*Civil*

*Injunction/Trespass/Dispossession*

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**THE REPUBLIC OF TRINIDAD AND TOBAGO**

**IN THE HIGH COURT OF JUSTICE**

Claim # 2012

**MARTINO GROSS Claimant**

**AND**

**SHERON SUKHDEO Defendant**

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**Statement of case.**

1. The Claimant is at all material times the owner of the property situate at La Baja , Maracus, St. Joseph bounded by the North by Maracus River, on the South by La Baja Road, on the East by lands of Marsden and the West by lands of Andre Llanos together with the building thereon and the appurtenances thereto belonging ( hereinafter called “the disputed property”.)( a copy of the deed is hereto attached and exhibited as MG1)
2. The Defendant is in the business of lending money taking properties as collateral operating as the business without a Licence.
3. On or before day of July, 2011 the Claimant made an agreement with Defendant, that the Defendant shall lend a sum of One hundred and fifty thousand dollars ($150,000) and the Claimant shall repay the sum together with one hundred and twenty dollars ($120,000) as interest. It was also agreed that in the event the said sum is not repaid on or before 25th of January 2012, the Claimant shall convey the disputed property to the Defendant , on or before 24th of February, 2012. A copy of the
4. On or about 23rd of January, 2012 the Claimant approached the Defendant and asked for a few more days to repay the sum. He agreed orally, that the Claimant could pay the sum by 12th of February, 2012.
5. On or before 27th of January, 2012 the Claimant approached the Defendant again with a cheque made for the full amount of two hundred and seventy thousand ($270,000) He refused to accept it.
6. The Claimant approached Defendant several times after and he constantly refused to accept the cheque.
7. The Defendant has sent agents on 30th January, 2012 and started removing the house hold items from the tenants in the downstairs of the building.
8. They did not identify themselves but said they are sent by the Defendant to possess the house and the house was sold to the Defendant.
9. The Claimant approached the police in St. Joseph Police station and a corporal Mendoza with his team immediately attended the premises and told the agents to leave the premises.
10. The Claimant is now ready and willing to repay the amount borrowed and eventhough the date for equitable redemption has not passed the Defendant is trying to evict him from his property.

The claimant claims

1. Damages for Trespass
2. Injunction restraining the Defendant whether by himself, his servants and or agent or howsoever from entering, remaining and or demolishing the disputed property and or constructing on the disputed property.
3. An injunction restraining the Defendant whether by himself, his servants and or agents or howsoever from molesting, harassing, abusing and or intimidating the Claimant, his servants and or agents from peaceful and quiet enjoyment of the disputed property.
4. Such further and /or other relief as to the Court may seem appropriate and
5. Costs.