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Darshan Ramdhani, K.C.  
& Arudranauth Gossai  
Attorneys – At – Law  
221 ‘E’ South Road  
Lacytown, Georgetown  
Tel: 592-231-8892  
Email: [lglmind@yahoo.com](mailto:lglmind@yahoo.com);  
[gossailaw@gmail.com](mailto:gossailaw@gmail.com)

IN THE HIGH COURT OF THE SUPREME COURT OF JUDICATURE OF GUYANA  
(REGULAR JURISDICTION)

**2023-HC-DEM-CIV-FDA-1340**

BETWEEN: -

1. ROXANNE ALLEN
2. JUNIOR ELLIS
3. LASHONDA ELLIS



Applicants

-and-

1. THE ATTORNEY GENERAL
2. GUYANA SUGAR CORPORATION
3. CENTRAL HOUSING AND PLANNING AUTHORITY

Respondents

**WRITTEN SUBMISSIONS OF THE THIRD NAMED RESPONDENT**  
**(CENTRAL HOUSING AND PLANNING AUTHORITY)**

**Background**

1. The Applicants alleged in their Fixed Date Application that since around the year 1991, the 1<sup>st</sup> named Applicant was in possession of certain lands described as Lot

16 Block “X”, Herstelling / Mocha also known as Cane View, East Bank Demerara. [See *paragraphs 7 and 8 of the Affidavit of the 1<sup>st</sup> named Applicant.*]

2. The 1<sup>st</sup> named Applicant also alleged that between the years 1999 and 2001, officials from the 3<sup>rd</sup> named Respondent [Central Housing and Planning Authority (“CHPA”)] visited the lands at Cane View with the aim of regularizing the area and issuing Transports/Titles to the residents therein. [See *paragraphs 42 to 45 of the Affidavit of the 1<sup>st</sup> named Applicant.*]
3. The 1<sup>st</sup> named Applicants also alleged that around 2008/2009, officials from the CHPA visited Cane View and held a meeting with her and other residents (about 30 households) of Cane View. [See *paragraphs 46 and 47 of the Affidavit of the 1<sup>st</sup> named Applicant.*]
4. The Affidavit in Defence filed by the CHPA and sworn to by Mr. Gladwin Charles averred that Mr. Charles and other officials of CHPA met with the 1<sup>st</sup> named Applicant and other residents of Cane View after the residents visited CHPA on several occasions requesting CHPA to regularize their occupational status of Cane View. [See *paragraph 7 (h) (ii); (iii) and (iv) of the Affidavit in Defence of CHPA.*]
5. Mr. Charles further stated in the Affidavit in Defence that the meeting in 2008 was conducted by CHPA to gather information relating to whether the area [Cane View] could be regularized; ascertaining the owner of the lands; ascertaining the number of households and so on. [See *paragraph 7 (h) (v) and (vi) of the Affidavit in Defence of CHPA.*]
6. Mr. Charles further stated that at the said meeting in 2008, the residents were told not to extend existing structure or to construct any new structure as provision would have to be made for roads; drains, utility poles and so on. [See *paragraph 7 (h) (vii) of the Affidavit in Defence of CHPA.*]
7. Mr. Charles further stated that CHPA conducted a research which indicated that GUYSUCO owned the subject lands. This was a fact accepted by the Applicants in their Fixed Date Application.

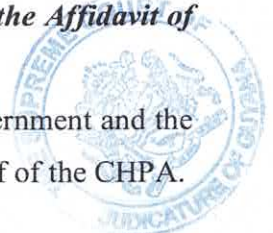
8. Meetings were subsequently held between the Government of Guyana and Guysuco in relation to Guysuco transferring the lands at Cane View to the CHPA. [*See paragraph 7 (h) (xiii) of the Affidavit in Defence of CHPA*].
9. From the year 2008 onwards CHPA exercised possession and control of the lands at Cane View after Guysuco agreed to transfer the lands to CHPA to facilitate the possible regularisation of those lands.
10. In the year 2009, an initial/occupational survey of the area was conducted by CHPA. This survey was done by Mr. Gerry Brathwaite, Sworn Land Surveyor and a copy of the Survey Plan prepared by Mr. Brathwaite is exhibited as “MG 9” to the Affidavit of the 1<sup>st</sup> named Applicant. [*See paragraph 7 (h) (xiv) of the Affidavit in Defence of the CHPA*].
11. On 19<sup>th</sup> January, 2011, after the initial survey was done, Guysuco wrote to CHPA giving its approval for the lands at Cane View (Herstelling) to be transferred to CHPA. [*See copy of the letter from Guysuco exhibited as “A” to the Affidavit in Defence of CHPA*].
12. In the year 2011, in further efforts towards the regularization process for Cane View, CHPA caused a sub-division survey to be done by Mr. Gerry Brathwaite. This sub-division was done on 20<sup>th</sup> April, 2011 and a sketch plan was prepared by Mr. Brathwaite. [*See copy of the sketch plan exhibited as “C” to the Affidavit in Defence of the CHPA*].
13. After the sketch plan was prepared, CHPA became aware, through the Department of Planning & Projects, Ministry of Public Works & Infrastructure, that the Cane View lands would fall directly within the required reserve of the new four-lane highway. [*See paragraph 7 (l) (iv) of the Affidavit in Defence of CHPA*].
14. Officials from CHPA thereafter met with the residents of Cane View, including the Applicants, and informed them that the possible regularization process would be halted for the reason that the Cane View lands fell within the reserve of the new four-lane highway. The residents, including the Applicants, were informed by officials from CHPA that the Government and CHPA would engage in discussions to relocate them (the residents) to other areas. The residents were also encouraged





to submit applications to CHPA for lands in other housing schemes. [See *paragraph 7 (l) (vi) to (ix) of the Affidavit in Defence of CHPA*].

15. After 2011, the residents of Cane View, at different times, met with officials at CHPA to discuss their relocation to other areas. [See *paragraph 7 (l) (x) of the Affidavit in Defence of CHPA*].
16. Up until the year 2021, all of the residents, including the Applicants, agreed to relocate to different areas and all the residents met with CHPA to discuss their relocation including the land to be allocated, and whether the Government will offer any form of compensation for their buildings and crops.
17. Importantly, the 3<sup>rd</sup> named Applicant, Lashonda Ellis, submitted an application to CHPA for a residential house-lot and same was approved by the CHPA and Ms. Ellis was allocated Parcel No. 352, Block 18, Plantation Grove. [See *paragraph 7 (l) (xi) of the Affidavit in Defence of CHPA*].
18. During 2021, about seven (7) residents of Cane View, including the Applicants, changed their initially agreed position to relocate and thereafter refused to relocate to any other area and refused to accept any form of compensation from the Government for their buildings, crops and livestock.
19. In the said year, 2021, officials from CHPA and the Government conducted meetings with the residents of Cane View and the residents were informed that they will be compensated for their buildings, crops and livestock and a parcel of land will be allocated to each home owner in one of the residential housing schemes owned by the CHPA. [See *paragraph 24 of the Affidavit of Rawle Aaron*].
20. At the said meetings, the residents were shown a presentation of the proposed four lane highway route from Eccles to Great Diamond which was projected to improve traffic flow, reduce congestion and to link communities along the East Bank Corridor. The residents were further informed that the proposed four lane highway would have significant impact on their existing structures in terms of noise, dust and potential physical damage to property. [See *paragraph 25 of the Affidavit of Rawle Aaron*].
21. The details of all of the meetings held among the CHPA, the Government and the residents are set out in the Affidavit of Rawle Aaron filed on behalf of the CHPA.



22. Following the meetings, CHPA caused valuations to be done for the homes, crops and livestock of the residents of Cane View. [*See copies of the Valuation Reports exhibited as "C" and "F" to the Affidavit of Rawle Aaron*].
23. All, save and except seven (7), of the residents accepted the compensation and relocation package offered by the Government and CHPA. The Applicants did not accept the compensation and relocation package despite the fact that the 3<sup>rd</sup> named Applicant applied for and was allocated a residential lot in Plantation Grove, East Bank Demerara.
24. In June, 2022, given the Applicants' refusal to remove, a Notice was served on the 2<sup>nd</sup> named Applicant, the head of his household and with whom the 1<sup>st</sup> and 3<sup>rd</sup> named Applicants reside, demanding that they remove from the lands. [*See copy of the Notice exhibited as "G" to the Affidavit of Rawle Aaron*].
25. The Notice in June, 2022 was followed by Public Notices published in the Guyana Chronicle newspapers on Wednesday, November 9, 2022; Friday, November 25, 2022, Saturday, November 26, 2022; Sunday, November 27, 2022, and Monday, November 28, 2022, demanding that the Applicants remove/vacate the subject land failing which CHPA would demolish the structures which remained on the lands. [*See copies of the newspapers' publications exhibited as "H" to the Affidavit of Rawle Aaron*].
26. In December, 2022 a further meeting was held with the Applicants and the four other residents who refused to remove from the lands and at this meeting a further plea was made by CHPA to those residents to remove. Additional compensation was offered to those residents but they still refused to remove. [*See paragraph 48 of the Affidavit of Rawle Aaron*].
27. In January, 2023 CHPA proceeded to take steps to clear the Cane View lands but prior to that CHPA provided transportation to the Applicants and the other residents to remove their personal belongings, animals and livestock from the lands. The Applicants and the other remaining residents removed their belongings, animals and livestock prior to the demolition exercise which took place in January, 2023. [*See paragraphs 54 and 58 of the Affidavit of Rawle Aaron*].



28. The Applicants thereafter instituted these proceedings claiming several reliefs against the CHPA and the other Respondents.

**CHPA's authority to exercise control over the land**

29. As stated above, after research was done by CHPA it was discovered that the Cane View lands were owned by Guysuco. This was a fact accepted by the Applicants in their Fixed Date Application, hence the reason Guysuco was named as a party in these proceedings. The Applicants in fact alleged in their pleadings that Guysuco did not intervene to stop CHPA from carrying out the demolition exercise in January, 2023.
30. The Applicants in their Written Submissions sought to challenge Guysuco's ownership of the lands but the Applicants are bound by their pleaded case and ought not to be allowed to change their case or advance a new case through written submissions. [See **Rahaman v AG** 73 WIR 274; **Jacqui Quinn-Leandro et al v Dean Jonas et al** 78 WIR 216 @ paras. 31; 54; 55]].
31. Notwithstanding the above, it cannot be disputed that Guysuco owned the subject lands pursuant to Transport No. 448 of 1892 (in the name of Demerara Company Limited) and **Order No. 56 of 1975** made under the **Vesting of Property (Acquisition of Purchase) Act 1975**.
32. It is also undisputed that Guysuco gave the CHPA written authority to exercise possession and control of the lands at Cane View. [See **paragraph 5 and Exhibit 'B' of the Affidavit of Radha Krishna Sharma**].
33. Further, CHPA exercised possession and control of the lands since the year 2008 without any objection or interference by the Applicants. In fact, the Applicants and other residents of Cane View requested CHPA to exercise control and possession of the lands in an effort to regularize their [the residents] status on the lands.
34. It is therefore, respectfully, quite disingenuous for the Applicants to now challenge CHPA's authority over the lands when it was the Applicants [and other residents] who invited CHPA to visit the lands and to take control of the lands.
35. In addition to the express authority of the owner of the lands, CHPA is clothed with statutory authority pursuant to **section 11** of the **Housing Act, Cap. 36:20** to acquire

land or buildings or an interest therein for all or any of the purposes of an approved scheme.

36. As stated in the Affidavit in Defence of CHPA, and accepted by the Applicants, in 2008 CHPA began preparatory works to regularize the ownership of the lands at Cane View.
37. Given the foregoing, it is therefore clear that CHPA acted within the confines of the law and with legal authority when it took possession and control of the lands in the year 2008.

**Title by Adverse Possession**

38. The Applicants alleged that they would be entitled to a declaration of title by adverse possession, however, this alleged entitlement would be defeated by the Applicants' own pleaded case and by the operation of law.
39. According to the Applicants, CHPA began exercising control of the lands since 1999 with the aim of regularizing those lands in Cane View. This would have been approximately eight (8) years after the Applicant allegedly entered upon the land and commenced their occupation.
40. Based on the Applicants' own pleaded case, they have not established that they have exercised exclusive possession and control of the lands for the period of twelve (12) consecutive years.
41. Further, the Applicants have not carried out a survey of their own to demarcate the boundaries of the portion of lands which they occupied. [See **Hope – v – Hope** [1960] LRBG 104 per Luckhoo, C. J (Ag) @ p. 105; **Boston Dey – v – Komal Ramdharry** [2003] GLR 37 per Kissoon, J. A @ pp 44 – 45].
42. It was in fact the CHPA who caused a survey to be carried out on the subject lands.
43. Further, CHPA began to exercise control and carried out acts of “ownership” in relation to the subject land since the year 2008. These acts of ownership persisted uninterrupted until the year 2023. However, the Applicants alleged that CHPA has been exercising some level of control on the land since 1999. [See **Brandis v Craig** (1981) 30 WIR 136; **Garraway v Williams** (2011) 81 WIR 293].

44. Additionally, from and after the year 2011, pursuant to section 3 (2) of the **Title to Land (Prescription & Limitation) Act, Cap. 60:02, as amended**, State land, Government land and land wholly owned by State entities including companies and corporations could not be acquired by prescription.
45. The Applicants were not in adverse possession of the lands for twelve (12) years prior to 2011 and even if they were, no petition was filed prior to the year 2011 for the said lands and any alleged claim made after 2011 would be captured by the provisions of section 3 (2) of the **Title to Land (Prescription & Limitation) Act, Cap. 60:02**. [See also section 4 of the **Title to Land (Prescription & Limitation) (Amendment) Act, No. 6 of 2011**].
46. It is submitted that it is immaterial whether the legal interest/ownership by Guysuco was extinguished by the Applicants' possession. It is not accepted that the legal rights of Guysuco were extinguished. What is material is the operation of the law with regard to claiming title by adverse possession to lands owned by companies or corporations which are wholly owned by the State.
47. It is respectfully submitted therefore that the Applicants were not in exclusive possession and control of the lands for twelve years prior to 2011 and any claim to the lands after 2011 would be caught by the provisions of section 3 (2) of the **Title to Land (Prescription & Limitation) Act**.

**Whether CHPA acted ultra vires?**

48. Section 3 (1) of the **Housing Act** ("the Act") created the establishment of the CHPA and vest it with the powers and functions given under the Act.
49. Section 11 of the Act prescribe the powers of CHPA and section 11 (a) gives the CHPA the power to acquire land or an interest therein for all or any of the purposes of an approved scheme.
50. "Scheme" is defined in section 2 of the Act to mean a housing scheme, a slum clearance scheme, a re-development scheme and a scheme varying or revoking an existing scheme.





51. Section 11 (b) (iii) of the Act stipulates that the CHPA, with the approval of the Minister<sup>1</sup>, may acquire land or buildings, or any interest therein, in any area suitable for the purposes of a contemplated scheme. It was this power which was exercised by CHPA in this instant matter. It was not a power which CHPA could have exercised without the involvement and approval of the Minister.
52. However, as set out in the Affidavit in Defence of the CHPA, the contemplated scheme could not materialize due to the fact that the reserve for the new four-lane highway fell directly on the subject lands at Cane View.
53. The CHPA then determined that the Cane View land was in a zero-tolerance area and that the residents thereon would have to be relocated and the area had to be cleared of buildings and other such structures. [See paragraph 19 of the Affidavit of Rawle Aaron]. This was clearly a variation of the scheme originally contemplated and which falls within the definition of a 'scheme' as defined by section 2 of the Act.
54. CHPA then exercised its mandate under the Act to clear the area. These are powers given by section 22 of the Act. CHPA's power to vary a scheme or a proposed scheme must be seen in a purposive and practical context; the power to vary a scheme or a proposed scheme must therefore include a power to clear an area on which no residential houses can be built; it has been the policy of the CHPA to deem such areas 'zero-tolerance' area, without designating them to be 'slums'.
55. The residents, including the Applicants, were given four (4) options regarding relocating to residential communities, namely (1) those residents with concrete structures can build on the land allocated, (2) those with wooden structures, the structures would be removed free of charge to the land to be allocated, (3) they were given an opportunity to select a house and land in Plantation Prospect and (4) they can be relocated to a lot in any other housing scheme. [See paragraph 29 of the Affidavit of Rawle Aaron].
56. Several meetings were held by CHPA with the residents, including the Applicants, to further discuss and to put into motion the compensation package to the residents along with their relocation.

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<sup>1</sup> Our Emphasis



57. The Applicants who had initially agreed to relocate then changed their agreed position and refused to relocate to another area.
58. The CHPA, in June, 2022 served a Notice of Removal on the 2<sup>nd</sup> named Applicant, personally and as head of the household of the 1<sup>st</sup> and 3<sup>rd</sup> named Applicants, demanding that they remove from the Cane View Lands.
59. This Notice of Removal was followed up by the publication of Demolition Notices in the newspapers in November, 2022.
60. Section 22 of the Act gives the CHPA the power and discretion to issue a 'Demolition Notice'. Whilst this power and discretion are tagged to an area which is designated a 'slum area', it is submitted that it applies with equal force to an area deemed a 'zero tolerance' area and the purpose of this provision is to give CHPA the power to demolish structures which cannot remain in certain areas, in this case, 'zero-tolerance' areas.
61. Thus, in the said November, 2022 Demolition Notices were published in the newspapers indicating that CHPA would have no choice but to demolish those structures which are not removed voluntarily.
62. In issuing this Notice, CHPA complied with all the provisions of the Act with regard to Notice to the Applicants; opportunity for the Applicants to be heard and to make representation. CHPA took steps to procure valuations; Identifying alternatives lands and proposing voluntary compensations packages to assist in removal and relocation.
63. All of this was done in good faith and the CHPA relies on the presumption of regularity. Any claim of mala fides on the part of the CHPA in the administration of the Act must be proven by the Applicants. The Applicants have failed to establish such mala fides. [See Attorney General v KC Confectionery Ltd (1985) 34 WIR 387; Mohanlal Bhagwandeem v Attorney General 64 WIR 402].
64. Through their conduct, the Applicants made it unequivocally clear that they were not prepared to vacate the lands and that they would not vacate the land. It was for this reason, that the CHPA proceeded to demolish the Applicant's structure on the land after the Applicants removed their belongings. The CHPA acted reasonably



and in good faith having regard to the manner in which the CHPA conducted the removal exercise.

65. Based on all the circumstances of this case, CHPA complied or at least substantially complied with the provisions of the Act. [See Re Aubrey Norton [1996-98] GLR 373 @ pp.379-380; Joseph Hamilton v Guyana Elections Commission No. 40-M of 2001 per Bernard, CJ].
66. It is respectfully submitted, based on the foregoing that the CHPA acted, at all times, within the confines of the law and in particular the Act and the Applicants have failed to show that CHPA acted ultra vires the Act or any other law.

#### Property Rights of the Applicants

67. The Applicants alleged that their right to property was contravened by the CHPA. The Applicants premised this relief on the basis that they acquired a right/title to the land by adverse possession. However, as submitted earlier, the Applicants were not in adverse possession of the lands at Cane View for the statutory period of twelve (12) consecutive years. The Applicants' own pleaded case establish that the CHPA entered upon the land in 1999/2001 with the aim of regularizing those lands.
68. Further, as stated earlier, the Applicants would be faced with the statutory hurdle of section 3 (2) of the Title to Land (Prescription & Limitation) Act.
69. The relief claimed herein is therefore misconceived and without merit and should be refused.

#### Natural Justice & Protection of the Law

70. The Applicants alleged that the CHPA failed to provide due process to them and that CHPA violated the procedural requirements which were to be followed prior to a demolition exercise.
71. As stated in the Affidavit in Defence of the CHPA and the Affidavit of Rawle Aaron, and as set out above, the CHPA followed the procedure outlined in the Act and availed the Applicants multiple opportunities to be heard and to make representations but the Applicants refused to avail themselves of these opportunities or to make representation to the CHPA except to demand the outrageous and unreasonable sums of \$65,000,000.00 and \$150,000,000.00,



respectively, as compensation. [See *paragraph 48* of the *Affidavit of Rawle Aaron*].

72. The Applicants, not availing themselves of the opportunity to be heard and to make representation ought not to be allowed to advance an alleged claim of breach of due process. This is compounded by the fact that the 3<sup>rd</sup> named Applicant availed herself of the opportunity to be relocated and was allocated a residential lot in a different housing scheme (Plantation Grove). [[See *Air Services Limited et al v Attorney General et al* [2021] CCJ 3 (AJ)].
73. This relief for damages for breach of due process is misconceived and unsupported by the facts and law.

**What is ‘inhuman and degrading treatment’ that grounds the grant of Constitutional relief?**

74. The Applicants alleged that the CHPA and other Respondents violated their right to protection from inhuman and degrading treatment when the Respondents used an excavator to demolish the Applicants’ personal property and community, and to crush and bury their belongings.
75. In this regard, it is useful to refer to the case of *Ianthe Harding v The Superintendent of Prisons and the Attorney General* [2001] ECSCJ No. 3 where the Eastern Caribbean Court of Appeal stated that the words ‘inhumane and degrading treatment should be given their natural and ordinary mean. Delivering the judgment of the Court, Justice of Appeal Satrohan Singh stated:

*‘Inhuman punishment or other treatment means or requires punishment or treatment which causes a minimum level of intense physical or mental suffering, whether or not inflicted deliberately or intentionally, or results in the complete or substantial deprivation of the elementary necessities of life over an extended period of time.’*

76. There is a minimum threshold. In this case the Applicants have failed to show a case that rises to this threshold. What intense physical or mental suffering has occurred? Has there been *substantial deprivation of the elementary necessities of*



*life over an extended period of time?* These questions must be answered in the negative.

77. Here the CHPA was carrying out a lawful function and was acting reasonably in all the circumstances. The Applicants knew that lawful efforts were being made to remove them. They resisted this in the most unequivocal manner.
78. The Affidavit of Rawle Aaron clearly outlined all the steps taken by CHPA to relocate all of the residents of Cane View, including the Applicants, prior to the demolition exercise. Rawle Aaron further deposed that prior to the demolition exercise the Applicants, utilizing the transportation services provided by the CHPA, moved their belongings and livestock to another location. [See *paragraphs 54 and 58* of the *Affidavit of Rawle Aaron*].
79. It would be useful to set out in detail the steps taken by CHPA prior to and during the demolition exercise and these steps were outlined in the Affidavit of Rawle Aaron at *paragraphs 52 to 59 therein*:

*52. Apart from any other consideration, CHPA became concerned for the safety and well-being of the Applicants and the few other residents who refused to move, and CHPA pleaded with these persons, in the interest of their own safety, to remove from the area but they refused to remove.*

*53. Several days before the demolition exercise commenced, CHPA made arrangements for a social worker from the Ministry of Human Services to be on site to ensure that appropriate measures were taken regarding the protection of any minor children who may be around the demolition site.*

*54. CHPA also made arrangements for trucks to be made available to remove the livestock of the occupants where necessary and to take them to alternative locations.*

*55. The CHPA took into account all of the factors relevant for the said relocation including, but not limited to, adequate notice for the removal, the safety and welfare of the occupants, compensation for*



*their personal properties, displacement costs, issuing of house lots, financial assistance to relocate and so on.*

56. *Neither the CHPA nor the Ministry of Housing operated in any high-handed or unlawful manner as alleged by the Applicants or at all and the Fixed Date Application filed herein is mischievous and should be dismissed.*
57. *Additionally, prior to 5<sup>th</sup> January, 2023, CHPA made an attempt to demolish the remaining buildings but were prevented from doing so by the occupants of the said buildings who attempted to ignite the excavator, threw a substance on the operator of the excavator, and even laid on the ground to prevent the excavator from working.*
58. *Also, prior to the demolition exercise, livestock belonging to the 1<sup>st</sup> named Applicant were removed by the 1<sup>st</sup> named Applicant to another location.*
59. *On 5<sup>th</sup> January 2023, after all attempts by CHPA to relocate the remaining occupants failed and their being non-compliance with the Notices, the CHPA proceeded to demolish the remaining seven (7) buildings including the building of the 1<sup>st</sup> named Applicant. Temporary access bridges to Block 'X', Cane View, Plantation Herstelling were dismantled to prevent damages to persons who chose to enter the area during the demolition exercise.*
80. Further, CHPA did not commit any acts which may be tantamount to or considered to be inhumane and/or degrading and this allegation by the Applicants is bereft of any facts in support thereof.

**Exemplary Damages**

81. It is respectfully submitted that the Applicants' submissions with regard to exemplary damages is fanciful and without merit.
82. The CHPA did not act fraudulently as Guysuco was the owner of the lands at Cane View pursuant to Transport No. 448 of 1892 and **Order No. 56 of 1975** made under





the *Vesting of Property (Acquisition of Purchase) Act 1975*. Further, no particulars of fraud were pleaded in the Fixed Date Application filed by the Applicants.

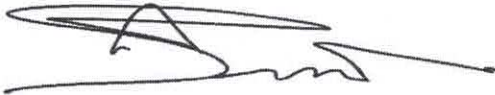
83. Additionally, as submitted above, the CHPA acted in compliance or at least substantial compliance with the provisions of the Act and did not act in any unlawful, inhumane, degrading or high-handed manner.

**Conclusions**

84. Based on all of the foregoing, it is respectfully submitted that the Fixed Date Application filed herein by the Applicants should be dismissed with costs to the CHPA.

*All of the foregoing respectfully submitted.*

Dated this 10<sup>th</sup> day of April, 2024.



Darshan Ramdhani, K.C.

Arudranauth Gossai

Attorneys -at – Law for the 3<sup>rd</sup> named Respondent.



Darshan Ramdhani, K.C.  
& Arudranauth Gossai  
Attorneys – At – Law  
221 ‘E’ South Road  
Lacytown, Georgetown  
Tel: 592-231-8892  
Email: [lgmind@yahoo.com](mailto:lgmind@yahoo.com);  
[gossailaw@gmail.com](mailto:gossailaw@gmail.com)

**FORM 4B: BACKSHEET**

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