**Filing Attorney : Christopher Ross Gidla**

**Attorney at Law**

**Bar no.GIC2006148**

**Omega Chambers**

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**THE REPUBLIC OF TRINIDAD AND TOBAGO**

**IN THE HIGH COURT OF JUSTICE**

Claim # No.CV 2020-

BETWEEN

**ANSAR ALI GAFFOOR Claimant**

**AND**

**RICKY RAMPERSAD**

**Defendant**

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**Statement of Case**

1. The Claimant at all material times is a businessman and owns a Supermarket, known as Library Corner Supermarket, situate 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 in a rented building, and has all the assets and inventories.
3. The Claimant after deciding to sell it as a going concern put an advertisement in the Express Newspaper., 2017, the Defendant visited the Supermarket.
4. The Defendant called the Claimant and expressed his desire to purchase the Supermarket as a going concern
5. The Defendant also informed the Claimant that they have seen the Supermarket earlier and were interested in purchasing and the negotiations of the price did not go well with the previous owner and when they saw the ad they were interested in the purchase.
6. The Defendant surveyed the Supermarket and checked all the inventories , the appliances, security cameras, all the books ie accounts, sales etc
7. When the Defendant visited the Supermarket , it did not have any licence to sell alcohol/ alcohol beverages and also a lotto booth. The Claimant did not intend to have those because of his religious beliefs.
8. After they thoroughly surveyed the Supermarket the Claimant expressed his desire to purchase the same.
9. The Defendant made a written agreement with the Claimant, on 26th of July, 2017.

A copy of the agreement is hereto annexed and exhibited as “E”

1. Clause4 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 the taxes dues etc. The Claimant has paid all the taxes suitable to operate it as Supermarket but never made any arrangements or agreements to obtain a liquor licence nor a lotto booth and the Claimant had any agreements nor informed the Defendants that he would obtain such licences
2. The Purchase price for the Supermarket is agreed as **ONE MILLION TWO HUNDRED THOUSAND DOLLARS ( $1,200,000).** The Defendant paid **Two hundred thousand dollars ($200,000).**
3. The Balance of the 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 by 31st of December, 2017 will be paid at that date.
4. The Defendant then paid five instalments of $6,000 dollars each for each of the five months that is August, September, October, November and December.
5. On 26th of April, 2018 the Claimant’s then Attorney at Law, Mr. Simbhoonath Sawh, wrote a pre action protocol letter demanding the balance, and the Defendant paid , Three thousand dollars ($3000) on 1st of October, 2018. A copy of the letter is hereto annexed and exhibited as “A”
6. Attorney at Law for the Defendant replied on 22nd of May, 2018, and expressed certain issues albeit without prejudice. She informed that the Supermarket do 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. A copy of the letter is hereto annexed and exhibited as “B”
7. The Defendant when he visited the premises he did see the appliances and know the appliances are used appliances albeit in working condition. The Claimant did not make any agreements to replace the appliances.
8. The Attorney at Law Ms. Crystal Rampersad wrote another letter on 28th March, 2019 informing that they are in the process of selling the Supermarket and hence asking the Claimant to hold his hands until 31st of May, 2018. Copy of the letter is hereto annexed and exhibited as “C”
9. The Attorney at Law Mr. Gidla, wrote on 14th of October, 2019 that they did not receive any update so far but however, they are still willing to hold their hands for one more week. A copy of the letter is hereto annexed and exhibited as “D”
10. Hence the Defendant is truly indebted to the Plaintiff in the amount of Nine hundred and Sixty Seven dollars ($967,000).
11. The Defendant has failed and/or refused to pay the said sum or any part thereof as agreed or at all.
12. The Claimant Claims:
13. Amount of claim $967,000.00
14. Court Fees $ 70.00
15. Attorney’s Fixed Costs on Issue $ 2,000.00
16. Daily Rate of Interest from the date of this Statement of Case:$318.00 per diem.

Total Claim $ 969,070.00

1. Costs ( inclusive of Pre-Action Costs)and
2. Such further and/or other relief as the Honourable Court may deem appropriate

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

**ANSAR ALI GAFOOR**

Dated the day of January, 2020

**Christopher Ross Gidla**

**Attorney for the Claimant**

Dated the day of January, 2020

We are acting for the Claimant, our address for service is :

Christopher Ross Gidla

Omega Chambers

#6 Lewis Street

San Fernando

To: The Registrar

High court of Justice

Harris Promenade

San Fernando

To: Ricky Rampersad

#7 Iere Village,

Princess Town

Defendant

To: Ms. Chrystal Rampersad

Attorney at law

21 Court street

San Fernando

Attorney at Law for the Defendant