**GIDLA & ASSOCIATES **

**Attorneys at Law**

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25th of May, 2019

**To**

**WENDELL PHILIP**

**LP#113 DIEGO MARTIN**

**MAIN ROAD**

**DIEGO MARTIN**

Dear Sir,

**RE: Breach of contract, with Reedal Sankar, and return of deposit paid.**

**PRE-ACTION PROTOCOL ISSUED IN ACCORDANCE WITH PRACTICE DIRECTION DATED THE 15TH DAY OF NOVEMBER, 2005 MADE BY THE CHIEF JUSTICE OF TRINIDAD AND TOBAGO.**

We act on behalf of the above named Claimant, Reedal Sankar..

This pre Action protocol is issued in accordance with the practice Direction dated the 15th of November, 2005 made by the Judiciary of Trinidad and Tobago.

We are instructed by the above named:

1. My Client, Reedal Sankar of 338 Navet Village, Rio claro, and you had an agreement that you would import a Foreign Used Vehicle, one 2016 Toyota C-HR Crossover (White) with Chasis code DBA- NGX50 in the month of 20th day of September, 2018.
2. You verbally agreed to get the vehicle by December, 2018.
3. My Client paid $5,000 dollars on 20th of September, 2018.
4. My client further paid $30,000 on 22nd of September, 2018 and $30,000 on 25th of September, 2018 and finally paid $150,000 on 24th of January, 2019.
5. You informed my Client that you will obtain the vehicle in two weeks time from that date of 24th January, 2019.
6. When my client approached you in the middle of February, you informed him that you would need further two weeks time.
7. This was going on until March and my Client finally asked you for a refund.
8. You have made an agreement on 2nd of March, 2019 stating that you would deliver the said vehicle by the week of 13th -17th of May, along with a compensation of $15,000, and you also agreed to provide a courtesy vehicle on March 6th, 2019 for use in lieu of purchase vehicle. Which you did. You paid my Client an amount of $3,331.50 which you charged my client of demurrage and rent.
9. You further made an agreement on 15th of March, 2019, stating that you would deliver the vehicle within the period of one week on 15th of March, 2019, and agreed to refund the monies owing if you could not deliver the vehicle, within that week.
10. Further on 29th of March, 2019 you made an agreement, that you will refund the sum of $211,668.50 inclusive of $61,331.50 as compensation , total of $273,000 on or before 10th of May, 2019.
11. This compensation is due to my client being a contractor and would be investing his money in small contracts and since his money is not available, he would be incurring damages.
12. A further agreement was made on 10th of May, 2019 agreeing to pay the $10,000 on the 13th of May, 2019 and pay off the balance on 17th of May, 2019. You further agreed to pay a 2 % interest per month. on the outstanding balance until it was paid.
13. You paid my client a sum of $10, 000 on 13th of May,2019, but breached the agreement to pay the balance by 17th of May, 2019.
14. Hence you owe my client the sum of $263,000, plus the interest of 2% per month on the outstanding amount.

**Hence** we are instructed by our client to claim against you the following:

1. the full repayment of the money paid by our client to you, which is two hundred and Sixty Three thousand ($263,000)dollars.
2. the interest of 2 per cent per month accrued on the money
3. The sum of Two thousand five hundred ($2,500) dollars for this letter.

**You are required to respond within 14 calendar days from the receipt of this letter. failure to do so will result in legal proceedings being commenced against you without further notice.**

Your faithfully

Christopher Gidla

Attorney at Law.