

**IN THE EASTERN CARIBBEAN SUPREME COURT:**

**IN THE HIGH COURT OF JUSTICE:  
CIVIL DIVISION**

**SAINT LUCIA**

**Claim No. SLUHCV2025/0320**

**BETWEEN:**

**INVEST SAINT LUCIA**

Claimant/Respondent

-and -

**MAYERS PRINTING COMPANY LIMITED**

Defendant/Applicant

**Before the Honourable Mr. Justice Alvin S. Pariagsingh**

**Appearances:**

Mr. Leslie Prospere and Mr. Reyhan Jean for the Applicant.

Ms. Marcellina Jouavel and Ms. Vanessa William for the Respondent.

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2026: February 18 – Hearing  
April 13 – Decision  
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**JUDGMENT**

**The Defendant/Applicant's notice of application to strike out**

Civil procedure – enforcement of judgment debt – application to strike out – judgment summons – whether CPR 26.3 applies to enforcement proceedings – Invest Saint Lucia Act, s.45 – statutory conversion of rent into judgment debt – whether enforcement mechanism exclusive (no) – Civil Code, Arts. 2111 and 2129 – prescription of rent – whether prescription bars enforcement after statutory judgment (no) – multiple enforcement steps – abuse of process (no) – judgment summons valid enforcement step – application dismissed with costs.

**INTRODUCTION:**

[1] **PARIAGSINGH, J:** - Before the Court is the Defendant/Applicant's application to strike out the Judgment Summons filed on 31 July 2025. The application is brought pursuant to Rule 26.3(1)(b) and (c) of the **Civil Procedure Rules (Revised Edition) 2023 ("CPR")**.

[2] The Applicant contends, in summary, that:

- 1) the Judgment Summons is procedurally improper because section 45 of the **Invest Saint Lucia Act**<sup>1</sup> (“**the Act**”) creates a complete and exclusive enforcement mechanism;
- 2) arrears of rent older than five years are barred or extinguished by prescription pursuant to Articles 2111 and 2129 of the **Civil Code of Saint Lucia**<sup>2</sup>; and
- 3) the Respondent’s repeated recourse to different enforcement methods constitutes an abuse of process.

[3] The Respondent opposes the application, contending that section 45 of the Act supplements the Respondent’s enforcement powers by elevating the rent arrears into a judgment debt enforceable as a judgment of the High Court and that the Judgment Summons is a lawful enforcement step under Part 52 of the CPR; that a final judgment cannot be struck out or vacated by way of CPR 26.3 application; that Articles 2111 and 2129 of the Civil Code are inapplicable as it governs the prescription of arrears of rent as a cause of action where no judgment has yet been obtained; and that all steps taken by the Respondent were enforcement measures directed at a single existing judgment debt and no step taken constituted duplication, inconsistency or abuse of process.

#### **BACKGROUND FACTS:**

[4] The Applicant occupied Factory Shell BE4 situate at the Bisee Industrial Estate in the Quarter of Castries and registered as Block 1050B Parcel 823. The parties’ relationship began informally on 1 March 1999 and was later governed by a written lease dated 18 April 2002, followed by implied monthly tenancies after the lease’s effluxion.

[5] The Respondent alleges rent arrears accrued from December 2004 to December 2022 in the sum of \$209,603.06.

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<sup>1</sup> Cap 15:24 of the Revised Laws of Saint Lucia.

<sup>2</sup> Cap 4:01 of the Revised Laws of Saint Lucia.

- [6] The Respondent served statutory notices demanding payment pursuant to section 45 of the Act on 29 November 2022, 16 January 2023, 18 February 2023, and 14 March 2023.
- [7] Owing to the Applicant's continued non-payment, on 2 February 2023 the Respondent registered a statutory judgment debt in the sum of \$209,603.06 in the Registry of Deeds and Mortgages as Volume 176A No. 226014 pursuant to section 45(6) of the Act.
- [8] The Judgment Debt Certificate was served on the Applicant on 7 February 2023.
- [9] The Respondent thereafter caused notice of the registration to be published in the Gazette on 20 March 2023 and a local newspaper on 8 March 2023 in accordance with section 45(8) of the Act.
- [10] In 2024 the Respondent commenced Civil Proceedings. Upon confirmation that a valid statutory judgment was already registered on 2 February 2023, the claim was voluntarily withdrawn and discontinued on 3 December 2024.
- [11] On 3 December 2024, the Respondent filed a without notice application for a Provisional Attachment of Debt order pursuant to CPR 50.3 to attach all debts due or accruing from 1<sup>st</sup> National Bank (St. Lucia) Limited to the Applicant in satisfaction of the statutory judgment debt registered on 2 February 2023. The order was granted on 29 January 2025 and served on the Garnishee and the Applicant on 13 February 2025.
- [12] On 26 March 2025, having considered the evidence given by the Garnishee that none of the accounts maintained by the Applicant in 1<sup>st</sup> National Bank contained sufficient funds to satisfy, whether in whole or in part, the outstanding judgment debt, the Respondent sought and obtained the leave of the Court to withdraw the Provisional Attachment of Debt application in order to pursue alternative methods of enforcing the debt owed by the Applicant.
- [13] On 31 July 2025, the Respondent filed a Judgement Summons under Part 52 of the CPR.

## THE APPLICATION AND THE RELIEF SOUGHT:

[14] By Notice of Application dated 10 November 2025, the Applicant seeks an order striking out “the claim” against it and costs. The stated grounds include: (i) the asserted exclusivity of section 45; (ii) prescription under Articles 2111 and 2129; and (iii) abuse of process based on multiple attempts to recover the same sum.

## ISSUES:

[15] I consider that the following issues arise for determination:

- 1) whether CPR 26.3 provides a proper basis to strike out a Judgment Summons (and/or to strike out enforcement proceedings generally).
- 2) whether section 45 of the Act creates an exclusive enforcement code, or whether registration results in a judgment debt enforceable through the ordinary CPR enforcement mechanisms, including Part 52.
- 3) whether Articles 2111 and 2129 of the Civil Code extinguish or bar enforcement of the debt once a section 45 judgment debt certificate has been registered.
- 4) whether the Respondent’s sequence of enforcement steps is oppressive or improper so as to constitute an abuse of the Court’s process.

## THE RELEVANT LAW:

[16] Section 45 of the Invest Saint Lucia Act provides that:

### **‘45. Recovery of rent**

- (1) Where any rent is due to Invest Saint Lucia, Invest Saint Lucia may, by notice, request the lessee to pay such rent within the period specified in the notice.
- (2) A notice under subsection (1) shall be served on the lessee personally or by leaving it in a conspicuous place on the land or premises which the lessee occupies.
- (3) A notice under subsection (1) shall be in the form set out as Form 1 in the Schedule.
- (4) Where the lessee, after being served with the notice, fails to pay the rent within the period specified in the notice, **the rent is deemed to be a judgement debt** due from the lessee, as defendant, in favour of Invest Saint Lucia, as plaintiff.

- (5) Execution for the recovery of the rent **may be issued** by Invest Saint Lucia in the manner set out in subsections (6), (7) and (8).
- (6) A certificate issued under the seal of Invest Saint Lucia stating the amount of the unpaid rent and the date on which it became due **may be registered like a judgement** in the Registry of Deeds and Mortgages and Invest Saint Lucia shall notify the lessee to this effect.
- (7) Where the judgement is satisfied by the lessee, a certificate of payment issued under the seal of Invest Saint Lucia may be registered in the Registry of Deeds and Mortgages and has the effect of discharging the judgement and such certificate shall be registered free of charge.
- (8) Where the judgement under subsection (6) is not satisfied within 28 days from the date of its registration, Invest Saint Lucia shall notify the lessee, and shall also notify in the Gazette and in a newspaper in Saint Lucia, at the expense of Invest Saint Lucia, that movables on the land, or at the premises, of the lessee may be taken in execution and sold for rent unpaid.
- (9) Invest Saint Lucia shall cause a copy of the notification referred to in subsection (8) to be affixed on or near the outer door of the office of Invest Saint Lucia as well as the district court office.
- (10) Where execution for the recovery of the rent is issued under subsection (8), the lease is deemed to be terminated between Invest Saint Lucia and the lessee.
- (11) Invest Saint Lucia is exempted from any liability for any action taken under this section.
- (12) In this section a reference to Invest Saint Lucia includes a reference to a body established under section 6(1)(b).’ [Emphasis Mine].

[17] In my view this section creates a statutory mechanism for recovery of rent due to Invest Saint Lucia. In material part:

- 1) after service of notice and non-payment, “the rent is deemed to be a judgement debt” (section 45(4) refers);
- 2) execution “may be issued” in the manner set out in subsections (6), (7) and (8) (section 45(5) refers);
- 3) a certificate under seal “may be registered like a judgement” in the Registry of Deeds and Mortgages (section 45(6) refers);
- 4) if not satisfied within 28 days, notification is to be given and movables may be taken in execution and sold (section 45(8) refers); and
- 5) where execution is issued under subsection (8), the lease is deemed terminated (section 45(10) refers).

[18] CPR 26.3 is a case management power permitting the court to strike out a statement of case where, among other things, it discloses no reasonable grounds or is an abuse of process. It provides that:

- (1) 'In addition to any other power under these Rules, the court may strike out a statement of case or part of a statement of case if it appears to the court that –
  - a) there has been a failure to comply with a rule, practice direction, order or direction given by the court in the proceedings;
  - b) the statement of case or the part to be struck out does not disclose any reasonable ground for bringing or defending a claim;
  - c) the statement of case or the part to be struck out is an abuse of the process of the court or is likely to obstruct the just disposal of the proceedings; or
  - d) the statement of case or the part to be struck out is prolix or does not comply with the requirements of Part 8 or 10.

(2) If –

- a) the court has struck out a claimant's statement of case;
- b) the claimant is ordered to pay costs to the defendant; and
- c) before those costs are paid, the claimant starts a similar claim against the same defendant based on substantially the same facts,

the court may on the application of the defendant stay the subsequent claim until the costs of the first claim have been paid."

[19] The Respondent contends that a Judgment Summons is not a statement of case, and CPR 26.3 is therefore not apt.

[20] Article 2111 provides that arrears of rents are prescribed by five years it provides:

'2111. With the exception of what is due to the Crown, all arrears of rents, including life rents, all arrears of interest, of house rent or land rent, and generally all fruits natural or civil are prescribed by 5 years.

This provision applies to claims resulting from emphyteutic leases or other real rights, even where there is privilege or hypothec.

Prescription of arrears takes place although the principal be imprescriptible by reason of precarious possession.

Prescription of the principal carries with it that of the arrears."

[21] Article 2129 states that in the cases mentioned in Article 2111 (and others) “the debt is absolutely extinguished, and no action can be maintained after the delay for prescription has expired” (subject to limited exceptions). It provides:

“2129. In all the cases mentioned in articles 2111, 2121, 2122, 2123 and 2124, the debt is absolutely extinguished and no action can be maintained after the delay for prescription has expired except in the case of promissory notes and bills of exchange, where prescription is precluded by a writing signed by the person liable upon them.”

### **Issue 1: Is CPR 26.3 the correct procedural vehicle?**

[22] The relief sought is to strike out the Judgment Summons. The Respondent argues that CPR 26.3 is directed at statements of case (pleadings) and does not apply to final judgments or to lawful enforcement steps taken pursuant to a judgment.

[23] The Applicant responds that, even if the Judgment Summons is characterised as an enforcement step, it is still a “proceeding” before the Court, and the Court may restrain or strike out proceedings improperly brought or outside the scope of the rules.

[24] In my view, the key question is not semantic, whether something is a “proceeding”, but whether CPR 26.3 is designed to apply to enforcement steps of this nature. A Judgment Summons under Part 52 is not a pleading. It does not formulate a cause of action for adjudication; it proceeds on the existence of an enforceable judgment debt and seeks enforcement.

[25] That said, the Court retains control over its own process and will not permit misuse of enforcement procedures. If the summons is demonstrably outside the scope of the CPR or is otherwise legally unavailable, the Court can refuse enforcement.

[26] It should also be noted that Counsel for the Applicant in its oral submissions before the Court submitted that had the Respondent filed a claim premised upon the statutory judgment, the Applicant would have had an opportunity to file a defence, adduce evidence and have the matter determined judicially. Counsel contended that, by reason of the enforcement mechanism employed, the Applicant had effectively been deprived of those basic fundamental rights. When pressed by the Court as to the juridical

character of a complaint that a party had been deprived of a legitimate defence or opportunity to be heard by operation of the legislation itself, counsel accepted that such a complaint ought properly to be advanced by way of constitutional proceedings.

[27] In response, Counsel for the Respondent submitted that there had been active engagement and correspondence between the Respondent and the Applicant, during which the Applicant could have disputed the sums claimed or advanced its defence of prescription. Counsel further submitted that, had the Respondent rejected the Applicant's position, it would have been open to the Applicant to challenge that decision by way of judicial review.

[28] The Court accepts that section 45 does not, on its face, prescribe any mechanism for determining the quantum of rent, nor does it provide for a hearing or a formal process by which liability may be contested before the debt is deemed to be a judgment debt. The Court also observes that Form 1 of the Act does not give notice that there will be enforcement by way of a judgment summons. Rather, the notice indicates that the Respondent will exercise its powers under section 45, which, on its face, contemplates registration of the judgment debt and, if the judgment remains unsatisfied for 28 days, movables may be taken in execution and sold for unpaid rent. Therefore, the notice is, to that extent, deficient, in that it does not clearly put the recipient on notice of the full extent of the enforcement consequences which may follow.

[29] However, no constitutional challenge to the validity of section 45 has been pleaded, and no relief has been sought on that basis. Neither does the Applicant seek judicial review of the decision of the Respondent. In fact, the Applicant submitted that the evidence establishes that the Respondent invoked the statutory mechanism under section 45 of the Act in full and therefore there was no challenge to the registration process. His complaint is, rather, having done so, enforcement by Judgment Summons is procedurally improper because section 45 of the Act creates a complete and exclusive enforcement mechanism.



[30] In those circumstances, the Court is guided by the principles restated by the Court of Appeal in **Dews Pro Builders Limited v Christopher K. Martin**<sup>3</sup>, namely that, it is settled law that parties to litigation are bound by their pleadings<sup>4</sup>, and fairness requires that the court determine only issues raised by the parties and not issues which in the court's opinion should have been raised.<sup>5</sup>

[31] In that case, the court referred to the decision of **George W. Bennett Bryon's & Co. Ltd v George Purcell**<sup>6</sup>, where the following statement of Sir Jack Jacobs in "Current Legal Problems. The Present Importance of Pleadings"<sup>7</sup> at pages 174-175 was relied upon:

"As the parties are adversaries it is left to each one of them to formulate his case in his own way, subject to the basic rules of pleadings. For the sake of certainty and finality, each party is bound by his own pleadings and cannot be allowed to raise a different or fresh case without the leave of the Court. Each party thus knows the case he has to meet and cannot be taken by surprise at the trial. The Court itself is as bound by the pleadings of the parties as they are themselves. It is no part of the duty of the Court to enter upon any inquiry into the case before it other than to adjudicate upon the specific matters in dispute which the parties themselves have raised by the pleadings. Indeed, the court would be acting contrary to its own character and nature if it were to pronounce on any claim or defence not made by the parties. To do so would be to enter upon the realms of speculation."

[32] Accordingly, it is not open to this Court, on the present application, to determine whether section 45 of the Act is unconstitutional or to undertake judicial review of the decision of the Respondent. In any event, although other persons may be joined as defendants<sup>8</sup>, a claim form seeking constitutional relief must be served on the Attorney General.<sup>9</sup>

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<sup>3</sup> ANUHCVP2025/0007 (delivered 11 March 2026), unreported.

<sup>4</sup> *ibid* at para [29].

<sup>5</sup> *ibid* at para [34].

<sup>6</sup> SLUHCVP2023/0012 (delivered 20 August 2024), unreported.

<sup>7</sup> Current Legal Problems (1960) Volume 13 Issue (1) 171.

<sup>8</sup> See *Richard Frederick et al v The Comptroller of Customs et al* SLUHCVP2008/037 (delivered 6 July 2009), unreported.

<sup>9</sup> CPR 56.9(2).

[33] The Court therefore confines itself to considering whether section 45 of the Act creates a complete and exclusive enforcement mechanism and whether the present enforcement step is barred by statute, prescription, or abuse.

**Issue 2: Does section 45 create an exclusive enforcement code?**

[34] The Applicant's central submission is that section 45 is a "bespoke" statutory regime which not only creates a statutory judgment but also prescribes a specific enforcement code culminating in seizure and sale of movables under section 45(8), and that this excludes further court-based enforcement measures.

[35] The Respondent argues, conversely, that section 45 supplements enforcement powers; once the statutory conditions are satisfied, the arrears assume the status of a judgment debt and are enforceable as a judgment, including via Part 52 of the CPR.

[36] The starting point is the statutory text. Section 45(4) is explicit: on non-payment after notice, "the rent is deemed to be a judgement debt". Section 45(6) permits the certificate to be registered "like a judgement". Section 45(5) provides that execution "may be issued" by Invest Saint Lucia in the manner set out in subsections (6)–(8).

[37] The use of "may" is permissive language. It is enabling rather than mandatory. The statute provides an available enforcement route; it does not state, in express terms, that the statutory method is the only method, nor does it expressly exclude recourse to ordinary court enforcement procedures once the debt is deemed to be a judgment debt.

[38] I accept the Respondent's submission that, once the statute deems the rent to be a judgment debt and permits registration like a judgment, the legislative intention is to confer judgment status on the debt, with practical consequences. The phrase "deemed to be a judgment debt" would be materially undermined if the creditor were confined to a single method of execution and denied access to the ordinary incidents of a judgment.

[39] The Applicant places weight on the point that the statutory judgment is not the product of judicial adjudication. That is true as a matter of origin. However, the statute itself

supplies the legal transformation. Section 45 does not merely create an administrative debt; it declares a legal status, judgment debt, upon satisfaction of statutory conditions.

[40] I therefore find that section 45 does convert qualifying arrears into a judgment debt. Once registered, it is enforceable “as a judgment” and is not confined exclusively to the seizure-and-sale route described in section 45(8).

[41] In those circumstances, the person against whom judgment has been entered is entitled to invoke all remedies ordinarily available to a judgment debtor, including the right to apply for a stay of execution, or for the variation or setting aside of the judgment.

**Issue 3: Does prescription defeat enforcement after registration?**

[42] The Applicant relies on Articles 2111 and 2129, arguing that prescription operates automatically to extinguish rent installments older than five years, and that statutory steps cannot revive what is extinguished.

[43] The Respondent’s answer is that Article 2111 governs actions for arrears of rent, not the validity of a statutory mechanism that converts arrears into a judgment debt; further, once registration occurs, the juridical character changes, and prescription applicable to the underlying rent cannot be used retrospectively to invalidate the judgment debt.

[44] In assessing this point, the critical premise is that section 45 does convert the arrears into a judgment debt upon satisfaction of its conditions and registration. Once that is accepted, the prescriptive regime applicable to “arrears of rents” is no longer directly answering the question before the court, which is enforcement of a judgment debt.

[45] Article 2129 speaks in terms of barring “action” after prescription expiry. The Judgment Summons is not an “action” to recover rent arrears as a primary claim; it is an enforcement step predicated on the existence of a judgment debt.

[46] Put simply, if the obligation has already been converted by statute into a judgment debt, the Applicant cannot treat the matter as if it remains merely a set of historic rent

installments and then invoke Article 2111 to roll back the legal status conferred by the Act.

[47] I also accept the Respondent's point that if the Applicant wished to contend that the statutory preconditions for section 45 were not met, or that the registration was unlawful because part of the amount had already prescribed at the time of registration, the proper course would have been a timely and direct challenge to the registration process, not a collateral challenge at the enforcement stage.

[48] Accordingly, I do not accept that Articles 2111 and 2129 operate, in this context, to invalidate or unwind the registered judgment debt certificate, nor do they bar the Respondent from pursuing enforcement of that judgment debt by lawful means.

#### **Issue 4: Abuse of process**

[49] The Applicant alleges abuse based on what it characterises as repeated attempts: statutory enforcement, subsequent civil proceedings, attachment/garnishment proceedings, and now a Judgment Summons.

[50] The Respondent contends that it has pursued one debt through lawful mechanisms and that sequential enforcement steps do not amount to abuse.

[51] I agree with the Respondent. The record, as presented, does not show relitigation of liability in a manner that is oppressive or unfair. It shows attempts to obtain satisfaction of the same debt through different legally available means, including withdrawal where an enforcement path proved unproductive (for example, where insufficient funds existed for attachment).

[52] The Court's concern in abuse cases is misuse of process—oppression, duplicative litigation, or attempts to secure unfair procedural advantage. On the evidence and the arguments placed before me, I am not satisfied that the Respondent's conduct crosses that threshold. The existence of multiple enforcement attempts does not, without more, establish abuse.

**CONCLUSION:**

[53] For the reasons above, I conclude that:

- 1) section 45 of the Act converts qualifying arrears into a judgment debt once its statutory steps are met and the certificate is registered, and the debt is enforceable as a judgment;
- 2) the Judgment Summons under Part 52 is a lawful enforcement step in respect of that judgment debt, and it is not rendered improper by the existence of the statutory mechanism;
- 3) the prescription provisions relied upon (Articles 2111 and 2129) do not, in this case, unwind or invalidate the registered judgment debt or bar its enforcement by lawful means;
- 4) the Respondent's successive enforcement steps, on these facts, do not amount to an abuse of the Court's process.

**ORDER:**

[54] For these reasons I make the following orders:

- 1) The Defendant/Applicant's Notice of Application to strike out is dismissed.
- 2) The Defendant/Applicant shall pay the Claimant/Respondent's costs of this application to be summarily assessed if not agreed within 21 days.

**Alvin Shiva Pariagsingh**  
**High Court Judge**

**By the Court,**

**Deputy Registrar of the High Court**