

SAINT LUCIA

THE EASTERN CARIBBEAN SUPREME COURT
IN THE HIGH COURT OF JUSTICE
(CIVIL)

CLAIM NO. 409/1999

BETWEEN:

JAMES WOODWARD JR.

Claimant

And

JOHN STANISLAUS

Defendant

Appearances:

Mr. Kenneth Monplaisir QC for the Applicant, The New India Assurance Co. (Trinidad & Tobago) Limited

Mr. Dexter V. O. Theodore for the Claimant.

2003: October 09
October 17

APPLICATION BY INSURANCE COMPANY TO BE DISCHARGED FROM FURTHER LIABILITY...SECTION 4 (2) OF MOTOR VEHICLES INSURANCE (THIRD PARTY RISKS) ACT NO. 24 OF 1988 REFERRED TO...CASE OF PRESIDENTIAL INSURANCE CO. LTD v STAFFORD 52 W.I.R. 448 CITED

DECISION

1. **HARIPRASHAD-CHARLES J:** The Applicant, The New India Assurance Company (Trinidad & Tobago) Limited (New India Assurance) is a Company carrying on business as an Insurer in Saint Lucia. It applies for an Order declaring that the payment of three hundred thousand dollars (\$300,000.00) on behalf of the Defendant, John Stanislaus

discharges the Company from further liability in accordance with Section 4 (2) (d) of the Motor Vehicles Insurance (Third Party Risks) Act, No. 24 of 1988 (the Act).

2. This application arises out of a fatal accident involving a young American woman. By consent order dated 13th January 2003, the Defendant was ordered do pay to the Claimant damages to be assessed. On 22nd January 2003, Saunders J. (as he then was) assessed damages in the sum of \$973,897.15 with interest and costs of \$50,000.00. On 5th March 2003, the Claimant applied for an order for payment of all sums paid into court by the Defendant. By an order dated 16th April 2003, it was ordered that the payment of \$300,000.00 as part payment of the judgment debt be paid to the Claimant.
3. On 15th April 2003, New India Assurance made the present application seeking a discharge from further liability on the ground that it had paid the limit of its liability in accordance with the Act. Mr. Monplaisir, Learned Queen's Counsel for the Applicant conceded that under Section 9 of the Act, New India Assurance would have to pay interest and costs to the Claimant. He also agrees with Mr. Theodore, Counsel for the Claimant that the Trinidadian case of *Presidential Insurance Co. Ltd v Stafford*¹ is settled authority for the payment of interest and costs.
4. Although Mr. Theodore is prepared to accept the interest and costs payable to the Claimant under the judgment, he is not totally satisfied with the payment of \$300,000.00. He submitted that pursuant to Section 4 of the Act, a policy of insurance is not required to cover-
 - (d) liability in respect of any sum in excess of \$300,000.00 *arising out of any claim by any one person* and
 - (e) liability in respect of any sum in excess of \$1,500,000.00 arising out of the total claims for any one accident for each vehicle concerned.

¹ 52 W.I.R.448

5. He vigorously argued that in this case, there is more than one claim and as such the limit of the insurer's liability to third parties is \$1,500,000.00 and by the payment of \$300,000.00 into court, New India Assurance has not discharged its liability fully.
6. While I found great force in Mr. Theodore's ingenious submissions, I am in agreement with Mr. Monplaisir, Q.C. that the court considered one claim and not a multiplicity of claims. The Order of Saunders J. is indeed very clear and precise.
7. In the premises, I will make the Order discharging New India Assurance from further liability in accordance with Section 4 (2) (d) of the Motor Vehicle Insurance (Third Party Risks) Act 1988 on condition that the Company pays the costs and interest as specified in the judgment on Saunders J. on 22nd January 2003.

INDRA HARIPRASHAD-CHARLES
High Court Judge

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