**

**18-20 Duke Street**

**Port of Spain**

**Tel: 752-5141**

**1st Defendant**

**I certify that all the facts set out in my defence are true to the best of my knowledge, information and belief. My address for service is**

**Augustus Thomas**

**18-20 Duke Street**

**Port of Spain**

**Tel: 752-5141**

**2nd Defendant**

**I certify that all the facts set out in my defence are true to the best of my knowledge, information and belief. My address for service is**

**Augustus Thomas**

**18-20 Duke Street**

**Port of Spain**

**Tel: 752-5141**

**On behalf of the 3rd Defendant**

I am acting for the defendant, my address is for address for service is

**Attorney:AUGUSTUS THOMAS**

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**Tel: 7525141**

Dated 25th of February, 2015

Attorney at Law

To: The Registrar

Hall of Justice

Knox Street

Port of Spain

AND

TO: Kulraj Kamta

Kamta and Company

Attorneys at law

Care of Mr. Anthony Manwah

Plaza 46 Prince Street

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Attorney at law

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