

REPUBLIC OF TRINIDAD AND TOBAGO

IN THE HIGH COURT OF JUSTICE

Claim No. CV 2017-01475

Between

NIZAM MOHAMMED

Claimant

And

JEAN BRUCE JACK

Defendant

Before Her Honour Madam Justice Eleanor J Donaldson-Honeywell

Appearances:

Ms. Kalena Maharajh Attorney at Law for the Claimant

Ms. Ann Marie Phillip Attorney at law for the Defendant

Ruling

Delivered on 2nd March 2018

Decision on Notice of Application dated January 19, 2018 to strike out the reply filed on August 11, 2017.

The following parts of the Reply are struck out for the following reasons:

Paragraphs 6, 9, 11, 13 and 14 of the reply are struck out by consent.

Paragraph 1 of the Reply is struck out because it responds unnecessarily to paragraph 2 of the defence which is a bare denial that the Defendant is a land developer. It is not correct as stated in the Claimant's affidavit dated 7th February 2018 that any new issue was raised to which a response was required. The Claimant had already alleged in the Statement of Case that the Defendant was a land developer and there is no need to repeat it with embellishment in the reply.

Paragraph 2 of the Reply is not struck out because it is correct as stated by the Claimant that it responds to paragraph 4 of the Defence which raised new issues in response to paragraph 4 of the Statement of Case.

Paragraph 3 of the reply – The words from “the” in the second line to “sale” in the fourth line are struck out since they merely repeat what is said at paragraph 4 of the Statement of Case. The words “but the land was on the market for sale” are struck out as inconsistent with the words “the land was to be developed” at paragraph 4 of the Statement of Case.

Paragraph 4 of the Reply is not struck out as it responds to the new issues raised at paragraph 7 of the Defence.

Paragraph 5 of the Reply is not struck out as it responds to new issues raised at paragraph 10 of the Defence.

Paragraph 7 of the Reply is not struck out as it responds to new issues at paragraphs 14 and 15 of the Defence.

Paragraph 8 of the Reply is not struck out as it responds to new issues at paragraph 16 of the Defence.

Paragraph 10 of the Reply is not struck out as it addresses new issues raised at paragraph 19 of the Defence.

Paragraph 12 of the Reply is not struck out as it clarifies the extent of land the Claimant says was used for agriculture which the Defendant quantified as a new issue in the Defence.

Paragraph 15 of the reply is not struck out as it address the new issue of purchasers having notice of the land being for agriculture raised at paragraph 26 of the Defence.

Paragraph 16 of the reply is struck out as it responds to a bare denial at paragraph 27 of the Defence with new information that could have been pleaded in the Statement of Case.

Paragraph 17 of the Reply is not struck out as it responds to new issues at paragraph 29 of the Defence.

Paragraph 18 of the reply is not struck out as it addresses new issues at paragraph 32 of the Defence.

It is hereby ordered that:

(1) The whole of the following parts of the Reply are struck out:

Paragraphs 1, 6, 9, 11, 13, 14 and 16

(2) At paragraph 3 of the Reply from the word “the” in the second line to “sale” in the fourth line and the words “but the land was on the market for sale” are struck out.

(3) No order as to costs.

Delivered on 2nd March 2018

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Eleanor Joye Donaldson- Honeywell

Judge.