



CARIBBEAN COURT OF JUSTICE

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CCJ SETTLES DIVISION OF MARRIAGE PROPERTY CASE

Port of Spain, Trinidad. In the case of *Rosemarie Ramdehol v Haimwant Ramdehol*, the Caribbean Court of Justice (CCJ) ruled that a ‘without prejudice’ agreement, made on 12th September 2007, between the Ramdehols was clear, had been agreed upon, and was therefore binding. Before their marriage ended in 1998, the Ramdehols were partners in a successful auto sales business. In 2007, they agreed to negotiate a division of their matrimonial and business assets. Mr. Ramdehol submitted that this agreement was made with the ‘without prejudice’ letter.

The letter stated Mrs. Ramdehol would pay him the sum of US\$262,500 in exchange for transferring his share of the jointly-owned assets to her. Mr. Ramdehol said that the transfer was made but he was not paid the agreed sum. He said that the only payments he had received from her were repayments of a loan, as well as the proceeds of the sale of a car which he had asked Mrs. Ramdehol to sell.

Mrs. Ramdehol submitted that their agreement was renegotiated after September 2007, however, she could not provide correspondence between their attorneys to substantiate this new agreement. She submitted a letter, written by a new attorney and dated January 2010, addressed to Mr. Ramdehol’s attorney disputing the obligation to pay the US\$262,500. In that letter, she set out the alleged terms of the renegotiated agreement and contended that she fulfilled her contractual obligations. She said that the new agreement was that Mr. Ramdehol would be paid GY\$25 million and that she has already paid him in excess of this sum.

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At trial, Mrs. Ramdehol also submitted that there could have been no agreement in September 2007 as the correspondence was ‘without prejudice’ and no formal agreement had been drawn up and signed by the parties. She further submitted that she had no knowledge of the letters being sent by her former attorney as she had terminated his services, and even so, the letter being relied on by Mr. Ramdehol was not written by that attorney but by one of his partners.

Mrs. Ramdehol’s appeal to the CCJ raised three primary issues: (a) could the “without prejudice” letter be used as evidence of an agreed contract between the parties; (b) were the funds paid by Mrs. Ramdehol, and received by her husband, payment for the property settlement agreement; and (c) whether any contractual agreement between the parties ought to reflect the application of the practice and statute as it related to the division of matrimonial property.

The Court stated “the terms of the contract were thus sufficiently certain. We therefore agree with the courts below that the contract, evidenced by the 12th September 2007 letter and later acts of part performance, is enforceable”. The Court relied on the fact that Guyana’s Married Persons (Property) Act gives those who are divorcing complete autonomy to settle the division amongst themselves by contract. The Court also found that the funds received by Mr. Ramdehol were repayments of a loan and from the sale of a vehicle.

The Court ordered that Mrs. Ramdehol should pay US \$262,500, in settlement of the property division, to Mr. Ramdehol. This sum is subject to deduction of monies already paid, if any, in fulfilment of the Mr. Justice Persaud’s order from June 2012. The judgment of the Court is available, along with a judgment summary, on the CCJ’s website at www.ccj.org.

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