

IN THE REPUBLIC OF TRINIDAD AND TOBAGO

IN THE HIGH COURT OF JUSTICE

Claim No: CV2022-01841

BETWEEN

RAMSA DEVELOPMENT LIMITED

CLAIMANT

AND

SANKAR JAGLAL

DEFENDANT

Before: The Hon. Mr. Justice Westmin R.A. James

Date: 20th January 2025

Appearances: Mr. Anthony Manwah, Mr. Ronald Dowlath and Ms. Melissa Ramdial,
Attorneys-at-Law for the Claimant

Mr. Keon Beckles, Attorney-at-Law for the Defendant.

JUDGMENT

BACKGROUND

1. The case centers on whether the Defendant, Sankar Jaglal, has an equitable interest based on promissory and proprietary estoppel in property owned by the Claimant, Ramsa Development Limited.
2. The Claimant is the registered proprietor of All and Singular that piece of land situate in the Ward of Moruga, in the Island of Trinidad comprising twelve point zero two eight hectares be the same more or less delineated and coloured pink in the plan registered Volume 6128 Folio 389 being portion of the lands described in the Crown Grant in Volume 431 Folio 129 and also described in the Certificate of Title in Volume 3857 Folio 81 and bounded on the North by Rochard Douglas Road Trace 20.12 metres wide, by Kungal Road 2.12 metres wide and by Lot 2 on the South by Lot 2 by lands of Bissessar Maraj and by Lot S1 on the East by Kunjal Road 2.12 metres wide, by Lot 2 and by Rochard Douglas Trace 20.12 metres wide and on the West by Gopaul Branch Trace 6.04 metres wide, by Lot S1, by Rochard Douglas Trace 20.12 metres wide and intersected by Cumuto River with a Ricer Reserve 1.51 metres wide (hereinafter referred to as "the larger lands") by virtue of Certificate of Title in Volume 6128 Folio 393.

3. The Claimant alleged that prior to acquiring the Larger Lands, the then owners, Anjani Seeram and Shradhanand Seeram had in about 1997 rented out a portion thereof comprising 5 acres at Kunjal Road, Barrackpore (hereinafter referred to as “the subject lands”) to the Defendant for agricultural purposes only.
4. The Claimant pleaded that without consent a dwelling house was constructed on a portion of the subject lands comprising approximately one lot (5,000 square feet) on Kunjal Road and another dwelling house in about 2010 on a portion of the subject lands comprising one lot (5,000 square feet) on Kunjal Road to the South of the lot on which the 1st dwelling house stood.
5. The Claimant pleaded that they terminated the tenancy by Notice to Quit dated 6th February 2020 and it was served on the Defendant on 8th February, 2020 whereby the said tenancy was determined on 31st December, 2020. To date, the Defendant has not given up possession.
6. By Amended Claim Form and Statement of Case filed on 2nd June 2023, the Claimant , seeks the following reliefs:
 - a. possession of the lands tenanted to the Defendant:
 - b. An injunction restraining the Defendant, his servants, and/or agents or however otherwise from entering onto or remaining on the said tenanted lands and/or the said larger parcel or any part thereof.
 - c. Further and/or other reliefs as the Court may think fit.
 - d. Costs
7. The Defendant by Re-Amended Defence and Counterclaim filed on 17th July 2023 denied the claim. The Defendant pleaded that in January 1999, the Defendant paid the sum of \$10,000.00 to Rishi Ramkhalawan to purchase the tenancy rights to two acres of land which Shradhanand Seereeram approved. He pleaded that he negotiated to continue the tenancy for \$200.00 yearly rent.
8. He then pleaded that in 2000, the Defendant paid Mr Ramkhalawan the sum of \$22,000.00 for the tenancy rights for another three (3) acres of land. He said Seereeram also approved this transaction. He also pleaded that in 2002, he paid a man known as Karamchand Sankar the sum of \$3,500.00 for the tenancy rights for one acre of land which Seereeram approved as well.
9. The Defendant pleaded that he paid his rent directly to Seereeram who he shared a personal relationship with. He said sometimes recorded rent for 5 acres of land and sometimes 6 acres. He attached receipts from 2002-2011.
10. He then said that in 2006 the Defendant paid the sum of \$1,500.00 to Seereeram to begin another acre of land. The Defendant said that from 2006, the Defendant said that he tenanted 7 acres of land from Seereeram.

11. He said that there was no time period for the tenancies nor a time period in which the tenancies were to be determined and it was never discussed.
12. The Defendant further pleaded that he built a dwelling house in 2008 with the permission of Seereeram and spent \$50,000.00 to backfill the land and \$150,000.00 to build the house. He pleaded that he built the dwelling house in reliance of a promise made to him by Seereeram that he could stay on the land indefinitely and the land was his and that he would be given priority, that was first option to purchase the land he occupied if it was to be sold. He pleaded that the authorization for the construction of the house was noted on the receipt.
13. He pleaded that he occupies one acre upon which his dwelling house is constructed and the 6 other acres are for cultivation.
14. The Defendant pleaded that he paid \$6,000.00 to Seereeram for rent up to April 2012. He then pleaded that he ceased to be a tenant as Seereeram promised him that he could occupy the six acres of land indefinitely; that the lands belonged to him and that when he was ready to effect the official sale he would sell to the Defendant as first priority and to the Defendant alone.
15. The Defendant then indicated that he had an equitable interest in the 7 acres parcel of land that he occupies and the Claimant purchased the lands with full knowledge of his occupation and of his equitable interest in the 7 acres parcel and the Claimant was not a bona fide purchaser for value without notice.
16. The Defendant then counterclaimed for
 - a. An Order that the Defendant is entitled to an interest and/or possession and/or occupation of that piece or parcel of land together with the dwelling house thereon situate at #29 Kungal South Trace, St Mary's Village, Moruga measuring approximately 7.04 acres bounded on the North by Lot S2a on the South by a proposed road reserve 20 metres wide on the East by Kunjal Road 20.12 metres wide and on the West by a proposed Road Reserve 10 metres wide by virtue of Promissory Estoppel and /or proprietary Estoppel.
 - b. An order that the Defendant be paid compensation for his equitable interest in that piece or parcel of land together with the dwelling house thereon situate at #29 Kungal South Trace, St Mary's Village, Moruga measuring approximately Two Point Eight Four Eight Two hectares (7.04) Acres bounded on the North by Lot S2a on the South by a proposed road reserve 20 metres wide on the East by Kunjal Road 20.12 metres wide and on the West by a proposed road reserve 10 metres wide.
 - c. An injunction restraining the Claimant, its servant and/or agents from entering and/or interfering with his continued occupation of the dwelling house and six (6) acre parcel of land situate at #29 Kungal South Trace, St Mary's Village Moruga.
 - d. Interest pursuant to section 25 of the Supreme Court of Judicature Act Chap 4:01

e. Costs

17. The Claimant by Reply and Defence to Counterclaim filed on 17th April 2023 the Claimant denies that the Defendant has an equitable interest.

The Title

18. The Claimant's claim to possession is based on unchallenged legal title to the property. The Defendant is in present occupation of part of the property.
19. There has been no pleading or argument that the Defendant came under the Agricultural Small Holdings Tenure Act Chap 59:53. Therefore, the Defendant as a tenant who pays rent for the premises will be held to be a periodic tenant according to the mode by which the rent is calculated (*Metcalf & Eddy Ltd. v Edghill* [1963] 5 WIR 417, 420). The Defendant indicated that he was paying rent yearly and so therefore had a yearly tenancy. There has been no argument that the Notice to Quit was defective to bring an end to a yearly tenancy.
20. It is the Defendant's contention that he has an equitable interest in the property under the doctrine of promissory/proprietary estoppel and should be compensated for same.
21. The basic principles have also been summarized by Slade, J in *Powell v. McFarlane* [1977] 38 P & CR 452 at pages 471-472. The Court stated:

"In the absence of evidence to the contrary, the owner of land with the paper title is deemed to be in possession of the land, as being the person with the prima facie right to possession. The law will thus, without reluctance, ascribe possession either to the paper owner or to persons who can establish a title as claiming through the paper owner.

22. This court also acknowledges the maxim of, '**quicquid plantatur solo, solo cedit**':

'whatever is affixed to the soil accedes to the soil'. In the words of the learned editors, Charles Harpum, Martin Dixon et al, '*a physical object will usually be either land or a chattel, but its nature may change according to the use made of it. The materials used for building a house are thereby converted from chattels into land, and so automatically pass out of the ownership of the person who owned them as chattels and become the property of the owner of the land to which they are attached, and it makes no difference whether the person who attached them had a right to do so or not. Conversely, when a house is pulled down, the person who severs the materials from the building converts them from land into chattels*'.—See **Megarry and Wade: The Law of Real Property**, 8th edition, p. 1105.

23. The Court also notes that the plea of bona fide purchaser for value without notice is available to a purchaser who has obtained the legal estate and will usually give him priority over equitable claims which rank before him.

Promissory Estoppel

24. The law relating to promissory and proprietary estoppel in this jurisdiction is well traversed. In CV2016-03644 **Kurt Farfan and Ors. v Anthony White**, Kokaram J as he then was, discussed the application of the doctrines of promissory and proprietary estoppel as follows:

"1) For a promissory estoppel to arise there must be a clear and unambiguous promise intended to affect the legal relations between the parties and which is reasonably expected to be relied on by the person to whom it is made. In Snell's Equity 31st Edition 2005, the learned author states at paragraph 10-08: "Where by his words or conduct one party to a transaction freely makes to the other a clear and unequivocal promise or assurance which is intended to affect legal relations between them (whether contractual or otherwise) or was reasonably understood by the other party to have that effect, and, before it is withdrawn, the other party acts upon it, altering his or her position so that it would be inequitable to permit the first party to withdraw the promise, the party making the promise or assurance will not be permitted to act inconsistently with it.

***2) The principles of proprietary estoppel are neatly summarised in the recent Privy Council decision of Henry v Henry [2010] 75 WIR. There must be representation, reliance and detriment. The element of each will vary with the circumstances of the case and the Court must take into account all of the circumstances and adopt a broad approach to these questions with the overriding test of unconscionability of conduct. Reliance and detriment are often intertwined."** [Emphasis mine]*

25. In **Esther Mills v Lloyd Roberts** Jamadar JA reviewed the principles of proprietary estoppel as follows:

"20. The seventh edition (2008) of The Law of Real Property adequately summarises "the essential elements of proprietary estoppel" as follows:

(i) An equity arises where:

(a) the owner of land (O) induces, encourages or allows the claimant (C) to believe that he has or will enjoy some right or benefit over O's property;

(b) in reliance upon this belief, C acts to his detriment to the knowledge of O; and

(c) O then seeks to take unconscionable advantage of C by denying him the right or benefit which he expected to receive.

(ii) This equity gives C the right to go to court to seek relief. C's claim is an equitable one and subject to the normal principles governing equitable remedies.

(iii) The court has a wide discretion as to the manner in which it will satisfy the equity in order to avoid an unconscionable result, having regard to all the circumstances of the case and in particular to both the expectations and conduct of the parties.

...

22. In proprietary estoppel therefore, the focus shifts somewhat from the search for a clear and unequivocal promise and for intentionality, to whether the party claiming the benefit of the estoppel had a reasonable expectation induced, created or encouraged by another, and in those circumstances acted detrimentally to the knowledge of the other. For proprietary estoppel to operate the inducement, encouragement and detriment must be both real and substantial and ultimately the court must act to avoid objectively unconscionable outcomes."

Promise or Assurance

26. It is noteworthy that the Claimant is not the individual alleged to have made any promise or assurance to the Defendant. The person purportedly responsible for such a promise, Mr. Seereeram, is deceased, and his estate is not a party to these proceedings.
27. The Defendant's evidence fails to clearly establish the precise nature of the alleged promise or assurance. A review of the pleadings, evidence, and cross-examinations of the Defendant's witnesses reveals significant ambiguity regarding the specifics of the promise or assurance.
28. In his pleadings, the Defendant claimed that, in 2018, he constructed his dwelling house based on a promise from Mr. Seereeram that "he may proceed to construct his dwelling house and continue to reside on the lands indefinitely, as the lands are his." In the same paragraph, he alleged that Mr. Seereeram promised he would be given priority—that is, the first option to purchase the lands he occupied—if they were ever sold by Mr. Seereeram. Later, the Defendant claimed that in 2018, Mr. Seereeram promised he could "continue occupying the lands indefinitely until Seereeram was ready to proceed with the sale."
29. The Defendant further pleaded that he ceased being a tenant because the lands "belonged to him." However, he simultaneously alleged that Mr. Seereeram had promised to sell him the lands as a priority buyer when he was ready to sell.
30. The Defendant's witness statement contained inconsistencies. He stated that Mr. Seereeram "gave him permission" and "told him to build a dwelling house," adding that "the land was mine." He further claimed that Mr. Seereeram assured him, "Don't worry about anything; nobody can put you out from here," and "the land is yours." He also alleged that Mr. Seereeram guaranteed: "As soon as I'm ready to sell, I will sell to you so you can get your official deed." The Defendant stated that when he paid rent in 2012, Mr. Seereeram told him, "You don't have to pay any rent; the land is yours."

31. In cross examination and in answer to the Court, the Defendant conceded that Mr. Seereeram had promised to sell the land to him, not to give it to him. He acknowledged that there was no agreement as to the purchase price.
32. The Defendant's son provided evidence that he was present when Mr. Seereeram told his father to build the house. He recalled Mr. Seereeram saying, "Go ahead and build one dwelling house on the land." He further alleged that Mr. Seereeram repeatedly assured his father, "The land is allyuh own," "I will sell you all the land," and "I am not selling the land to anyone else." However, when asked specifically whether Mr. Seereeram said he would sell or gift the land, the son stated that Mr. Seereeram was going to give them the land.
33. The inconsistencies in the Defendant's pleadings and evidence, including those of his son, highlight contradictory claims regarding whether the property was to be gifted or sold to him.
34. Moreover, the Defendant has not produced any documentary evidence to support an agreement between himself and Mr. Seereeram for either the sale or transfer of ownership of the property.
35. The documentary evidence before the Court—including receipts—indicates only a tenancy arrangement between the parties, even after the alleged promises or assurances by Mr. Seereeram. The Defendant continued to pay rent, paying rent in 2012 until 2018, contrary to claims of a promise for indefinite occupancy or ownership.
36. While the Defendant said that Mr Seereeram reiterated the promise in 2018, the documentary evidence contradicts this. The Defendant admitted to receiving the pre-action protocol letter from the Claimant in 2020, along with the Notice to Quit. The letter referenced two prior communications sent in 2017 and 2018 by Mr. Seereeram's attorneys, denying any permission for the construction of the dwelling house or indication of any promise of an equitable interest in the property. The Defendant did not respond to these letters to dispute their contents.
37. There is also inconsistency and uncertainty as to the size of the land that was promised to the Defendant. The Defendant's assertions about the size of the land he occupied are also inconsistent. While he claimed tenancy and occupation of 7 acres, the receipts presented reflect payments for either 5 or 6 acres, never 7 acres—a discrepancy he acknowledged. Thus, it remains unclear what specific portion of land was allegedly promised or offered for sale. There was also uncertainty as to whether the property was promised to be offered to the Defendant for sale rather than an agreement for sale which would be an interest in the land. There was no price for any agreement for sale and there was no guarantee that the Defendant was able to purchase same.
38. Similarly, the Defendant's account of whether Mr. Seereeram explicitly instructed or merely permitted him to construct the dwelling house lacks clarity and consistency.

39. There is no indication in any of the documents before the Court that Mr. Seereeram intended to provide the Defendant or his son with any legally binding promise or assurance granting them a legal or equitable interest in the property.
40. The Court must determine this matter on a balance of probabilities and the Court finds that the Defendant has failed to prove the existence of a clear, unequivocal promise or assurance by Mr. Seereeram entitling him to any estate, right, or interest in the property.

Detrimental Reliance

41. The Defendant pleaded that he constructed his dwelling house in reliance on a promise made by Mr. Seereeram that he could remain on the land indefinitely, that the land was his, and that he would be given priority—the first option to purchase the land he occupied if it were to be sold. He further claimed that authorization for constructing the house was noted on a receipt. According to the Defendant, he built the dwelling house in 2008 with Mr. Seereeram’s permission, spending \$50,000.00 to backfill the land and \$150,000.00 to construct the house.
42. There is no evidence that Mr. Seereeram expressly gave permission or consented to the works carried out by the Defendant on the property. However, the Court finds that the works were performed openly and over a period of time, suggesting that Mr. Seereeram was aware of the construction. Notably, letters sent to the Defendant acknowledged that Mr. Seereeram allowed the dwelling houses to remain on the property but emphasized that they were constructed without his permission. The critical question is whether this construction occurred based on a promise or assurance from the Claimant’s predecessor in title that the Defendant would acquire an interest in the land.
43. The pre-action protocol letter sent to the Defendant in 2020 referenced earlier correspondence in 2017 and 2018, attaching unsigned copies of letters indicating that the dwelling houses had been built without Mr. Seereeram’s permission.
44. Regarding the \$50,000.00 allegedly expended on backfilling the land in 2008, the receipt provided makes no reference to the construction of a dwelling house. The individual who issued the receipt did not testify about its purpose, and the receipt did not include the Defendant’s correct address. The Court is of the view that this receipt does not demonstrate unequivocal steps toward building a house. Rather, it could reflect preparatory actions by the Defendant to maximize the use of the tenanted lands, which he enjoyed while operating an agricultural business on the property and earning income from it.
45. Moreover, there is no documentary evidence to substantiate the Defendant’s claims regarding the dwelling house, including its construction, associated costs, timing, or value—elements crucial for the Court to declare an interest in the land. No witness, such as a contractor or builder, was called to verify the construction, its cost, or when it occurred. While the Defendant claimed to have spent \$150,000.00 on the dwelling

house, he provided no receipts specific to this expenditure, despite having a \$50,000.00 receipt for backfilling. The first mention of the dwelling house in the documents appears in a receipt dated 2012. However, the 2008 and 2009 receipts, which align with the Defendant's timeline for construction, contain no reference to a dwelling house or any permission for its construction.

46. The Defendant also stated that Mr. Seereeram allowed him to obtain electricity and water connections and that he paid property taxes. However, he placed the utility bills in his son's name. While letters to the Defendant acknowledged these utility connections, there was no evidence provided to establish when they were obtained. Receipts produced by the Defendant's son referenced a different address (#29 Cunjal South Trace) and failed to substantiate claims regarding the 2008–2009 period when the dwelling house was allegedly built and permission for it purportedly granted.
47. The absence of documentary evidence relating to the dwelling house creates adverse inferences for the Defendant's claims. The lack of reliable documentation undermines the credibility of his assertions.
48. On a balance of probabilities, the Court finds that there was no detrimental reliance by the Defendant on any promise or assurance from Mr. Seereeram sufficient to establish a claim in estoppel.
49. The Court has therefore determined that the Defendant's claim for an equitable interest in the land is not maintainable, as critical elements necessary to support this claim have not been proven on a balance of probabilities. Consequently, the Defendant's counterclaim is dismissed.
50. As the Defendant has accepted that the notice to quit was issued and the Claimant has not sought damages for occupation without rent, the Court will make the following orders:
 - a. Judgement for the Claimant against the Defendant;
 - b. The Claimant is entitled to possession of the lands occupied by the Defendant at All and Singular that piece of land situate in the Ward of Moruga, in the Island of Trinidad comprising twelve point zero two eight hectares be the same more or less delineated and coloured pink in the plan registered Volume 6128 Folio 389 being portion of the lands described in the Crown Grant in Volume 431 Folio 129 and also described in the Certificate of Title in Volume 3857 Folio 81 and bounded on the North by Rochard Douglas Road Trace 20.12 metres wide, by Kungal Road 2.12 metres wide and by Lot 2 on the South by Lot 2 by lands of Bissessar Maraj and by Lot S1 on the East by Kunjal Road 2.12 metres wide, by Lot 2 and by Rochard Douglas Trace 20.12 metres wide and on the West by Gopaul Branch Trace 6.04 metres wide, by Lot S1, by Rochard Douglas Trace 20.12 metres wide and intersected by Cumuto River with a Ricer Reserve 1.51 metres wide (hereinafter referred to as "the larger lands") by virtue of Certificate of Title in Volume 6128 Folio 393.

- c. The Defendant is to give up possession of the Claimant's land occupied by the Defendant on or before 1st June 2025.
- d. The Defendant his servants and/or agents or however otherwise from entering onto or remaining on the said tenanted lands and/or the said larger parcel or any part thereof after 1st June 2025.
- e. The Defendant to pay the Claimant's Costs assessed in the sum of \$14,000.00.

/s/ Westmin James
Westmin R.A. James
Judge