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6<sup>th</sup> August, 2020

The Honourable Mohabir Anil Nandlall  
Attorney General and Minister of Legal Affairs  
Carmichael Street  
Georgetown

and

The Honourable Dr. Frank Anthony  
Minister of Health  
1 Brickdam  
Stabroek  
Georgetown

and

The Permanent Secretary  
Ministry of Health  
1 Brickdam  
Stabroek  
Georgetown

Dear All,

**RE: OCEAN VIEW HOTEL**

We act for Wilfred Rambarran, the sole shareholder of Ocean View Hotel Ltd, the owners of the property known as Block Lettered A, Lilliendaal, Demerara.

In early April, 2020, our client was approached by representatives of the Ministry of Health to lease the aforesaid property for the purpose of establishing a facility to create capacity to treat and otherwise deal with COVID-19 patients. The Government represented to our client that it urgently needed a facility to accommodate the expected increase in the number of COVID-19 patients as estimated by the PAHO/WHO. The Hotel was visited by a number of officials representing the State including doctors,



engineers, officers of the Guyana Defence Force, staff of the Ministry of Health and members of the COVID Task Force.

A tenancy agreement was reached with the Ministry of Health pursuant to which the Ministry was let into possession for a period of one (1) year at a monthly rental of \$13,000,000. The Government did not anticipate that it would have needed the Hotel beyond one (1) year.

Our client was told by the Permanent Secretary within the Ministry of Health to submit a draft written tenancy agreement, containing the terms which were agreed upon to be executed by the Government. Members of the Covid Task Force comprising several ministers of Government were aware of the basic terms of the lease.

The draft lease in writing was submitted to the Ministry of Presidency but it was never executed and no rent whatsoever was paid to our client for the use of the Hotel.

The Government later purported to issue a Notice of Compulsory Acquisition of the Hotel and has never engaged our client in negotiations for the purchase of the Hotel. The notice is unconstitutional and ineffectual in law. Compensation has not been assessed or paid to our client.

The Hotel remains the property of the Company which continues to be entitled to the use and enjoyment thereof as guaranteed by Article 142 of the Constitution.

The Hotel, excluding its contents, was assessed by the Chief Valuation Officer in October, 2018 at \$2,751,200,000.00 (two billion seven hundred and fifty one million two hundred thousand dollars) or US\$13,100,950.00 (thirteen million one hundred thousand nine hundred and fifty United States of America dollars). Our client had at the time of the purported notice of acquisition received offers exceeding US\$15,000,000.00. The appraisal report is attached.

In the circumstances, our client demands the payment of all arrears of rent due within fourteen (14) days of the date of this letter, failing which he will terminate the tenancy and take steps to recover possession of the property. He will continue to regard the purported notice of acquisition as having no effect. You are respectfully reminded that Article 142 of the Constitution safeguards our client's right to possession of his property.

Yours faithfully,



C.V. Satram  
Attorney-at-Law