



CARIBBEAN COURT OF JUSTICE

134 HENRY STREET

PORT OF SPAIN

REPUBLIC OF TRINIDAD AND TOBAGO

Telephone: (868) 612-5CCJ Fax: (868) 624-4710

Website: www.ccj.org

MEDIA RELEASE

(For immediate release)

No. 22:25

11 June 2025

CCJ REJECTS CLAIM FOR SERIOUS BREACH OF CONTRACT

Port of Spain, Trinidad and Tobago. On Tuesday, 10 June 2025, the Caribbean Court of Justice (CCJ) dismissed an appeal from Saint Lucia in the case of LCCV2024/003 *Exquisite Homes Limited v Geest Industries (Estate) Limited* against the decision of the Eastern Caribbean Supreme Court. The appeal concerned whether Geest Industries had committed a serious breach of a contract for the sale of land to Exquisite Homes before that land was compulsorily acquired by the Government.

In June 2019, Geest Industries contracted to sell to Exquisite Homes land registered as Parcel 314. Prior to the completion date of the contract, the Government compulsorily acquired Geest Industries' lands, including Parcel 314, in July 2019. At the Government's invitation, Geest Industries had submitted a proposal in August 2018 for the acquisition of its lands and the Government had approved the acquisition of those lands in March 2019, but the legal procedure for acquiring the lands remained to be done.

Exquisite Homes brought a claim in the High Court for damages for breach of contract and unlawful interference with contractual relations. Exquisite Homes contended that by inviting and negotiating with the Government for the compulsory acquisition of the land, Geest Industries had committed a repudiatory breach of the contract. A repudiatory breach is one that is so serious that it entitled Exquisite Homes to treat the contract as discharged. The trial judge determined that the agreement had been frustrated by the Government's compulsory acquisition of Parcel 314 before the completion date, with the result that Geest Industries was unable to transfer title and provide vacant possession to Exquisite Homes. The Court of Appeal upheld this ruling and found that Exquisite Homes had not presented any evidence of a repudiatory breach of the agreement by Geest Industries.

Before the CCJ, Exquisite Homes contended that the Court of Appeal was wrong to find no evidence of a repudiatory breach of the contract by Geest Industries before the Government's acquisition of Parcel 314. Exquisite Homes argued that Geest Industries did not fulfil its

contractual obligation to convey Parcel 314 due to its own fault, by negotiating a private agreement with the Government for the acquisition of its lands.

In delivering the judgment of the Court, the Honourable Mme Justice Ononaiwu agreed with the Court of Appeal's finding that Exquisite Homes had failed to provide evidence that Geest Industries had committed a repudiatory breach of the contract before the Government's acquisition of Parcel 314. The Court concluded that the evidence showed that Parcel 314 had been compulsorily acquired in conformity with the procedure under the Land Acquisition Act of Saint Lucia. The Court found no evidence of a private agreement between the Government and Geest Industries for the acquisition of its lands. The Court observed that the negotiations between the Government and Geest Industries for the purchase of those lands were part of the compulsory acquisition procedure specified under that Act. Until the Government actually took the legal steps to acquire, Geest Industries continued to be able to deal with its land. Accordingly, the Court dismissed the appeal and ordered Exquisite Homes to pay to Geest Industries the costs of the appeal.

The matter was heard before the Honourable Justices Anderson, Rajnauth-Lee, Barrow, Jamadar, and Ononaiwu. The Appellant was represented by Mr Horace Renison Fraser and the Respondent by Mrs Cynthia Hinkson-Ouhla, Mrs Esther Greene-Ernest, and Ms Carol Gideon-Clovis.

The full decision of the Court is available on www.ccj.org.

-End-

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 Adrian Saunders. 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.

For more information please contact:
The Public Education & Protocol Unit
Tel: (868) 612-5225 ext. 2260, 2246
Email: ccjcomm@ccj.org