

REPUBLIC OF TRINIDAD AND TOBAGO

IN THE HIGH COURT OF JUSTICE

San Fernando

CV2017-01771

Between

KALL CO LIMITED

Claimant

And

NATIONAL MAINTENANCE TRAINING AND SECURITY COMPANY LIMITED

Defendant

Before Her Honour Madam Justice Eleanor J. Donaldson-Honeywell

Appearances

Renisa Ramlogan, Attorney-at-Law for the Claimant

Sasha Franklin-Wilson, Attorney-at-Law for the Defendant

Reasons

1. The Decision appealed was delivered orally on December 13, 2017. The Notice of Application for consideration sought Judgment on Admissions pursuant to **Rule 14 of the Civil Proceedings Rules, 1998 [CPR]**. It was contended that the Defence filed herein included an admission at paragraph 9 that the Defendant was indebted to the Claimant in the amount of \$4,586,430.00.

2. The application was dismissed primarily because on a plain reading of Paragraph 9 and in particular sub-paragraph (c) thereof there was no such statement of admission.
3. Further it was my finding that even if the words of Paragraph 9 could have been considered ambiguous as to whether or not a debt was being admitted, a reading of the paragraph in context puts such an interpretation beyond the realm of possibility. The Defendant's position of denying it is responsible for the Debt is made clear throughout the Defence in that it is pleaded that the Defendant is a mere agent of the Ministry of Environment and Water Resources. ["The Ministry"]. As such the Ministry was responsible for settling with the Claimant any invoice submitted.
4. Of particular relevance in this regard are paragraphs 4,5,6,13,14 and 16 of the Defence. Simply put, at paragraph 14 the Defence it is pleaded that "*the Defendant denies it is liable to the Claimant for the sum claimed and contends that it is the Ministry as the principal entity that benefitted from the execution of the said works which is liable to pay the Claimant.*"
5. When read in context with other parts of the Defence, it is clear that by merely stating at Paragraph 9 (c) that an invoice was prepared by the Defendant for processing of the Claimant's payment "in accordance with the usual course of dealings with the Ministry and the Defendant" the Defendant did not mean to admit its own liability to pay. It is clear that all the Defendant admitted to is to preparing an invoice in the context where its Defence is that only the Ministry could have been responsible to pay. That Defence remains to be ventilated and considered for determination in a hearing of the substantive claim.

6. Having considered the foregoing the Application for Judgment on Admissions was dismissed.

Delivered on: 9th January 2018

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Eleanor J Donaldson-Honeywell

Judge

Assisted by: Christie Borely JRCI