

IN THE REPUBLIC OF TRINIDAD AND TOBAGO

IN THE HIGH COURT OF JUSTICE

Claim No. CV 2025-

BETWEEN

EASTMAN ENTERPRISE LTD

APPLICANT/CLAIMANT

AND

THE CEPEP COMPANY LIMITED

RESPONDENT/DEFENDANT

NOTICE OF APPLICATION



“ELECTRONICALLY FILED”

Nature of Case: Civil – Breach of Contract | Injunction

Advocate Attorney-at-Law: Larry N. Lalla S.C.
Bar No.: LAL1995018
Atticus Finch Attorneys-at-Law
#10 Warner Street,
Port-of-Spain
Tel: 628-1124
Email: larry.lalla@gmail.com

Instructing Attorney-at-Law: ST. CLAIR MICHAEL O'NEIL
Bar No.: ONS2010063
S.M. O'Neil & Associates Attorneys-at-Law
Portuguese Association Building
No. 50 Richmond Street.
Port-of-Spain
Tel: 241-7699
Email: s.m.oneilandassociates@gmail.com

KAREEM J. MARCELLE
Bar No.: MAK2022200
Guerra, Elder & Associates
#40 Alfredo Street,
Woodbrook
Port-of-Spain
Tel: 628-2029/8219
Fax: 622-6581
Email: kareemmarcelle17@gmail.com

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The Applicant, **EASTMAN ENTERPRISE LTD**, of #87 Sylbert Street, Success Village, Laventille, claims against the Respondent, **THE CEPEP COMPANY LIMITED**, a company incorporated under the Laws of Trinidad and Tobago having its Registered Office situate at #16 Factory Road, Ste. Madeleine, as follows:

1. An interim injunction restraining the Respondent, whether by itself, its servants, and/or agents, or howsoever otherwise, from giving effect to the termination of the Applicant's contract for the provision of services dated 28th day of October, 2022 and amended by way of Addendum dated April 23rd, 2025 or otherwise interfering with the Applicant's performance of the said contract, pending the determination of this matter.
2. An injunction restraining the Respondent, whether by itself, its servants, and/or agents, or howsoever otherwise, from taking any steps to appoint another contractor in place of the Applicant, or otherwise disrupting the continuity of the services provided by the Applicant, pending the determination of this matter.
3. Costs.
4. Any other relief which the Honourable Court deems fit in the circumstances.

A DRAFT ORDER THAT THE APPLICANT SEEKS IS ATTACHED.

The Grounds for the Application are as follows:

1. The Applicant is a limited liability company incorporated under the Laws of Trinidad and Tobago. The said company is a general contracting company providing essential services to the Respondent, The CEPEP Company Limited, for approximately seven (7) years.



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2. The Respondent, The CEPEP Company Limited, is a company incorporated under the Laws of Trinidad and Tobago and has as its core function the provision of meaningful employment for the most vulnerable in our society, specifically persons with the inability to obtain sustainable employment and who are lacking any particular skillset.
3. On 17th September, 2018, the Applicant and the Respondent entered into a contractual agreement with CEPEP Company Limited for one (1) year. Under this contract the Claimant was contracted by the Defendant to undertake and perform environmental protection, enhancement works, waste removal and disposal services.
4. This contractual agreement continued/ renewed 5th September, 2019 for a further two (2) years.
5. On the 28th day of October 2022 the parties entered another contract, similar to that of 2018 and 2019.
6. Later, by way of an addendum dated 20th April, 2023 the said 2022 agreement was modified and extended to expire 20th September, 2026.
7. By way of a further addendum dated 23rd April 2025, the said agreement dated 28th October 2022 was modified and extended to expire on 20th September, 2029.
8. At all times the Claimant was contracted by the Defendant to provide services as set out and noted under clauses 5 and 6 of the agreements.
9. At all times the Claimant's contracts were specifically tailored to align with the unique nature of the Respondent's core function, enabling the Applicant to provide crucial employment opportunities to a significant number of individuals who would otherwise face substantial barriers to employment.





10. Throughout the Applicant's tenure as a contractor with the Respondent, they have consistently provided satisfactory services and have not been the subject of any issues or complaints regarding the quality or delivery of said services.

11. On or about the 23rd day of April 2025, the Defendant presented to the Claimant and the parties executed an Addendum to the Agreement between the parties. This Addendum amended Clause 2.2 of the Agreement dated 28th October, 2022 and stated *inter alia* that:

"Notwithstanding the provision of Clause 15 hereof, this Agreement shall be for a term of three (3) years subject to the outcome of the performance evaluations by the Company at the end of each period in accordance with Clause 7 hereof. The Date of Expiration of this Agreement shall be 20th September 2029."

.....

iii Any conflict between the provisions of this Addendum and those of the Agreement will be resolved in favour of this Addendum."

12. On June 27th 2025 the Respondent took action in fundamental breach of the contract between the parties.

PARTICULARS OF BREACH OF CONTRACT

Breach of Clause 2 of the Agreement (as superseded by the Addendums):

- A. On June 27, 2025, the Applicant received a notice from the Respondent purporting to terminate the Agreement pursuant to Clause 15 thereof.
- B. This action by the Respondent constitutes a breach of Clause 2 of the Agreement, as superseded by the Addendum of April 2025.

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Breach of Clause 15 (1) of the Agreement:

- A. Alternatively, the Respondent is in breach of Clause 15 (1) of the Agreement because no payment in lieu of notice was made to the Applicant.
- B. It is settled law that for payment in lieu of notice to have effect, the outstanding sum in lieu of notice must be paid simultaneously with the said service of notice.
13. The Applicant has at all material times diligently performed its obligations under the Agreement to the satisfaction of the Respondent (who at no time raised objections to the Applicant's performance or the performance of the Applicant's employees), ensuring the continuous provision of services and stable employment for its workforce.
14. As a direct result of the contract with the Respondent a significant number of persons are employed by the Applicant company, providing livelihoods for numerous individuals and their families who are dependent on them.
15. The abrupt termination of the Applicant's contract and the other contracts of other contractors have severe and immediate impact on the lives of several thousand persons (over 10,000 persons), including workers, their families, and by extension, the Applicant and the families of the Applicant's servants and/or agents.
16. The Applicant's representatives have personally witnessed CEPEP workers who work under the contract, struggle to make ends meet. Many of them are single parents. They have young children, some of whom are ill, who they work hard for in order to provide for them. Some of them have insurance to pay, loans, rent and other bills even mortgages.

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17. There are workers who are trying to rebuild their homes, their lives for themselves and their family.
18. There are workers who have accumulated vacation leave and maternity leave as a result of CEPEP policies over the years, who now, have lost those accrued benefits without notice. They too have been severely affected.
19. The Respondent's actions in terminating the Agreement were oppressive, unlawful, discriminatory, against natural justice, and against public policy.
20. The abrupt termination of the contract, along with others, will severely impact thousands of people, including vulnerable workers and their families, who have lost accrued benefits without notice. This breach of contract directly contradicts the Respondent's stated goals of expanding employment and supporting small businesses, potentially undermining its mission to build communities.
21. The Claimant is presently unable to get replacement work for its workers because of the present national economic conditions.
22. By pre-action protocol letter dated July 7th 2025 the Claimant called upon the Defendant to reinstate the 2022 contract.
23. In response to the said pre-action protocol letter Attorneys at Law for the Defendant responded by letter dated July 7th 2025.
24. In the Defendant's said letter its Attorneys at Law stated *inter alia*:



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“ 5. By addendum dated 23 April 2025 the agreement between CEPEP (**5 days before the General Election**) a further addendum was signed and dated 23 April 2025 which sought to extend the unexpired agreement until 20 September 2029. This is highly irregular and a cause for grave concern.

6. In order for us to properly respond, we seek an explanation from your client regarding the facts and circumstances that led to the sudden decision to extend the life of a contract that was due to expire on 20 September 2026, for a further period of 3 additional years. We are compelled to seek full and frank disclosure on this matter because our preliminary, early instructions suggest that there is a paucity of records at CEPEP pertaining to this extension and proper, established corporate protocols were not followed. There was no form of public tender, no opportunity for other contractors to bid and this was a preferential exercise of power without reference to the principles of transparency, accountability and good governance.

7. A public authority can renew contracts when the existing contract is about to or has in fact expired by effluxion of time. Indeed, this much is evident from the renewal history of your client's contracts with CEPEP. Usually, before this can be done however, there must be a proper evaluation and recommendation with a lawful justification from executive management for the Board to

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consider. In this case, most unusually, your client's contract was suddenly and inexplicably extended notwithstanding the fact that there was 513 days (over 16 months) left on the existing contract. In other words, there was simply no need to extend the contract as it had over 16 months left to run its course. Why the rush then?

8. The fact that this contract was renewed in highly suspicious circumstances has caused grave public disquiet and consternation. The failure to follow the correct procedure and protocol has given rise to reasonable grounds for suspicion that there may have been some form of illegal political corruption, nepotism and favouritism. We therefore anxiously await your client's explanation and disclosure regarding the unusual and suspicious pre-emptive extension or renewal of its contract.

9. As a public authority, our client has a duty to ensure that public funds are not utilized for an improper and political purpose in the pursuit of an illegitimate ulterior motive by using the window of opportunity prior to the general election to unlawfully cement and prolong a contract with CEPEP. We have been instructed that our client has received several reports from many public authorities that establish reasonable grounds to suspect that contracts that appear to have been hurriedly renewed prior to the general election were in fact purportedly renewed after the results of the general



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elections were announced and subsequently backdated. This was done to make it appear that the contracts were renewed prior to the election to disguise the illegal political conspiracy and corruption which had occurred”

25. The Court will be asked to infer based upon the above that the Defendant purported to terminate the Claimant’s contract without having conducted any proper investigation, without having any reason to believe that the Claimant had engaged in any wrong doing, without having any proper justification to so do and in bad faith.

26. For the reasons above, there are serious reasons to be tried.

27. Further, damages would not be an adequate remedy for the Applicant and its employees/CEPEP’s employees and their families as they would be severely injured by the Court’s failure to grant the injunction.

28. There will be no injury to the Respondent if the Honourable Court grants the injunction. The Respondent has the necessary budgetary allocations to continue the recurring cost of the Applicant’s contract. In fact, in the recent Mid-year Budget Review Debate in the First Session of the Thirteenth Parliament (2025/2026) and as confirmed in the **Report of the Standing Finance Committee of the House of Representatives on the Consideration of the Proposal for the Supplementation of Appropriation for the fiscal year 2025**, the Respondent’s former line Ministry has applied for a supplemental increase in its budget under “*Head 42: Ministry of Rural Development and Local Government*” and Line item

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"04/09/04 – Community Based Environmental Protection and Enhancement Programme – (CEPEP)" in the sum \$60,547,000.00 "to meet the cost of increased wages and for the payment of Contractor's Management fees to September 30, 2025. Further, to meet the cost of wages to twelve (12) additional contractors and their respective teams hired for the period April to September 2025". This simply meant that the budgetary allocation is sufficient, at minimum, to fund the Applicant's contract and all other contracts with its contractors until the end of the fiscal 2024/2025 year.

29. The balance of convenience and justice therefore lies in favour of granting the injunction to the Applicant.

UNDERTAKING

The Applicant by his said Counsel undertakes to abide by any Order the Court may make as to damages, in case the Court shall hereafter be of the opinion that the Respondent shall have sustained any by reason of this Order which the Applicant ought to pay.

KAREEM J. MARCELLE
INSTRUCTING ATTORNEY-AT-LAW AT LAW
FOR THE APPLICANT

Dated this 8th day of July, 2025

This Application will be heard in Hall of Justice, Knox Street, Port of Spain on the [DAY] day of [MONTH] 2025, at [TIME] am/pm at Harris Street, San Fernando before the



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