

**Shrijayanti Persaud v Nazir Ali**

**Case No. 12152017 – B-18**

**File No. for Referral to BOC – B-6-17**

**Hearing Dates: 18<sup>th</sup> November, 2018, January 2019**

**Commissioners Present: Chairman: Ronald Burch-Smith,  
Commissioners: Rosalie Robertson, S.C., Ramesh Seebaran, Pradeepa  
Bholanauth**

1. On 15<sup>th</sup> December 2017 the complainant, Shrijayanti Persaud of 50 Windsor Estates, East Bank Demerara made a complaint against her former contractor, Nazir Ali of 343 Tuschen, East Bank Essequibo concerning his failure to complete certain construction work he had contracted to do at the complainant's home at Windsor Estates.
2. The complaint was that in or around May 2017 the supplier was hired to renovate her home. There was a written agreement dated 23<sup>rd</sup> May 2017, which specified the work to be done and the time for completion as 1 month from commencement. There was oral evidence that the agreed initial period was 6 weeks. We were informed that the initial time was varied orally to include additional works and extended by 2 more weeks.
3. In the course of the commission's inquiry by the Consumer Affairs Investigator, the late Dillion Beckles, the supplier participated in the inquiry. He was served with notices about the commission's hearings, but did not attend either day.
4. The complainant's evidence was that Mr. Ali undertook work next door to her home despite her objections and thereafter paid less attention to her project and eventually quit when she refused to pay him more money as the work undone vastly exceed the remaining sum due. We formed the view

that Mr. Ali had underestimated the time and other relevant cost factors required to complete the job. It was however unnecessary for us to form firm conclusions on this aspect of the complaint and as such it was not relevant.

5. We were satisfied that he was paid a total of \$1,200,000 in total whereas the contract price was \$1,350,000 including the additional works. The commission hired an independent contractor to assess the extent to which the work was done, but by the time he visited, the work had been completed by another contractor.
6. The complainant caused another contractor (not the contractor who completed the work) to assess the work done by Mr. Ali and provide an estimate of the value of his work and the cost of completing same. This contractor Tulsiram Contracting Services provided an estimate that the value of the completed work was \$920,000 but based on certain defects 10% was discounted. The value of completed work was therefore given as \$828,000. The difference between the sum the supplier received \$1,200,00 and the value of completed work was estimated to be \$372,000 for which the complainant received no value.
7. We received in evidence copies of the written report from the complainant's contractor and details of how his computations were arrived at. The commission also had the benefit of oral evidence from an employee of the contractor who prepared the estimate. We were satisfied about his experience in the construction industry and accepted his report.
8. The supplier had a duty to complete the contract or to make alternative arrangements to the consumer's satisfaction. He has failed to supply a service for which he was paid. As such the consumer is entitled to a refund

of \$372,000 being the difference between what was paid by her and the value of the service received. She is entitled to this **under section 29** of the **Consumer Affairs Act**.

9. In accordance with **section 29 (2) (a & b)**, the Commission orders that the Complainant be refunded the sum of **\$372,000** within **28 days of this Order**.

10. In accordance with sections 96 and 98 the Commission advises that if the sum of **\$372,000** is paid, that further proceedings be stayed, otherwise the supplier should be sued for compensation **and** the Director of Public Prosecution be advised to prosecute the supplier for the offences committed under the Act, including failing to attend the commission's hearings in response to the summonses served on him.

**Dated 30<sup>th</sup> January 2019**

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Ronald Burch-Smith, Chairman

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Rosalie Robertson, S.C., Commissioner

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Ramesh Seebarran, Commissioner

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Pradeepa Bholanauth, Commissioner