THE EASTERN CARIBBEAN SUPREME COURT

IN THE HIGH COURT OF JUSTICE
COMMERCIAL DIVISION

SAINT LUCIA

CLAIM NO. SLUHCM2024/0059

BETWEEN:

[1] COURTNEY WILKINSON
[2] JOHN LEVY

Claimants/Respondents

-and-

[1] GERALD CHARLES CHAMBERS
[2] GORDON SHIRLEY
[3] TARIK FELIX
[4] WEST INDIES PETROLEUM (SAINT LUCIA) LIMITED

Defendants/Applicants

Before the Honourable Mr. Justice Alvin Shiva Pariagsingh

Appearances:

Ms. Renee T. St. Rose, KC and Ms Deandra Goss for the Claimants/Respondents
Mrs. Georgia Henlin, KC and Ms. Iyka Dorival for the Defendants/Applicants

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2026: April 16 – Hearing
June 30 – Decision

Application for Summary Judgment or Alternatively to Strike Out

INTRODUCTION:

[1] **PARIAGSINGH, J**: - Before the Court is the Defendants' amended application[1] seeking the following orders:

1) summary judgment in their favour.
2) an order striking out the Re-Amended Statement of Claim.

[1] Filed on 23 September 2025

3) alternatively, an order striking out the claim to set aside the consent order as against the Defendants.
4) costs of the application to be paid by the Claimants; and
5) such further or other relief as the Court considers just.

THE GROUNDS OF THE APPLICATION:

[2] The Defendants contend that the Claimants' case has no real prospect of success and discloses no reasonable ground for bringing the claim.

[3] Their principal submission is that the dispute between the parties had already been compromised, including by a consent order made on 8 March 2022. They further contend that rights have since arisen in favour of third parties and that the Court should not now permit the Claimants to reopen the matter.

[4] The Defendants also submit that they became the beneficial or equitable owners of the relevant shares and that they have partly performed the agreement embodied in the consent order. As a result, they contend that they have acquired equitable rights which the Claimants cannot now defeat.

[5] The Defendants also contend that the Claimants' claim and in particular, the part based on the alleged misrepresentations are not supported by the written communications between the parties. They contend that there is no documentary or evidential foundation for the representations alleged by the Claimants.

[6] The application is opposed. The Claimants filed a Notice of Opposition on 26 March 2025 and an Affidavit in Opposition on 3 April 2025.

THE EVIDENCE ON THE APPLICATIONS:

[7] The Defendants rely on the affidavit of Gerald Charles Chambers filed in support of the application. Mr. Chambers's evidence is that he is the Company Secretary and a director of the Fourth Defendant. He says at its core, this is a shareholder and director dispute between the Claimants and the First to Third Defendants concerning the Fourth Defendant and its subsidiaries.

[8] Mr Chambers exhibits and relies on a number of documents relating to the previous proceedings between the parties in Jamaica and Saint Lucia. These include the earlier Jamaican claims, the winding-up petition filed in Saint Lucia on 17 January 2022, the affidavits filed in support of and in opposition to that petition, the Consent Order dated 8 March 2022, the correspondence and draft agreements exchanged during the September 2021 negotiations, the email correspondence leading to the Consent Order and subsequent correspondence concerning the valuation and transfer of the Claimants' shares.

[9] The Defendants' evidence is that the parties had been engaged in several disputes before the Consent Order was entered. According to Mr Chambers, those disputes formed the background to the winding-up petition and to the ultimate settlement of the parties' differences by way of a buyout mechanism. The Defendants say that the commercial objective of the Consent Order was that the Claimants would exit the Fourth Defendant by selling their shares and that the Fourth Defendant was included so that the order could be carried into effect.

[10] The Defendants also rely on the documentary record of the negotiations. They say that the September 2021 negotiations were conducted through attorneys. Draft agreements were exchanged between the parties, and they say, the Claimants sought to introduce terms concerning the financial position and assets of the company, which said terms were not accepted by the Defendants. They further say that, when the winding-up petition was later settled by the Consent Order, the parties did not incorporate those proposed terms. On that basis, the Defendants contend that the Claimants cannot now rely on those matters as implied representations.

[11] The Defendants further rely on the terms of the Consent Order itself. They say that the order provided for an independent valuation mechanism and gave the valuer liberty to undertake due diligence on the assets and financials of the Fourth Defendant and its subsidiaries. The Defendants' case is that the parties agreed to rely on that independent valuation process rather than on any alleged

representation by the Defendants concerning the financial state of the company or its subsidiaries.

[12] The Defendants also rely on correspondence concerning the Grant Thornton valuation and the subsequent steps taken to complete the purchase of the Claimants' shares. They say that the valuers reviewed substantial material and that the alleged directors' loan or related transaction was taken into account or was not material to the valuation outcome. They contend that the Claimants have no proper evidential basis for saying that any non-disclosure affected the value of their shares or caused them loss.

[13] The Claimants oppose the application by the affidavit of John Levy filed in opposition. The Claimants' evidence is that they had been removed from the board and excluded from the management, affairs and financial information of the Fourth Defendant and its subsidiaries. They say that they were therefore dependent on information provided by or controlled by the Defendants in relation to the financial state of the companies and the value of their shareholding.

[14] The Claimants rely on the background to the winding-up petition, including their allegations of mismanagement, lack of transparency, financial irregularity, exclusion from information and concern about the affairs of the Fourth Defendant and its subsidiaries. Their case is that the Consent Order was entered against that background and that the Defendants had material information which was not disclosed or was not properly disclosed to them.

[15] The Claimants also rely on matters relating to the Crichton Mullings report, the financial position of the companies and the alleged directors' loan of approximately US$21.86 million said to have been used in connection with the acquisition of the Lime Tree Bay Refinery. The Claimants contend that these matters were material to the financial position of the Fourth Defendant and its subsidiaries and to the valuation of their shares. They say that the Defendants' evidence and conduct gave rise to representations, express or implied, concerning the financial condition and affairs of the companies and that those representations were false or misleading.

[16] The Claimants' answer to the valuation point is that the independent valuation cannot be treated as a complete answer if the valuation was conducted on an incomplete or inaccurate factual basis. They say that the Court would have to examine what information was available to the valuer, what information was withheld or mischaracterised and whether the alleged directors' loan or refinery-related transaction affected the valuation outcome.

[17] The evidential contest is therefore substantial. The Defendants say that the documents provide a complete answer to the claim: the negotiations were conducted through attorneys, the relevant proposed terms were not accepted, the Consent Order established an independent valuation mechanism and the Claimants are seeking to escape a bargain freely made. The Claimants say that the documents do not provide a complete answer because the real dispute concerns what was known, what was disclosed, what was withheld, what representations were made or implied and whether the valuation process was affected by incomplete or inaccurate information.

[18] It is against this background that the Court considers whether the Claimants have no real prospect of success warranting the grant of summary judgment or alternately whether the Re-Amended Statement of Claim should be struck out.

SUMMARY JUDGMENT:

[19] The test for summary judgment is set out in **Civil Procedure Rules (Revised Edition) 2023**[2]. **CPR 15.2** permits the Court to give summary judgment where it considers that the Claimants have no real prospect of success on the claim or on a particular issue. The Defendants contend that the dispute was compromised by the consent order of 8 March 2022, that the alleged representations are not borne out by the documents and that the Claimants are now seeking to escape from a bargain made with the benefit of legal advice.

[2] Referred to as "CPR"

[20] In **Dr. Martin Didier v Royal Caribbean Cruises Ltd**[3], Pereira CJ explained that summary judgment is concerned with whether a party has a real, as opposed to fanciful, prospect of success. The Court may look beyond the pleading and consider the affidavit evidence.

[21] The Court must, however, exercise care because summary judgment is a judgment on the merits. It is not the same as strike out. The Defendants themselves rely on the passage in **Didier**[4] which states that summary judgment may be appropriate where a pleaded case is properly constituted but is nevertheless hopeless in the face of the Defendant's evidence. The same passage also recognises that the issues must be suitable for determination by the summary procedure.

[22] That last point is important. This is not a straightforward debt claim nor a case in which a single document provides a complete answer. The claim concerns the setting aside of a consent order, alleged fraudulent misrepresentation, alleged non-disclosure, the financial position of a group of companies, the effect of a substantial directors' loan and the valuation of minority shareholdings. Although these types of claims are certainly not automatically immune from summary judgment, the Court must consider whether it can safely decide them without disclosure, cross-examination, and a fuller investigation of the evidence at a trial.

[23] The Defendants say that it can. Their case is that the documentary record is clear and provides a complete answer to the claim. They say the negotiations leading to the consent order were in writing, that the Claimants were represented by attorneys and that the terms now relied upon by the Claimants were proposed by them during negotiations but were not accepted.

[24] They also say there is no evidence of the alleged representations moving from the Defendants to the Claimants and that on a true construction of the communications, no such representations can properly be implied.

3 [2018] ECSCJ No. 246
4 Ibid at [23]

[25] There is considerable force in that submission. A party who proposes a term during negotiations, fails to secure it and later enters into a consent order without that term will face difficulty arguing that the same matter was nevertheless represented or implied.

[26] The Court is entitled to be cautious about allowing rejected negotiating language to be reintroduced under the label of misrepresentation. The Defendants' point is not merely technical. It goes to the substance of reliance and inducement.

[27] The Defendants also have a substantial point on valuation. Their pleaded answer is that the valuers reviewed a large volume of documents, that the alleged directors' loan was taken into account, and that any missing material either did not exist, could not be retrieved, or would not have made a material difference to the Grant Thornton valuation.

[28] They deny that the loan reduced the value of the Fourth Defendant's shares or that the Claimants suffered loss by reason of any alleged non-disclosure.

[29] If those matters are ultimately accepted, the Claimants' case may fail but the question at this stage is not whether the Defendants have a strong defence. The question is whether the Claimants' case has no realistic prospect of success. That, however, is a different question.

[30] The Claimants say the case is unsuitable for summary judgment because there are serious disputes of fact. They rely again on **Didier**, but for the opposite proposition. They contend that summary judgment involves a determination on the merits and should not be granted where the Court would be required to resolve contested facts in a complex commercial dispute.

[31] The principles governing the Court's jurisdiction to grant summary judgment were considered in **Jones v Attorney-General**[5], where the Privy Council approved the statement of Elias CJ in **Westpac Banking Corporation v MM Kembla New**

[5] [2003] UKPC 48

Zealand Ltd[6] that summary judgment for a Defendant will usually arise where the Defendant can offer evidence amounting to a complete answer to the Claimant's case which cannot be contradicted. The Defendant bears the burden of showing, on the balance of probabilities, that none of the pleaded causes of action can succeed. Accordingly, it is insufficient for the Defendants merely to show that the Claimants' case is weak, difficult, or vulnerable to serious attack. The Defendants must show that the claim has no realistic prospect of success.

[32] Further guidance on the test for granting summary judgment was provided in **Swain v Hillman**[7], in which Lord Woolf explained that the word 'real' directs the court to the need to see whether there is a realistic as opposed to a fanciful prospect of success. A realistic prospect need not be a probability of success. It is enough that the case carries some degree of conviction and is not merely fanciful. From this authority it is clear that the summary judgment jurisdiction is designed for cases that are not fit for trial at all. It is not a substitute for trial where the evidence, disclosure, or cross-examination may affect the Court's assessment of the real issues.

[33] Applying those principles, I accept that the Defendants have advanced substantial arguments. The written negotiations, the involvement of attorneys, the terms of the Consent Order, the independent valuation mechanism, and the Grant Thornton correspondence are all matters which may present serious obstacles to the Claimants' case. In my view, however, those matters do not, at this stage, constitute a complete answer which cannot be contradicted, nor do they establish that the totality of the claim has no realistic prospect of success.

[34] This is particularly so because the Claimants' case is not confined to an assertion that they made a bad bargain. They allege that material information relating to the financial position of the Fourth Defendant and its subsidiaries was deliberately withheld or falsely presented during negotiations culminating in the Consent Order

[6] [2001] 2 NZLR 298
[7] [2001] 1 All ER 91

and throughout the valuation process, constituting both misrepresentation and a breach of the implied terms of the Consent Order.

[35] As emphasised in **With v O'Flanagan**[8] even a statement which is true when made may become a misrepresentation where circumstances change before the agreement is concluded and that change is not disclosed. Again, this is a determination which can only be made on evidence.

[36] The Claimants also allege that the Defendants, who controlled the relevant corporate information, made or maintained representations concerning the financial health and trading position of the companies. Whether those representations were made, what they meant, whether they were false or misleading, whether they induced the Consent Order, and whether they affected the valuation are all matters which require a fuller factual inquiry at a trial as confirmed in **Mkhoul v John.**[9]

[37] The Defendants' reliance on the fact that the Claimants were legally represented is relevant but it is not conclusive. The Claimants rely on **Edwards v Ashik**[10] for the proposition that the presence of a solicitor does not necessarily defeat a case based on misrepresentation or inducement. I accept that legal representation may make the Claimants' case on reliance and inducement more difficult, especially in the context of written negotiations and a consent order. However, it does not automatically answer an allegation that material facts were known to one side, withheld from the other, or that earlier statements became misleading in light of facts not disclosed.

[38] **Marme Inversiones 2007 SL v NatWest Markets plc**[11] warns against intricate or artificial allegations of implied representation being reverse-engineered after the event. That warning is relevant here and supports the Defendants' criticism of the pleading. However, **Marme** does not establish that every implied-representation

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[8] [1936] Ch 575
[9] SVGHCV2008/0066 (delivered on 16th February 2017, unreported)
[10] [2014] EWHC 2454
[11] [2019] EWHC 366

case is suitable for summary disposal. The question remains whether, on the evidence and the pleaded factual matrix, the Claimants' case is merely fanciful. In my view, it is not.

[39] The case therefore falls on the trial side of the line. The Defendants have demonstrated that the Claimants face real difficulties but not that the claim is hopeless. The Court would have to determine what was said or represented in the winding-up proceedings, what information was available to the Claimants before the Consent Order, what information was known to or controlled by the Defendants, what was provided to the valuer, how the directors' loan and refinery-related matters were treated in the valuation, and whether any alleged omission or representation caused loss. Those are not matters which can safely be resolved on affidavit evidence alone.

[40] I therefore refuse the application for summary judgment.

STRIKE OUT:

[41] The Court approaches the application to strike out on the footing that it is concerned only with the pleadings rather than the determination of contested factual disputes on their merits. The applicable rule is **CPR 26.3(1)(b) and (c)**, namely whether the statement of case discloses no reasonable ground for bringing the claim or is an abuse of process or likely to obstruct the just disposal of the proceedings.

[42] The distinction between summary judgment and strike out is material. In **Didier**, Pereira CJ emphasised that the two procedures are distinct, have different requirements and should not be conflated. Summary judgment involves a merits assessment, whereas strike out is concerned with the pleaded case. The Claimants rely on that distinction and submit that the Court should not resolve disputed questions of fact or draw contested inferences on a strike-out application. I accept that approach.

[43] The Defendants submit that the pleaded case is legally defective because there is no properly pleaded fraudulent misrepresentation.

[44] They say that the alleged representations are not shown to have moved from any Defendant to the Claimants, that the negotiations were in writing and conducted through attorneys and that the Consent Order itself gave the valuer liberty to undertake due diligence on the assets and financials of the company and its subsidiaries. On that basis, the Defendants contend that the pleadings are speculative and that the Claimants' case is an attempt to reverse-engineer implied representations after the event.

[45] In support of that argument, the Defendants rely on **Marme** and the dictum in **Foster v Action Aviation**[12] that the evidence should lead the pleading and not the other way around. They also rely on the pleading principles applicable to fraud, including the requirement that dishonesty be distinctly alleged and supported by pleaded primary facts from which dishonesty may properly be inferred. The Defendants' submission is well founded insofar as a claim in fraud or fraudulent misrepresentation must be pleaded with clarity and particularity. It is not enough merely to assert fraud, dishonesty, knowledge or recklessness without pleading the material facts relied on.

[46] However, the question on strike out is not whether the Claimants will ultimately establish fraudulent misrepresentation. The question is whether, assuming the pleaded primary facts to be true, the claim is so defective that it discloses no legally recognisable cause of action or is an abuse of the Court's process.

[47] In **Citco Global Custody NV v Y2K Finance Inc**[13], the Court of Appeal stated that strike out is appropriate where the claim sets out no facts indicating what the claim is about, is incoherent, or where the facts pleaded, even if true, disclose no legally recognisable claim. As recognised in **Baldwin Spencer v Attorney General of Antigua and Barbuda**[14] striking out is a "nuclear" remedy that should only be used in obvious cases. The Court also emphasised that on a CPR 26.3(1)(b) application,

[12] [2013] EWHC 2439 (Comm)
[13] HCVAP2008/0022
[14] Civil Appeal No. 20A of 1997

the pleaded facts are generally assumed to be true, although conclusions and inferences may be scrutinised more closely. Striking out should not be used where the argument involves a substantial point of law that does not admit of a plain and obvious answer or where the strength of the case may not be clear because it has not been fully investigated.

[48] That principle is important here. The Claimants plead that they were induced to enter the Consent Order by implied representations or conduct concerning the financial position of the Fourth Defendant and its subsidiaries and that material information concerning the US$21.86 million transaction/directors' loan and the financial position of the corporate group was withheld. They also plead breach of implied terms relating to good faith, arm's length conduct and cooperation with the valuation process. The Claimants submit that the pleadings disclose reasonable grounds for bringing the claim and that the case requires investigation through disclosure and trial.

[49] The parties' competing submissions demonstrate that this dispute raises substantial contested issues which cannot be treated as merely formal or artificial. The Defendants contend that the Consent Order and written negotiations are inconsistent with the alleged representations. The Claimants, however, maintain that the Defendants were in possession of material financial information, that relevant matters were withheld and that the pleaded representations must be understood in the context of the prior winding-up proceedings, the parties' relationship as shareholders and the valuation mechanism established under the Consent Order. Those are matters which are not suitable for final determination on a strike out application.

[50] In my view, the authorities on implied representations also do not compel strike out. **Marme** supports the proposition that the Court should be cautious about speculative implied representations, particularly where the case appears to be an artificial pleading exercise especially as the implied representation may be fact-specific. The following passage from Longmore LJ in **Marme** is instructive:

> "Put very shortly, I consider that any case of implied representation is fact specific and it is dangerous to dismiss summarily an allegation of implied representation in a factual vacuum. If the LIBOR scandal had occurred before these cases were begun and what are now the proposed pleas had been incorporated in original pleadings, they would not, in my view, be amenable to a strike out application and it is not surprising that Barclays did not, at first, seek to appeal Flaux J's decision."

[51] Nor does the fact that the parties were represented by attorneys necessarily defeat the pleaded case at the strike-out stage. The Claimants rely on **Edwards v Ashik (supra)** for the proposition that the involvement of a solicitor does not necessarily prevent reliance on misrepresentation where material inducement is otherwise arguable. Whether that authority ultimately applies will turn on the findings of fact. At this stage, however, it reinforces the conclusion that the claim cannot be regarded as plainly unsustainable solely because attorneys were involved in negotiating the Consent Order.

[52] The Defendants also rely on the proposition that a consent order is contractual in nature and may only be set aside on recognised contractual grounds. That proposition is not controversial but it does not support the striking out of the Claimants' claim if they have pleaded a recognised vitiating factor, namely fraudulent misrepresentation, and alternatively breach of implied contractual obligations.

[53] The question is whether the pleaded facts sufficiently support those causes of action. If they do not, the appropriate course is not necessarily to strike out the claim entirely. I find the reliance on **Hunter v Chief Constable of the West Midlands Police**[15] to be misplaced. This case concerns relitigation of issues already decided. The case at bar has no such prior determination of the misrepresentation issue.

In my view, this is not an appropriate case for strike out. The pleadings identify the Consent Order, the alleged implied representations, the alleged concealed financial transaction, the alleged effect on the value of the Claimants' shares and the pleaded

15 [1981] 3 All ER 727

breach of implied terms in the valuation process. Additionally, the **Articles 925, 926 and 927** of the **Civil Code of Saint Lucia** support the proposition that error/fraud may found recission or nullity. While the pleadings may require better particularisation, especially as to the precise representations alleged, the Defendant or Defendants by whom they were made, the conduct from which the representations are to be inferred, reliance, inducement, knowledge or recklessness and causation, those are deficiencies capable of being cured by amendment.

[54] The distinction must be maintained between a pleading which discloses no legally recognisable cause of action and one which discloses an arguable cause of action but lacks sufficient material facts or particulars. The former may properly attract strike out; the latter will often require a proportionate case management response directed at clarification rather than termination of the proceedings.

[55] That approach is consistent with the reasoning in **Real Time Systems Ltd v Renraw Investments Ltd**[16]**,** where the Privy Council emphasised that strike-out is not the only response to an insufficiently particularised pleading and that the Court must consider alternatives consistent with the overriding objective. The Board accepted that where justice so requires, the Court may direct the claimant to provide further particulars or serve an amended statement of case within a specified period instead of resorting immediately to the nuclear option of strike out.

[56] That principle is of particular assistance here. The Defendants' complaint is, in substance, that the Claimants have not pleaded the alleged fraudulent misrepresentations with sufficient particularity: including the precise representation, the maker of the representation, the facts from which any implied representation is to be inferred, reliance, inducement, and knowledge or recklessness. Those are serious pleading requirements, especially where fraud is alleged. However, a failure to plead those matters with sufficient particularity does not necessarily mean that the claim is incurably bad. If the Court is satisfied that the pleaded case discloses

[16] [2014] UKPC 6

an arguable cause of action but requires clarification, as I find in this case, the appropriate course is to order an amended statement of case to be filed instead of deploying the nuclear remedy of strike out at this stage.

[57] The same principle was recently reaffirmed by the Caribbean Court of Justice in **Panday v Panday**[17]. The Court emphasised that where a statement of claim discloses a legally recognisable cause of action but lacks sufficient particularity, the Court must distinguish between curable defects in pleading and incurable defective claims. Strike out should not be treated as an automatic response where amendment may permit the real issues between the parties to be fairly determined.

[58] Applying those principles, I accept that the Claimants' pleading of fraudulent misrepresentation lacks precision in important respects, particularly in identifying the precise representations alleged, the facts from which any implied representation is said to arise, the Defendant or Defendants against whom each representation is made, and the factual basis for pleading knowledge dishonesty, reliance inducement, causation and loss. However, I am not satisfied that those deficiencies render the claim plainly unsustainable or incurably defective.

[59] In those circumstances, the proportionate course is not strike out the claim but to direct the Claimants to file and serve an amended statement of case properly particularising the matters relied upon. That approach preserves the Defendants' procedural protections while ensuring that potentially arguable claims are determined on their substantive merits rather than terminated prematurely for curable defects in pleading.

[60] I am also mindful that although the application seeks to strike out the re-amended statement of claim in its entirety, the Defendants' challenge is directed principally to only one aspect of the pleading, namely the cause of action for fraudulent misrepresentation. It would therefore be disproportionate in my view to grant the remedy sought as no issue is taken with the other aspects of the claim.

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[17] [2026] CCJ 4 (AJ) GY

[61] In these circumstances and consistent with the approach in **Real Time Systems** and **Panday**, the Court declines to exercise the strike-out jurisdiction at this stage. The Defendants are not without protection. If the Claimants fail to amend adequately within the time directed, the Defendants may apply for an unless order, further directions, costs, or renewed strike-out relief. In my judgment, that approach better accords with the overriding objective than the immediate termination of the claim at this interlocutory stage.

COSTS:

[62] The Claimants have succeeded in resisting the application for summary judgment. The Defendants, however, have achieved a measure of success on the strike-out aspect of the application, in that the Court has accepted that the pleading requires clarification and further particularisation, although the Court is not persuaded that the draconian remedy of strike out should be granted at this stage.

[63] In those circumstances, the outcome of the application is mixed. Each side has enjoyed a substantial, though not complete, measure of success. I also take into account that the parties were on broadly equal footing in the conduct of the application, both being represented by experienced counsel, including leading counsel.

[64] In the exercise of my discretion on costs, I consider that the fairest order is that each party bear its own costs of the application. In my view, that order properly reflects the divided success of the parties and the overall justice of the case.

ORDERS:

[65] For the reasons above, I make the following orders:

1) The Applicants' application for summary judgment is refused.

2) The Applicants' application to strike out the Re-Amended Statement of Claim is refused.

3) The Respondents/Claimants shall file a Further Amended Statement of Claim to properly particularise the cause of action of fraudulent misrepresentation within 21 days of the date of this order.

4) If the Respondents/Claimants fail to file the Further Amended Statement of Claim within the time specified at paragraph 3, the Applicants/Defendants shall be at liberty to apply for an unless order, further directions, costs, or such further relief as may be appropriate.

5) The Applicants/Defendants shall file any Amended Defence within 28 days after service of the Further Amended Statement of Claim.

6) The Respondents/Claimants shall file and serve any Reply within 14 days after service of the Amended Defence.

7) The parties are to agree on dates for disclosure, bundles, witness statements and application to deploy expert evidence ahead of the next hearing and are at liberty to present a draft consent order for the consideration of the Court on paper ahead of the next hearing.

8) This claim is fixed for a further case management conference on 7 October 2026 at 9:00am via an electronic hearing.

9) Each party shall bear their own costs of this application.

Alvin Shiva Pariagsingh
High Court Judge

By the Court,

Deputy Registrar of the High Court