CARIBBEAN COURT OF JUSTICE

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THE CCJ ALLOWS APPEAL IN GUYANA LAND DISPUTE AND SETS ASIDE COSTS ORDER

Port of Spain, Trinidad and Tobago. On Tuesday, 3 November 2026, the Caribbean Court of Justice (CCJ) delivered judgment in *Janet Hassan v Romanie Gouveia [2026] CCJ 16 (AJ) GY.* The appeal concerned the ownership and the right to possess land in Guyana. In particular, the Court examined whether a signed receipt constituted a binding agreement for the sale of land. Ultimately, the CCJ allowed the appeal in favour of Ms Hassan and restored the trial judge's order dismissing Ms Gouveia's claim for possession.

In 1990, Eric Sue signed a receipt recording payment of GYD 2,235 by Ms Hassan's husband, Abdool Hassan, 'for the use of' the land. The receipt recorded 'Full Payment' and contemplated the construction of houses. It also stated that the land was reserved for road straightening and that 'no transport can be issued'. In Guyana, a 'transport' is a legal document that records ownership of land or immovable property, similar to a title deed. Ms Gouveia, the executrix of Eric Sue's estate and the transported owner of the land, brought an action for possession in the High Court. The trial judge dismissed her claim, finding that the receipt was authentic and was evidence of a binding agreement for the sale of the land from Eric Sue to Abdool Hassan. The Court of Appeal reversed that decision, treating the receipt as a mere licence or permission to occupy only, and ordered that Ms Hassan give up possession on or before 1 December 2025, and pay costs in the sum of GYD 175,000.

Ms Hassan appealed to the CCJ, and the Court held that the receipt, read objectively and as a whole, evidenced an agreement to sell the land. The CCJ was satisfied that the factual matrix, the contractual context, and the textual context, when taken together, all led to the conclusion that the Court of Appeal had fallen into error in construing the receipt as a mere licence. The CCJ reasoned that the Court of Appeal had placed undue weight on particular words without sufficiently considering the wider factual and contractual contexts in which the receipt was created. In particular, the CCJ noted that the reservation for straightening of the Essequibo Road, and the

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undisputed fact that Eric Sue was not the transported owner, provided a compelling explanation as to why no transport could be issued. The Court, therefore, allowed the appeal and restored the trial judge's order dismissing Ms Gouveia's claim for possession.

In addition, although the Court of Appeal had, in a separate application before it, granted permission to Ms Hassan to appeal to the CCJ, it had refused to grant a stay of the order that Ms Hassan give up possession on or before 1 December 2025. It also made an award of costs of GYD 300,000 against Ms Hassan. The CCJ reversed that costs award, observing that the Court of Appeal had given no reasons for an award exceeding the costs of the main appeal, although the application was routine and partly successful. The CCJ further noted that the award appeared excessive and disproportionate, stressing that arbitrary or significantly disproportionate costs orders could undermine access to justice and procedural fairness. Ms Gouveia was ordered to repay the sum of GYD 300,000 by 3 December 2026, and to pay Ms Hassan's standard costs before the CCJ and costs in the High Court and Court of Appeal.

The matter was heard by the Honourable Justices Rajnauth-Lee, Jamadar, Ononaiwu, Eboe-Osuji, and Bulkan. Mr Seenath Jairam SC, Mrs Abiola Wong-Inniss, Mr Joel Ross, Ms Akeeta Kingston, and Ms Paula Gomes appeared for the Appellant, and Mr Arudranauth Gossai appeared for the Respondent.

The full CCJ judgment is available on its website at www.ccj.org.

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About the Caribbean Court of Justice:

The Caribbean Court of Justice (CCJ) was inaugurated in Port of Spain, Republic of Trinidad and Tobago on 16 April 2005 and presently has a Bench of seven judges presided over by CCJ President, the Honourable Mr Justice Winston Anderson. The CCJ has an Original and an Appellate Jurisdiction and is effectively, therefore, two courts in one. In its Original Jurisdiction, it is an international court with exclusive jurisdiction to interpret and apply the rules set out in the Revised Treaty of Chaguaramas (RTC) and to decide disputes arising under it. The RTC established the Caribbean Community (CARICOM) and the CARICOM Single Market and Economy (CSME). In its Original Jurisdiction, the CCJ is critical to the CSME and all 12 Member States which belong to the CSME (including their citizens, businesses, and governments) can access the Court's Original Jurisdiction to protect their rights under the RTC. In its Appellate Jurisdiction, the CCJ is the final court of appeal for criminal and civil matters for those countries in the Caribbean that alter their national Constitutions to enable the CCJ to perform that role. At present, five states access the Court in its Appellate Jurisdiction, these being Barbados, Belize, Dominica, Guyana, and Saint Lucia. However, by signing and ratifying the Agreement Establishing the Caribbean Court of Justice, Member States of the Community have demonstrated a commitment to making the CCJ their final court of appeal. The Court is the realisation of a vision of our ancestors, an expression of independence and a signal of the region's coming of age.

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