

DECISION WITH REASONS

1. The matter before the Court is an application to strike out the Fixed Date Claim filed on 9th September 2024 wherein the Claimants/Respondents advocate for several reliefs concerning the parliamentary seat of the First Defendant/Applicant. No grounds or other information relative to the basis of the claim have been articulated in the Fixed Date Claim. Accordingly, the First Defendant/Applicant applied to strike out the statement of case and seeks the following reliefs:
 - 'a. The application for an administrative order filed on 12th September 2024 is struck out.
 - b. Paragraph [14] of the affidavit of the 1st Respondent-Applicant, Eversleigh Rawle Warner, filed on 12th September 2024 is struck out.
 - c. Paragraph [26] of the affidavit of Sherfield Bowen filed on 16th September 2024 in support of the application for an administrative order is struck out.'
2. The central issue for determination is whether the failure of the Respondents to state grounds in the Fixed Date Claim form constitutes a fatal procedural defect warranting the striking out of the claim under the CPR.
3. Having heard the parties and considered the law I make the following findings:
 - i. CPR 56.3 is mandatory in language requiring that both the grounds of the claim and the nature of the relief sought must be clearly stated in the Fixed Date Claim. The Respondents claim form fails to meet the fundamental requirements of CPR 56.3. It lacks the necessary clarity and specificity, failing to articulate the grounds for the claim. The requirement to state the grounds of a claim is essential for procedural fairness. It ensures that both parties are fully informed about the nature of the dispute, enabling them to present their arguments effectively. Without a clear statement of the grounds, the Applicant is unable to adequately prepare his defence, and the Court is unable to make an informed decision.
 - ii. While the Court may have discretion to overlook minor procedural defects, the failure to state the grounds for a constitutional claim is a fundamental flaw that undermines the principles of procedural fairness. Constitutional claims often involve complex legal issues that require a clear and precise articulation of the alleged breaches and the relevant legal framework. Without such clarity, the defendant and the Court are unable to properly prepare and respond to the claim.
 - iii. The Respondents failure to comply with CPR 56.3 cannot be excused by the overriding objective of the CPR. As the Court of Appeal stated in **Browne v Sargeant ANUHAP2019/0038**:

'It is also well-known that the overriding objective is not a means by which a party or even the court can avoid clear procedural provisions in the quest to seek a desired outcome. Indeed, as the Privy Council stated in *The Attorney General v Keron*

Matthews, ‘...if the language of the rules admits of only one interpretation, it must be given effect’. The overriding objective, however, is a useful tool, in addition to the general context and purpose of the rules, when the court deals with questions of procedure and interpretation of the rules in cases that are not clear.’

- iv. The affidavits filed in support of the Fixed Date Claim are separate documents that must also comply with the rules of procedure. While the affidavits may provide additional information, they cannot cure the fundamental defect of the Fixed Date Claim Form, which fails to state the grounds for the claim. Moreover, certain portions of the affidavits, which rely on opinion evidence, are also subject to challenge in the strike-out application. This further highlights the importance of a properly drafted Fixed Date Claim Form that clearly articulates the legal basis for the claim.
- v. While the Respondents have suggested that an amendment could rectify the defect in the Fixed Date Claim Form, they have not provided any specific details regarding the nature of the proposed amendment. In the absence of such details, the Court cannot determine whether an amendment would be sufficient to cure the fundamental flaw in the Fixed Date Claim Form. The Court cannot speculate on the potential content of an amendment, especially when the Respondents have not provided any concrete proposals. It is incumbent upon the party seeking to amend a pleading to provide a clear and detailed explanation of the proposed changes. Without such information, the Court is unable to assess the feasibility and appropriateness of the amendment.
- vi. The Court's jurisdiction to hear a claim is predicated on the proper filing of a claim form that complies with the rules of procedure. A claim form that fails to meet these basic requirements is fundamentally defective and cannot form the basis of a legal action. It is also inherently prejudicial to the Applicant and the Court as the applicant is unclear of the case to be defended.
- vii. The Court has the inherent power to strike out a Statement of Case that fails to disclose a reasonable cause of action. In this particular case, the Claim Form, devoid of any substantive grounds, is clearly deficient and prejudicial to the Applicant.

IT IS HEREBY ORDERED:

- [1] The Fixed Date Claim Form and Affidavits in support are hereby struck out.
- [2] Costs to the Applicant in the sum of \$1,500.00.
- [3] The parties shall file skeleton arguments on or before 17th January 2025 regarding the application to strike out application filed by the Second Defendant.
- [4] The hearing of the application to strike out filed by the Second Defendant is set down for hearing for 14th February 2025 at 9.30 am.
- [5] The Applicant shall file this order.



5.12.24

BY THE COURT

REGISTRAR

