

THE REPUBLIC OF TRINIDAD AND TOBAGO

IN THE HIGH COURT OF JUSTICE
Port-of Spain (Virtual Hearing)

Claim No. CV2019-03804

BETWEEN

Siew Rampersad

Claimant

AND

Deokie Rampersad

Defendant

Before the Honourable Madam Justice Eleanor J Donaldson-Honeywell

Delivered on: 5 May 2022

Appearances:

Mr. Lasanna Murray, Attorney-at-Law for the Claimant

Mr. Kevin Lewis, Attorney-at-Law for the Defendant

ORAL JUDGMENT

A. Introduction

1. This case involves a claim for the setting aside of a Deed of Conveyance executed by the Defendant in favour of herself and her children. It is the Claimant's case that the property involved formed part of his father's estate and ought to have devolved to himself and his siblings equally upon his death.

2. He alleges that the Defendant negligently transferred more of the property than she and her children were entitled to and this was to the detriment of the other beneficiaries of the Claimant's father's estate. He withdrew an allegation of fraud that was included in the Claim.
3. The Defendant was the wife of one of the siblings of the Claimant, Sookraj Rampersad (deceased) and she has resided on the property for many years. The Defendant contends the estate of her deceased husband, Sookraj, was the equitable owner of the property. She contends promises by the Claimant's father were the basis for this equity. Accordingly, the transfer of the property to herself and her children was done based on the wishes of the Claimant's father.

B. Findings

4. The Claimant represents his father, Ragbir Rampersad, or his Estate, as he is deceased. The Estate is by Deed of 28 October 1981, the owner of the land at 30 Streatham Lodge. Accordingly, on Ragbir Rampersad's death intestate in 2001, the land remained vested in his estate. There is no proof of any deed or agreement whereby the land passed to his son, Sookraj Rampersad (deceased) who was the Defendant's husband, during Ragbir Rampersad's lifetime.
5. The Deed of Gift prepared in 1999 by Ragbir Rampersad ("the Deceased") was never executed and cannot of itself prove an equitable interest or even a promise to give Sookraj the land. The deed was not executed or registered. Additionally, Ragbir Rampersad lived two years after the preparation of that Deed, without executing it. Therefore, it is more probable than not that Ragbir Rampersad did change his mind about whether to execute that Deed of Gift to give the entire property to Sookraj.
6. The scenario of Ragbir changing his mind was part of the pleaded case for the Claimant, which I find is more credible. On a balance of probabilities, my finding is that he changed his mind based on the complaints by the other siblings. Furthermore, the Defendant proffered no other reason or version of events to account for Ragbir

not finalising the Deed of Gift. Thus, the case for the Claimant on that point was uncontradicted.

7. In considering whether there was an agreement or intention by Ragbir to give the land to Sookraj, it is notable that a will could have proven such an intention. However, Ragbir died intestate. There is no authority that was presented by the Defendant to support the case that oral promises, if any, or expenditure can be taken into account to establish the conveyance of the lands from the Estate of Ragbir to Sookraj, such that the land could form part of Sookraj's estate.
8. Instead, as cited by the Claimant, **Section 24(2)** of the **Administration of Estates Act, Chap 9:01** provides that the property should have devolved equally to the children of Ragbir. If there were four children, it would have been twenty-five percent share each. In submissions, there was no contest by Counsel for the Defendant to the fact that this provision of the Act was applicable.
9. In any event, there is no proof of any expenditure or detriment by Sookraj relying on any oral promise up to 2001 when Ragbir died. The main alleged expenditure was in 2018, long after Ragbir died. Accordingly, that expenditure could not have been related to or in reliance on the alleged Deed of Gift in 1999 or any other promise made orally before then. The most significant construction took place in 2018. The Claimant admits that there were changes to the building on the lands as constructed in preparation for the Defendant's son's wedding. The downstairs was blocked up. There is no proof that the amount of the 2018 expenditure was \$130,000.00 worth of improvements. No receipts were disclosed.
10. There was no counterclaim for a declaration of any equitable interest. Even if there had been such a counterclaim, the evidence to support it would have been inadequate. I repeat that there are no receipts to prove that \$130,000.00 of work was done blocking up the downstairs in 2018. Additionally, there were no receipts for \$15,000.00 of development of the land, which was said to have been done from 2010

to 2017. The eight receipts attached to the Defendant's Witness Statement are for small sums, ranging from \$36 to \$1995, suggestive of minor home repairs.

11. No witnesses were called to show that they had done the work on the building, to block up downstairs in 2017-2018, or earlier on the toilet, the gate, the land development or any of the other improvements alleged. Therefore, I have to draw adverse inferences that the work was not as extensive as claimed. In any event, the work took place long after the passing of Ragbir.
12. As to the Deed of Assent, the Defendant purported to execute as the legal personal representative of the Estate of her husband Sookraj; the Deed purports to transfer only the home, the building. However, it is a concrete dwelling attached to the land so it could not be transferred in that way, separately from the land.
13. There is little or no credibility regarding the Defendant's case as to the import of the Deed of Assent, as under cross-examination, she expressed difficulty understanding the Deed of Assent or even the information in her own Witness Statement. Her son Vejay Rampersad also lacked credibility as a supporting witness. He failed to acknowledge points in his own Witness Statement while under cross-examination.
14. Vejay Rampersad was not forthcoming with information about why no receipts existed. The question was repeated many times with no answer, until he eventually placed responsibility on his attorney by saying that he gave him the receipts for the \$130,000.00 alleged work in 2017-2018. However, none of the receipts was disclosed. The Court draws adverse inferences from that non-disclosure; and the lack of construction work witnesses, in concluding that the work was not extensive and did not amount to \$130,000.00.
15. In any event, Counsel for the Claimant is correct in his closing submissions in underscoring that the issues regarding the Defendant's alleged equity in the property and interests in other properties, which Ragbir gave away to other children before he died, do not touch or concern the issues before the Court about the Deed of Assent.

16. Questions regarding equitable interest are not for today. They may be relevant for another day in Court. It is for that reason that I tried to encourage the parties to discuss this matter in order to resolve the issues of equitable interest that may come up again in due course when someone applies to be the Administrator of the estate of Ragbir. The issue of Sookraj's Estate getting a larger share may be raised.
17. It would be unfair to consider it today, as there was no counterclaim. The Claimant had no opportunity to respond on behalf of his father's Estate, to a claim about equitable interests. In any event, on the evidence before the Court, it was not properly established in these proceedings that there was any such equitable interest.

C. Conclusion

18. IT IS HEREBY ORDERED:

- a. That there be Judgment for the Claimant against the Defendant.
- b. That the deed dated 6 June 2008 and registered as DE200801449876D001, executed by Deokie Rampersad be set aside, expunged from the records held by the Registrar General's Department and that the Registrar be notified accordingly.
- c. A declaration that the property should fall under the estate of the Deceased.
- d. The Defendant is to pay to the Claimant costs in the sum of \$11,000.00.

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Eleanor Joye Donaldson-Honeywell
Judge