

**IN THE HIGH COURT OF BELIZE**

**CLAIM No. Civ 67 of 2025 (No.1)**

**BETWEEN:**

**JEREMY ENRIQUEZ**

1<sup>st</sup> Claimant

**RUDOLPH NORALES**

2<sup>nd</sup> Claimant

**JESSICA TULCEY**

3<sup>rd</sup> Claimant

and

**ATTORNEY GENERAL**

Defendant

**ELECTIONS AND BOUNDARIES COMMISSION**

Interested party

**Appearances:**

Mr Anand Ramlogan SC the claimants

Mr Eamon Courtenay SC appearing with Iliana Swift for the defendant

Mr Godfrey Smith SC and Mr Hector Guerera appearing for the Elections and Boundaries Commission

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12 February 2025  
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**JUDGMENT**

*Constitution: section 90(1)(a) right to vote and section 3(a) right to protection of the law – Legitimate expectation - Election law – Representation of the People Act – Interlocutory application – injunction, mandatory and prohibitory remedies*

- [1] **HONDORA, J.:** In this matter, the claimants assert that the electoral boundaries set out in Schedule I of the Representation of the People Act (ROPA) are unconstitutional. They contend that if elections set for 12 March 2025 are held using the electoral boundaries set out in Schedule I of the ROPA, their rights to vote and protection of the law would be violated. They also contend that they have a legitimate expectation that the electoral boundaries would be redrawn before the holding of the next general elections. In sum, the claimants seek to stop the holding of the general election and for any future election to be based on revised electoral boundaries.
- [2] Drawing on these and other assertions, the claimants seek several orders by way of urgent interim relief pending the hearing of their substantive claim. These include, among others, orders:
- (a) requiring the Prime Minister to revoke the advice he gave to the Governor General regarding the dissolution of parliament;
  - (b) prohibiting the Governor General from making a proclamation for the holding of general elections pursuant to section 19 of the ROPA and acting on the basis of the advice given by the Prime Minister;
  - (c) prohibiting the Governor General from issuing the writ for the holding of elections pursuant to section 19 of the ROPA; and
  - (d) prohibiting the Attorney General from acting on the instructions given by the Prime Minister regarding any matter relating to the dissolution of parliament and the date set for the general election.

## **CONTEXT**

- [3] The claimants are Mr Jeremy Enriquez, Mr Rudolph Norales and Ms Jessica Tulcey. I outline below the claimants' case as set out in their claim form and the three applications for interim relief filed by Mr Enriquez. All three applications were filed within twenty-four to thirty-six hours of 10 February 2025. The reason why I recite all three will become clearer below.

### ***Claim form***

- [4] The claimants' thirty-four page fixed date claim form was signed by Mr Enriquez on **10 February 2025** and filed either on the **10<sup>th</sup> or 11<sup>th</sup> of February 2025**.<sup>1</sup> Included in the claim form is a

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<sup>1</sup> The reason why it is unclear when the fixed date claim form was filed is because the document on file has two date stamps. There is one on the bottom righthand corner that is marked 10-02-2025 08:20:31. There is a second on the top right corner of the pleadings digitally

Certificate of Truth signed by Mr Enriquez who indicated that all three claimants “*reside in different parts of Belize and [are] unable to personally attend to the law office in a timely manner to ensure that this claim is filed today.*” [Emphasis added]

[5] In his **undated** affidavit filed on **11 February 2025**, Mr Enriquez states that “*The Claimants’ address for service is in care (sic) of our Attorney-at-Law at 2118 Guava Street, Belize City, Belize.*” As confirmed by Mr Ramlogan SC in response to a question from the bench, that address belongs to the law firm, Messrs Estevan Perera and Company LLP. Mr Ramlogan SC did not say that the claimants are represented by two law firms or that he appears as counsel instructed by Messrs Estevan Perera and Company LLP. If that address is merely an address for service and on the material date(s), Mr Ramlogan and other lawyers working in his law firm were not in Belize, it is unclear why Mr Enriquez would (a) state that 2118 Guava Street is the address for his attorney-at-law; and (b) use that fact to explain the other two claimants’ failure to sign the claim form.

[6] In the claim form, the claimants assert that they are seeking “*redress pursuant to section 95 of the constitution of Belize against the Attorney General*”. For ease of reference, section 95(1) of the constitution provides:

“The [High] Court shall have unlimited original jurisdiction to hear and determine any civil or criminal proceedings under any law and such jurisdiction and powers as may be conferred on it by this Constitution or any other law.”

[7] Section 95 of the Constitution does not, of course, provide redress to litigants beyond affirming the court’s original and inherent jurisdiction to hear and determine any civil or criminal matters (***Azoulay v Registrar of Belize Companies and Corporate Affairs Registry***, CLAIM No. Civ 181 of 2024 at 42-46).

[8] That said, in the headnote citing the parties, the claimants indicate that they are suing the Attorney General pursuant to **section 42(5) of the Constitution**, which provides:

“Legal proceedings for or against the State shall be taken, in the case of civil proceedings, in the name of the Attorney-General...”

[9] In these proceedings, the claimants assert that they are suing the State of Belize. This was affirmed

by Mr Ramlogan SC during oral submissions and is affirmed by the brief details provided in the fixed date claim form, in which it is stated that:

“The claim concerns the anticipated breach of the Claimants (*sic*) constitutional rights by reason of the continuing failure and/or refusal by the State to ensure that the electoral boundaries of Belize have been redefined consequent upon proposals made by the Elections and Boundaries Commission in accordance with section 90 of the Constitution and the terms of a consent order entered into in private unrelated legal proceedings.” [Emphasis added.]

[10] In the same paragraph the claimants assert that:

“The State is under a constitutional duty to take...necessary steps to ensure that...electoral divisions are compliant with section 90(1)(a) of the Constitution which requires that each electoral division shall have as nearly as may be an equal number of persons eligible to vote. It has failed to do so.” [Emphasis added]

[11] In their fixed date claim form, the claimants seek the following relief:

- (a) A declaration that their constitutional right of protection of the law is likely to be breached unless the Defendant [the State of Belize], prior to the next general election, ensures that the boundaries for the thirty-one electoral divisions are redefined in accordance with section 90 of the Constitution.
- (b) A declaration that it would be illegal and unconstitutional for the State to hold the next general election on the basis of the existing electoral divisions as currently defined.
- (c) A declaration that the Claimants are entitled to exercise their right to vote in a general election that is based on lawfully constituted electoral divisions with boundaries that are redefined in accordance with the Constitution.
- (d) Pursuant to section 20(2) of the Constitution, such declarations and orders, writs and directions as the court may consider appropriate and just for the purpose of enforcing or securing the enforcement of the Claimant’s constitutional rights.
- (e) Damages, including vindicatory damages for the breach of the claimants’ constitutional rights.
- (f) Costs.

[12] In their claim form, the claimants also gave “*notice of their intention to seek urgent interim relief to prevent the next general election from being held on the basis of the current electoral boundaries for the electoral divisions.*” As noted above, the claim form was supported by an undated affidavit deposed by Mr Enriquez. That affidavit bears a stamp from the court office, which shows that it was filed on **11 February 2025**.

***First application for interim relief (with notice)***

[13] On **10 February 2025 at 08:18:52**, the claimants filed an application for an interim injunction with notice to the defendant. In that application, the claimants sought (and I paraphrase):

1. An order deeming the application for an interim injunction as urgent and requiring an expedited hearing.
2. An interim order directing the defendant to notify the claimants' attorneys in writing of any decision by the Prime Minister to dissolve parliament and to fix a date for the general election at least five (5) days in advance of the sitting of parliament.

[14] It would appear that the claimants sought those orders because they were not happy with the Attorney General's responses to their request that the Prime Minister give them (the claimants) advance notice of his decision to dissolve parliament.

[15] The claimants sought in the alternative (and I paraphrase) an order restraining the Prime Minister - pending the hearing and determination of the claimant's case as set out in the fixed date claim form - from:

1. advising the Governor General pursuant to section 84(1) of the Constitution from dissolving parliament.
2. advising the Governor General pursuant to section 85 of the Constitution on fixing the date for the general election.
3. depriving the claimants of their fundamental right to vote in democratic and constitutional elections by attempting to proceed in a fresh general election on current electoral boundaries.

[16] There is an additional remedy sought in **para. 3.d** of the "with notice urgent application", whose essence is similar to the remedy sought as outlined in para. **15.3 above**.

[17] In the alternative, the claimants sought what they called interim declarations in the following terms (which I paraphrase) that:

1. their constitutional right to protection of the law is likely to be breached unless the defendant (by whom, it must be assumed the claimants mean the country's parliament<sup>2</sup>) prior to the next general election ensures that the boundaries for the 31 electoral divisions are redefined in accordance with section 90 of the constitution.
2. it would be illegal and unconstitutional for the state to hold the next general election on the basis of existing electoral divisions as currently defined.
3. the claimants are entitled to exercise their right to vote in a general election that is based on

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<sup>2</sup> In this matter, the claimants claim that they are suing the State of Belize. However, they did not, as appears here, clearly stipulate which arm of the State of Belize would likely breach their constitutional right to protection of the law if the general elections were held using the electoral boundaries as set out in Schedule I of the Representation of the Peoples Act (ROPA). I shall return to this issue below.

lawfully constituted electoral divisions with boundaries that are redefined in accordance with the constitution.

- [18] The claimants also sought an order pursuant to Part 17.3(1) of the CPR requesting the court to:
- (a) dispense with the need for the filing of an affidavit in support of the application for interim relief; and
  - (b) permit the claimants “to rely upon the affidavit filed in support of their fixed date claim form”, i.e., to say, the undated affidavit attributed to the first claimant.
- [19] In addition to the above, the claimants also sought costs for senior and junior counsel.

***Matter placed on docket***

- [20] The claimants’ fixed date claim form and their application for urgent interim relief filed on 10 February 2025 at 8:18:52 was placed on my docket and brought to my attention on **11 February 2025** in the afternoon of what was the first day of an ongoing three-day trial. In the evening of 11 February 2025, I deemed the matter urgent and issued case management orders directing the Registrar to inform all parties to appear in open court at **11AM on 12 February 2025** for an in-person hearing of the claimants’ application. I issued the order for an inter-partes hearing because the application for interim relief stated that it was with notice to the defendant. That said, at that time, I was unaware that the claimants had filed on the same day and within a matter of hours two separate applications for interim relief but this time on a without notice basis. I only found out about these applications on 12 February 2025 during the hearing for the first application for interim injunctions.

***Second application for an interim injunction – without notice***

- [21] As noted above, on **11 February 2025 at 15:01:53**, Mr Ramlogan filed a second application for an interim injunction but this time on a without notice basis seeking the following orders:
1. an injunction - pending the hearing of the matter in the fixed date claim form - restraining the Prime Minister from:
    - (a) advising the Governor General from dissolving parliament pursuant to section 84(1) of the constitution;
    - (b) advising the Governor General from fixing the date for new general elections;
    - (c) depriving the claimants of their fundamental right to vote:
      - (i) by proceeding with elections utilising current electoral boundaries; and
      - (ii) until such a time when the electoral boundaries are redevised to be compliant with section 90 of the constitution.<sup>3</sup>

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<sup>3</sup> As noted above, this last request could have been better phrased for clarity of the remedy sought.

[22] Mr Ramlogan SC sought costs and an order pursuant to Part 17.3 of the CPR for permission to rely on (a) the affidavit filed in support of [the] fixed date claim form; and (b) the supplemental affidavit of Mr Enriquez filed in support of this second urgent application for interim relief. Mr Ramlogan SC explained in notice of application that it was neither possible nor practical to give the intended defendant notice as there was a real and substantial risk that the government would simply bring forward and expedite the announcements of the general election such that by the time the matter was heard it would be too late to secure the remedies they sought.

[23] In his affidavit dated **11 February 2025**, Mr Enriquez stated that he had been informed by all media houses in Belize that the Prime Minister intended to announce at 9AM on the same day the date on which the general election was to be held. Mr Enriquez explained that the Prime Minister had refused to give an undertaking that he would give the claimants advance notice of any such announcement, which explained why the claimants were seeking urgent interim relief on a without notice basis. In his view, the Prime Minister intended

“to steal a march on the Claimants by announcing the dissolution [of parliament] and fixing the date for general elections in the hope that it would disable the court from (sic) doing justice between the parties.”

[24] Mr Enriquez also stated that in his view the actions of the Prime Minister will:

“defeat the ends of justice and outmanoeuvre our constitutional claim unless the court urgently intervenes to grant the ex parte relief sought...”

[25] In his affidavit, Mr Enriquez also referred to a WhatsApp message, which he said he had received ridiculing his efforts and in which it is said that the government had “*outsmarted [him] and the courts.*” Mr Enriquez did not attach a copy of the said WhatsApp message. The relevance of this alleged WhatsApp message to his cause of action and remedies sought was not explained.

### ***Third/amended urgent application for an interim injunction***

[26] On **11 February 2025 at 01:38:09** Mr Ramlogan filed what is headed an “**Amended Urgent Application for an Interim Injunction (without notice)**”<sup>4</sup>. This was a second application for an interim injunction without notice and the claimants’ third application for interim relief.

[27] In this application, the claimants sought an order ruling that the application was urgent and should

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<sup>4</sup> There is also on the same pleading an e-signature from the Apex e-filing system, which states that the document was filed and/or uploaded on **11 February 2025 at 19:39**. It is unclear why the two timestamps differ.

be listed for an expedited hearing. The claimants also sought several orders pending the determination of the claim set out in the fixed date claim form, which I paraphrase below, i.e.:

- (a) an order of mandamus directing the Prime Minister to revoke the advice he gave to the Governor General under sections 84 and 85 of the constitution, i.e., on the dissolution of parliament and the fixing of the date for the general election.
- (b) an injunction prohibiting the Governor General from making a proclamation for the holding of the general election pursuant to section 19 of the Representation of the People Act acting on the advice of the Prime Minister.
- (c) an injunction prohibiting the Governor General from issuing writs pursuant to section 19 of the Representation of the People Act for the holding of the general election.
- (d) an injunction restraining the defendant or his servants or agents (which it would appear is reference to the Attorney General) from acting on the advice of the Prime Minister to the Governor General dissolving parliament and fixing the date for the holding of the general election.

[28] Like the requests made in the other two applications, Mr Ramlogan SC sought an order for the claimants to be permitted to rely on the affidavit said to have been filed in support of the fixed date claim form. He also requested that reference be made to Mr Enriquez's supplementary affidavit, which I assume means the affidavit dated 11 February 2025, which appears to bear the signature and stamp of N. Carla Sebastien, a Commissioner of the High Court. Learned Counsel also sought costs for senior and junior counsel.

[29] In support of this third application, the claimants sought to rely on:

- (a) the certificate of urgency;
- (b) the fixed date claim form;
- (c) Mr Enriquez's affidavit; and
- (d) the Notice of Application for interim relief with notice.

[30] In the grounds submitted in support of the interim relief, Mr Ramlogan SC stated (and I paraphrase) that:

- (a) On 10 February 2025 at 4:30PM, the claimants' attorney was informed that the Prime Minister had declined to give the claimants the undertaking, which they had requested, regarding the dissolution of parliament and the fixing of the date for the holding of general elections.
- (b) At **8:11PM on 10 February 2025**, the claimants uploaded their "documents" on the e-filing portal and promptly emailed the Registrar that they were seeking an urgent hearing for interim relief before the Prime Minister made his intended announcement.
- (c) At approximately **8AM on 11 February 2025**, the Registrar communicated with Mr Ramlogan SC and confirmed receipt of the uploaded pleadings and that those had been forwarded to the Chief Justice for assignment to a High Court Judge.

(d) At around **11:35AM on 11 February 2025**, the claimants received a press release from the media, which it is said was issued by the Prime Minister stating that the Prime Minister had advised the Governor General to (i) dissolve the National Assembly on **11 February 2025**; and (ii) issue writs for the holding of general elections on Wednesday **12 March 2025**, with **Monday, 24 February 2025** listed as Nomination Day.

[31] Mr Ramlogan SC also indicated that these developments forced the claimants “*to amend the terms of the interim relief*” and to seek an urgent hearing in the interests of justice. He also indicated that he sought “*urgent injunctive relief based on the judgment of the Privy Council in **Brantley v Constituency Boundaries Commission** [2015] UKPC 21.*”

[32] In an attached draft order, learned senior counsel sought orders as set out in **para. 27 above**.

## **DISCUSSION**

[33] As noted above, in the evening of 11 February 2025, I directed that the claimants’ application be heard on 12 February 2025 at 11AM. At that time, there was only one application for interim relief and the claimants had indicated that it was “*with notice*” to the defendant. The other two applications for interim relief, which were disclosed during the inter-partes hearing and in which the claimants sought without notice interim relief fell logically to be determined in the same set of proceedings set for the morning of 12 February 2025.

[34] I will now turn to address the evidence presented in support of the application for interim relief.

### ***Affidavit evidence***

[35] While CPR 11.8(3) provides that an applicant need not give evidence in support of an application unless if that it required by a Rule, a practice direction or a court order, situations where an application would be granted without affidavit evidence are likely to be rare and their facts exceptional in nature. In most cases, evidence must be led demonstrating an applicant’s locus standi, cause of action and their claimed entitlement to the remedies sought. In acknowledgment of this reality, the claimants filed affidavit(s) in support of their application for interim relief. However, as I explain below, those affidavits do not comply with the rules set out in CPR 30 and are consequently inadmissible as evidence of the assertions made therein.

[36] The law and rules on affidavit evidence are contained in Part 30 of the Civil Procedure Rules (CPR) and need not be restated here. I shall, however, refer to key provisions of Part 30 that are material

to my decision.

[37] Set out below are the material deficiencies with Mr Enriquez's first affidavit:

- (a) Contrary to CPR 30.2(e)(v), the first affidavit attributed to Mr Enriquez, which consists of 110 paragraphs, does not contain the date on which it was sworn.
- (b) Contrary to CPR 30.3(1) and (2), the first affidavit does not distinguish between assertions of fact and assertions of information and belief, and the source of any matters of information and belief.
- (c) Contrary to CPR 30.5(1)(c), there is no statement on the face of the affidavit affirming that it was "*completed and signed by the person before whom the affidavit was sworn or affirmed*".
- (d) Contrary to CPR 30.5(1)(d), the said affidavit does not "*contain the full name, address and qualifications of the person before whom it was sworn or affirmed.*"

[38] Relatedly, Mr Enriquez's affidavit bears a signature next to the following statement: "SWORN by JEREMY ENRIQUEZ at *Belize City, Belize*". Next to that statement on the righthand side is a signature and underneath that signature is the name "Jeremy Enriquez". And beneath that name and signature are the words "Before Me," which is followed by a signature and the words "Commissioner of the Supreme Court". Underneath that signature is a circular stamp bearing the name **N. Carla Sebastian**, Belize, Commissioner of the High Court."

[39] The area on the affidavit bearing Jeremy Enriquez's apparent signature is a shaded rectangular shape. The area bearing the signature and stamp of N. Carla Sebastian is a shaded square shape. Relatedly, the typeface, point size, weight and colour of the font used for Jeremy Enriquez's name and the words "Commissioner of the Supreme Court" are to the naked eye different from each other and from that used in the affidavit. Similarly, the words "*Belize City, Belize*" are written in blue ink whose hue is different from that used for purposes of Jeremy Enriquez's signature. It is also different from that used for purposes of the Commissioner of the Supreme Court's signature.

[40] Mr Jeremy Enriquez's signature and the signature of the Commissioner of the Supreme Court as well as the latter's stamp were, in my view, superimposed on (i.e., digitally added to) the said affidavit. There would be no need for superimposition of Mr Enriquez's signature and the Commissioner's signature and stamp on the affidavit if the same had been contemporaneously signed by Mr Enriquez in person before the stated Commissioner and the Commissioner had also

done so in person. If it is the case that both Mr Enriquez and N. Carla Sebastian opted to use digital signatures as opposed to personally signing the pleadings, that, in my view, would be an extraordinary state of affairs that was not brought to the attention of the court and the reason for so doing not explained in the affidavit.

[41] Relatedly, while possible, it is unclear if the Commissioner's first name is "N". The Rules are clear on the need for the commissioner's full name to be used when commissioning and authenticating documents to be used in litigation. Further, there is not on the affidavit a jurat, i.e., a statement authenticating the affidavit (see CPR 30.5). Although different jurisdictions use different formulations, the jurat must provide at least the following:

- (a) the full name of the commissioner/notary;
- (b) their full address;
- (c) a statement that the deponent appeared personally before them and that they (the commissioner/notary) satisfied themselves through specified means that the deponent is who they say they are;
- (d) a statement identifying the document to be certified and that has been signed in their presence by the deponent and a statement affirming the authenticity of the document being certified/notarised; and
- (e) a statement affirming that deponent acknowledged that (i) they personally executed the document; (ii) they acknowledged the truthfulness of the contents of the document; and (iii) they acknowledged their signature on the affidavit.

[42] In my judgment, Jeremy Enriquez's first affidavit is not in compliance with the peremptory rules set out in CPR 30. Consequently, the said affidavit is not admissible as evidence of the assertions contained therein. In this regard, I agree with the decision of my brother judge, HHJ Goonetilleke in the case of *Henkis v Attorney General*, Claim No. CF 737 of 2024, paras.15- 20, where he held that an affidavit that does not comply strictly with the rules on affidavit evidence is inadmissible as evidence of the assertions made therein.

#### ***Supplemental affidavit***

[43] Unlike the first affidavit, Jeremy Enriquez's supplemental affidavit is dated, i.e., it bears the date 11 February 2025. However, as with the first affidavit, the supplemental affidavit suffers from all the other

deficiencies highlighted above (**see para. 41 above**) in relation to the Jeremy Enriquez's first affidavit. In addition, the exact same copies of both Jeremy Enriquez and N. Carla Sebastian's signatures were also digitally superimposed onto the affidavit, i.e., the same digital template signatures were used to complete the supplemental affidavit.

### ***Exhibits***

- [44] Relatedly, the exact same copy of N. Carla Sebastian's digital template signature and stamp were also digitally superimposed on:
- (a) a document headed "Affidavit of Jeremy Enriquez, Exhibit A"; and
  - (b) a document Notice headed "Exhibit J.E.24", but the exhibit is not attached.
- [45] In sum, in this matter, I hold that the affidavits and exhibits used in support of the application for interim relief were not validly signed and authenticated. Somebody, and it is not clear who, digitally inserted on Mr Jeremy Enriquez's affidavit the latter's signature as well as the signature and stamp for an N. Carla Sebastian, a Commissioner of the High Court.
- [46] It is unclear and unexplained why duplicate signatures would be digitally superimposed on the affidavits and other materials used both by the deponent and the commissioner if the affidavits and "Exhibit "J.24"" were signed on the relevant dates, at the same time and in the physical presence of both parties. There is more than a whiff that someone was given digital copies of the deponent's and the Commissioner's signatures and inserted those in the affidavit said to be that of Mr Enriquez and the other documents used in this matter. If that be the case, it raises numerous questions of who did that, and under what authority did they do so, and why they did consider it necessary and appropriate to use digital template signatures.
- [47] It ought to be recalled that Mr Ramlogan SC requested permission to appear for the 12 February 2025 hearing via video link because, as he said, he was not in Belize. He also indicated that the address that he gave for service was not his office address but the address for Messrs Estevan Perera. As noted above, Mr Enriquez indicated in the fixed date claim form (see page 70 of 72) that the other two claimants were "*unable to attend the law office in a timely manner to ensure that this claim is filed today*", by which he meant 10 February 2025. This suggests but it is by no means conclusive that Mr Enriquez was assisted by someone else (and potentially at the alleged law firm) in Belize in the drafting, completion and filing of the pleadings and other material filed in this matter.

Mr Ramlogan SC was not in Belize on the material dates of 10-11 February 2025.

[48] In view of these inexplicable anomalies, it would be improper to presume the truthfulness and accurateness of the contents of the affidavits filed in this matter and to use them in determining the claimants' application for interim relief. Following the exclusion of the affidavits, there is not before me any coherent application on which interim relief can properly be considered and a decision made upholding the reliefs claimed. Consequently, I dismiss the application for interim relief on the grounds that it is inadequately pleaded and is not supported by any admissible and coherent evidence that would sustain a claim for interim relief on the stated grounds.

[49] In view of this court's concerns regarding the affidavit evidence and the exhibits produced in this case I order that Mr Ramlogan write to the Registrar within two (2) days of the date of this judgment on:

- (a) whether he (Mr Ramlogan SC operates an office and a legal practice in Belize;
- (b) his (Mr Ramlogan SC's) arrangements, if any, with Messrs Estevan Perera and Company LLP regarding these proceedings, and if that be the case, the full details of those arrangements and why those arrangements were not disclosed to the court and in the pleadings filed of record;
- (c) the processes utilised in the drafting, signing, authentication and filing of all affidavits, related pleadings and exhibits filed in this matter and the role that he (Mr Ramlogan SC) and/or all other relevant parties played in respect to each of the forestated stages/processes, the pleadings and related exhibits;
- (d) the origin/source of and the reason behind the use of the template digital signatures used and attributed to Jeremy Enriquez and N. Carla Sebastian and why they were inserted into the relevant affidavits, pleadings and exhibits and by whom, when and how (this is to say, Mr Ramlogan SC is required to address the issue of the superimposition of digital template signatures onto relevant pleadings and other related documents used in these proceedings); and
- (e) the steps taken by Mr Ramlogan SC in these proceedings to ensure that the drafting, signing, authentication and filing of all specified affidavits, pleadings and exhibits filed of record were carried out in a manner that fully complied with the law, the CPR and his obligations to the court.

- [50] Further orders may be issued in this matter pertaining to the drafting, signing, purported authentication and filing of pleadings in this matter. Without passing judgment on the pleadings and documents filed in this matter, I should stress the general principle that it would be an abuse of this court's process for a person to knowingly procure and use in litigation proceedings digital template copy signatures to complete court processes such as claim forms, affidavits and other materials to avoid having parties personally signing relevant documents. This principle mitigates against the risks of fraud on the court and pleadings being filed by third parties not entitled to do so.
- [51] On the facts of this matter, I hold that the claimants have not demonstrated an entitlement to the interim relief they seek. This is due in part to the absence of necessary affidavit evidence that demonstrates the claimants' locus standi, a prima facie cause of action, i.e., an arguable case, and consequently an indication of some realistic prospects of success that would entitle them to the interim relief they claim pending the hearing of their main matter as set out in the fixed date claim form.
- [52] Further, the **second and third claimants'** claims stands to be dismissed on the ground that there is no proof, save the unsworn and non-authenticated statement by the first claimant (Mr Enriquez), that they agreed to be added as parties to the litigation as it relates to the applications for interim relief. Whether the second and third claimants continue as parties to the main claim as set out in the fixed date claim form will depend on how that case is prosecuted by the claimants.

***Contentions on alleged concession and constitutionality***

- [53] The above notwithstanding, I am also of the view that even if the contents of the first claimant's affidavits were taken into consideration, the application for interim relief as presented does not demonstrate that the claimants have an arguable case that Schedule I of the ROPA is unconstitutional and/or that their right to vote and/or right to protection of the law are at risk of being violated if the elections take place as scheduled on Wednesday, 12 March 2025.
- [54] The law and rules on interim relief applications is set out in section 34(1) and (2) of the Senior Courts Act and the jurisprudence is well settled in this jurisdiction. Reference can be made to the locus classicus that is ***Belize Telemedia Limited v Speednet Communications***, Civil Appeal No. 27 of 2009. That case referenced and adopted the now well-established principles laid out in the well-known case of ***American Cyanamid v Ethicon Limited*** [1975] 1 All ER 504. Also relevant is the

dicta set out in **National Commercial Bank Jamaica** [2009] UKPC 16, which in my view continues to represent the law and practice in Belize.

- [55] Mr Enriquez's case is based on the following grounds i.e., that (a) the attorney general conceded in **Smith v The Attorney General of Belize and the Election and Boundaries Commission**, Claim No 55 of 2019 that the electoral boundaries in Schedule 1 of the ROPA are unconstitutional; (b) the electoral boundaries outlined in Schedule I of the ROPA breach section 90 of the constitution; and (c) that since those electoral boundaries are unlawful and unconstitutional, their use in the general election would breach their right to vote and right to protection of the law. I shall address each in turn.

*Alleged concession*

- [56] It is the claimants' case that the Attorney General conceded in the **Smith** case that the electoral boundaries contained in Schedule I of the ROPA are unconstitutional and that the concession was made part of the consent order settled and perfected in that matter. Learned senior counsel also points to HHJ Nabie's statement at para. 75 of her decision in the **Smith** case in which the honourable judge wrote that "*the court...has a role to play if a proper case is mounted under section 20 of the Constitution.*" That statement was made regarding the claimants' application for an order, among others, that Schedule I of the ROPA was unconstitutional. HHJ Nabie dismissed the application on the grounds that the claimants had approached the court for permission to enforce the terms of the consent order and that the declaratory, mandamus and injunctive orders sought were new matters and did not arise from the terms of the consent order, which the claimants in that matter sought to enforce.

- [57] In Mr Ramlogan SC's written submissions, he states that:

"The claimants contend that the Defendants are not only ignoring a serious breach of the Constitution, by failing to implement the recommendations contained with the Consent Order – which was based on an express acknowledgment and concession of unconstitutionality – but are actively engaging in a further unlawful election, by requiring the Electoral Commission to authorise illegitimate elections based on this concession of unconstitutionality." [Emphasis added]

- [58] It is unclear who the defendants are that Mr Ramlogan SC refers to so since in this case there is only one substantive defendant cited. That said, has Mr Enrique demonstrated a prima facie case that in legal proceedings before this court, the attorney general (in his capacity as the representative of the government in legal proceedings) acknowledged and conceded the point that the electoral

boundaries set out in Schedule I of ROPA were unconstitutional?

[59] Regrettably, I do not share Mr Ramlogan SC's view that the attorney general made any concession as alleged regarding the constitutionality of Schedule I of the ROPA. For ease of reference, I restate the provisions of the consent order that was settled by the parties, approved by HHJ Chabot, and perfected on 18 May 2022 by the Registrar. It is common cause between the parties that Mr Enriquez was not a party to those proceedings. The relevant consent order states:

**"IT IS BY CONSENT ORDERED THAT:**

1. All further proceedings in this claim be stayed upon the terms set out in the Schedule hereto except for the purpose of carrying out those terms into effect.
2. Liberty to apply as to carrying out such terms into effect.

**SCHEDULE ABOVE REFERRED TO**

- 1) The Parties acknowledge that given the current distribution of registered voters in Belize it is necessary for the Elections and Boundaries Commission to consider the distribution of voters and make recommendations for the amendment of the First Schedule to the Representation of the People Act to re-define current electoral boundaries.
- 2) The Elections and Boundaries Commission shall identify and explain in a written report its recommendations and all proposals considered necessary for re-districting as provided by the Belize Constitution generally and section 90 of the Belize Constitution in particular, and shall share the report with the Claimants on the date the report is laid before the National Assembly or the 17<sup>th</sup> July 2023, whichever is earlier, or such other extended date as agreed between the parties.
- 3) The First Defendant shall cause the preparation of a draft bill pursuant to section 90 of the Belize Constitution to amend the First Schedule of (sic) the Representation of the People Act to reflect the recommendations of the Elections and Boundaries Commission as made in its said report, and the Elections and Boundaries Commission shall lay the proposals before the National Assembly before July 31<sup>st</sup>, 2023.
- 4) The parties agree that in this process, the Defendants shall consult the guidelines set out in the Court's EXPERT REPORT OF SEAN P. TRENDE dated October 14, 2020.
- 5) The Defendants shall bear the reasonable costs of the Claimants to be taxed if not agreed."

[60] The contention that contained in the consent order is an "express acknowledgment and concession of unconstitutionality" by the attorney general regarding Schedule I of the ROPA is, with respect, plainly fanciful. During the 12 February 2025 inter-partes hearing, I requested Mr Ramlogan SC to indicate the relevant section of the consent order, which records in plain and simple terms the

alleged “express acknowledgment and concession”. Learned senior counsel was unable to point to any. Clearly, there is no express concession that is contained in the consent order on the constitutionality of Schedule I of the ROPA.

- [61] While valiant, Mr Ramlogan SC’s attempts to make hay out of the words used in para. 1 of the consent order are not sustainable. All that para. 1 of the 18 May 2022 Consent Order affirmed was an agreement that “*it [was] necessary for the Elections and Boundaries Commission to consider the distribution of voters and make recommendations for the amendment of the First Schedule to the Representation of the People Act to re-define current electoral borders.*”
- [62] The fallacy in the contention advanced on behalf of Mr Enriquez can be gleaned from the fact that he has implied non-existing words into the terms used in the consent order and proceeded to characterise those implied words as an “*express acknowledgment and concession [by the attorney general] of unconstitutionality*”.
- [63] That there never was any concession, express or implied, in the consent order is further borne out by the actions taken by the claimants in the **Smith** matter. After the settling of the consent order in the **Smith** case, the claimants returned to court and sought among others:
- “A declaration that the First Schedule to the Representation of the People Act is unconstitutional and unsuitable for the holding of general elections in Belize in light of the parties (sic) acknowledgment contained in term 1 of the Schedule to the Consent Order.”
- [64] Had para. 1 of the 18 May 2024 consent order contained a concession as alleged by Mr Enriquez in this matter, the claimants in the **Smith** case would have so declared and premised their action in that matter or subsequent proceedings on the alleged concession. Their failure to do is telling of their understanding (as the other main party to that consent order) of the terms, and impact of the words, used in that consent order. The fact that the parties’ motivations in settling on that language is open to the *supposition* that the attorney general may have so acted because s/he accepted that the electoral boundaries were unconstitutional is not any proper basis to hang Mr Enriquez’s application for interim relief. In any event, the attorney general, the other party to that consent agreement) disagrees that the terms used amounted to any concession on their part that Schedule I of the ROPA is unconstitutional.
- [65] In my judgment, Mr Enriquez has no arguable case for an interim injunction since he has sought to

rely on nothing more than supposition on what the parties to the consent order in the **Smith** case meant and has not demonstrated the existence of “any express acknowledgement or concession” by the attorney general on the constitutionality of Schedule I of the ROPA.

[66] I should add that it is common cause between the parties that acting pursuant to and following that 18 May 2022 consent order, the Elections and Boundaries Commission did consider the distribution of voters and made recommendations to parliament. There is also no dispute that para. 1 of the consent order merely affirmed a constitutional duty possessed and discharged by the Elections and Boundaries Commission, i.e., its duty to consider and make proposals from time to time on the distribution of voters in such a way that each electoral division has as nearly as may be an equal number of persons eligible to vote (see section 90(1)(a) of the Constitution).

[67] Given the plain language used in para. 1 of the 18 May 2022 consent order, there is not, in my view, a serious issue to be tried for purposes of Mr Enriquez’s application for interim relief. In the circumstances, I hold that Mr Enriquez’s case, which is based on a non-existing and non-demonstrated concession in separate legal proceedings does not assist his case for interim relief.

*Constitutionality of the electoral boundaries set out in Schedule I of the Electoral Act*

[68] Mr Enriquez’s other ground, which is more affirmatively asserted by him, is that the electoral boundaries set out in Schedule I of the ROPA are unconstitutional. The question I am required to consider is whether Mr Enriquez has demonstrated a prima facie case that the said schedule is unconstitutional and/or that he possesses a legitimate expectation, which will be breached if general elections are held using the electoral boundaries set out in the said schedule because those electoral boundaries are unconstitutional.

[69] I should stress at the outset that there appears to be broad consensus across the political divide in Belize and the country’s body politic that the current electoral boundaries, which were established in 2004 need to be updated. This is reflected at least by the terms of para. 1 of the 18 May 2024 consent order.

[70] For current purposes, I am prepared to assume but without ruling on the point that the electoral boundaries set out in Schedule I of the ROPA contain an unequal number of persons eligible to vote. I do so because I have not been presented as yet with any sufficiently credible information on

voter distribution within and between the different electoral divisions. Proceeding on this assumed fact, does it mean that those electoral boundaries and consequently, Schedule I of the ROPA are unconstitutional or that following full argument on the main matter it is more likely than not that the court will conclude that the electoral boundaries set out in the said schedule are unconstitutional.

[71] In this matter, the claimants who bear the burden of proof have not demonstrated a prima facie case that those electoral boundaries are unconstitutional or are likely to be declared unconstitutional following a full adversarial hearing of the main matter. Notably, I have not received any submissions bearing on this question beyond bare assertions that Schedule I of the ROPA is unconstitutional. Simply put, the claimants have not demonstrated that there is any serious question to be tried – at this stage of the proceedings - as between the parties, which justifies the order sought by way of interim relief as against the **State of Belize**. That phrase, “state of Belize” is - in these proceedings - the claimants’ phrase of choice. I shall return to this issue in **para. 96-97 below**.

[72] That said, I will address my mind to questions of law that may have a bearing on the question on the constitutionality of Schedule I of the ROPA. First, the mere fact that several or many of the country’s electoral boundaries (constituencies) contain an unequal number of voters eligible to vote when compared to other constituencies does not render the relevant electoral boundaries and Schedule I to the ROPA unconstitutional.

[73] Section 90 of the constitution provides:

“(1) The Elections and Boundaries Commission **shall**, after considering the distribution of the population throughout Belize, **make proposals** from time to time for dividing Belize into electoral divisions in such a way that-

- (a) each electoral division shall have as nearly as may be an equal number of persons eligible to vote;
- (b) the total number of electoral divisions shall be not less than twenty-eight.

(2) In fixing the boundaries of electoral divisions the Commission shall have regard to the transport and other facilities of the division, and to its physical features.”

[74] Section 90(1) and (2) of the constitution does not require that there be absolute parity in the number of voters ascribed to each of the 31 electoral constituencies. In this regard, the language used in section 90(1)(a) of the constitution is clear and admits of no ambiguity. Section 90(2) of the constitution recognises that “*transport and other facilities of the division, and...physical features*” of each division constituencies shall be taken be taken into consideration in the delimiting exercise.

Patently, the constitution recognises that those factors may – in practice – affect the numbers of eligible voters allocated per constituency.

- [75] That the designing of electoral boundaries is a challenge faced by all countries worldwide in delimiting electoral constituencies is borne out by the report attached by the claimant in his undated and non-authenticated affidavit.
- [76] In Belize, the constitution provides that the electoral boundaries to be used in any election of members of the house of representatives are those that (a) have been proposed by the Elections and Boundaries Commission; and (b) enacted into law by the national assembly (see section 90(3)). It follows that the electoral boundaries as set out in Schedule I of ROPA were lawful and constitutionally valid as regards all the elections that took place since 2004, i.e., until the last elections held in 2020. Prior to the 2020 elections there were cases before the High Court, such as the **Smith** case, in which the parties unsuccessfully sought declarations that Schedule I of the ROPA was unconstitutional.
- [77] In this case, beyond bare assertions no, let alone any, cogent arguments have been advanced challenging or bringing into question the point that section 90(3) of the constitution provides that the electoral boundaries set out in Schedule I of the ROPA are, by dint of their adoption by parliament, the only constitutionally valid electoral boundaries to be used in a general election in Belize.
- [78] My preliminary view (as I have not received any full argument) is that: (a) section 90(1) and (2) of the constitution does not provide that there must be absolute or near absolute parity in the number of eligible voters per electoral boundary; and (b) the electoral boundaries adopted by parliament as set out in Schedule I of ROPA derive their constitutionality from the terms used in section 90(3) of the constitution.
- [79] If the constitution required absolute or near absolute parity in the numbers of eligible voters for each electoral division, the drafters of the constitution would have used different language and affirmed such a requirement and the consequences of non-compliance since the matter bears on the operational effectiveness of the country's three arms of government. It does not take much imagination to recognise that any rule requiring absolute parity is likely to invite endless litigation relating to the holding of general elections over and above election petitions envisaged in the section

46-49 of ROPA.

- [80] Relatedly, the constitution also recognises that the decision on the drawing of electoral boundaries lies with parliament and that once adopted those are the electoral boundaries to be used “*for the purposes of any law for the time being in force relating to the election of members of the House of Representatives when, and shall not be such electoral divisions until, enacted as law by the National Assembly.*” Consequently, it must follow, at the very least from an initial reading, that an election held based on the electoral boundaries adopted into law by parliament is constitutionally valid as regards the election itself, i.e., excluding any other election disputes that may be the subject of litigation pursuant to section 46-49 of ROPA.
- [81] The argument that elections held based on electoral boundaries containing an unequal number of eligible voters is or would be unconstitutional is valid only if: (a) section 90(1) of the constitution is read in isolation; and (b) section 90(3) of the constitution is read out, i.e., ignored. For emphasis, section 90(3) recognises the parliament’s prerogative powers regarding the passing of laws on electoral boundaries to be used in general elections. Consistent with the principles of interpretation of written constitutions, the words used in section 90 of the constitution must be given their ordinary and grammatical meaning and read in context.
- [82] Further, in my judgment, the constitution does not envisage a vacuum. Until the national assembly adopts new electoral boundaries, those in existence and set out in the ROPA shall be the electoral boundaries used for the purpose of electing members to the national assembly. Relatedly, those members of the public that are eligible and registered to vote and that wish to vote in a general election may do so in relevant constituencies whose boundaries have been determined and set out in law by the national assembly, i.e., pursuant to Schedule I of the ROPA.
- [83] In this matter, Mr Enriquez has not demonstrated a prima facie case that the constitutional right of a person that is eligible and registered to vote (see 92(a) of the Constitution on qualifications) or their right to protection from the law would be breached if the electoral boundaries used in a relevant general election are those adopted into law by the national assembly pursuant to section 90(3) of the constitution. There is not, in the pleadings, an adequate prima facie case demonstrated on the interrelationship and the appropriate meaning to be ascribed to the provisions of Belize’s constitution on the right to vote and protection of the law on the one hand and its electoral law provisions on the

other, which would justify this court granting the interim relief claimed by Mr Enriquez.

[84] In my view, there is much to be said for the Caribbean Court of Justice's opinion on the timing of elections in *Ram v the Attorney General of Guyana* [2019] CCJ 14. At para. 7 of that judgment, it is stated that:

“Article 106 of the Constitution invests in the President and the National Assembly (and implicitly in GECOM), responsibilities that impact on the precise timing of the elections which must be held. It would not therefore be right for the Court, by the issuance of coercive orders or detailed directives, to presume to instruct these bodies on how they must act and thereby pre-empt the performance by them of their constitutional responsibilities. It is not, for example, the role of the Court to establish a date on or by which the elections must be held, or to lay down timelines and deadlines that, in principle, are the preserve of political actors guided by constitutional imperatives.”

[85] To the above dictum, I would add that it is not the role of, nor would it be appropriate for, this court to direct parliament on when, how and in what manner it must redraw electoral boundaries. Those are political questions, which under the separation of powers and, as required by section 90(3) and (4) of the constitution, must be taken by the national assembly. It follows that in Belize an individual's right to vote is exercisable within the strict confines of the law as set out in the constitution and the framework on electoral boundaries set out therein. Relatedly, in this matter, it has not been demonstrated how an individual's right to protection of the law is engaged simply because general elections are to be held pursuant to the law adopted by parliament, whose provisions have not themselves been set aside pursuant to a legal challenge on the basis of them being unconstitutional.

[86] The claimants have not in this matter argued that the national assembly and the government that resulted from the 2020 elections, which were conducted under the electoral boundaries set out in Schedule I of the ROPA are unconstitutional. As noted above, by then, i.e., the year 2020, there was already in existence considerable clamour for changes to electoral boundaries as reflected by the *Smith* case, which was filed in 2019. The claimants have not explained why they recognise the legitimacy of that parliament and the executive that was elected but consider that the general election that has been called would be unconstitutional when it is based on the same electoral boundaries.

[87] In this matter, Mr Enrique stated at para. 50 of his undated and non-authenticated affidavit that:

“The next general election is constitutionally due within three (3) months of the end of the five (5) year term which commenced from the date of the first sitting of the National Assembly. Parliament will stand dissolved on 11th December 2025 and the latest possible date for the

next general election is 11th March 2026.” [Emphasis added]

[88] In other words, Mr Enriquez does not question the constitutional legitimacy of the current executive and legislature that came into office in 2022 following the elections held that year and in which the Schedule I to the ROPA, impugned in this current application, was used.

[89] In para. 51 of the same undated and non-authenticated affidavit, Mr Enriquez states that:

“Section 84 [of the constitution] provides that the Governor General, acting on the advice of the Prime Minister, can dissolve Parliament at any time. It is, therefore, a matter of Prime Ministerial judgment and discretion.”

[90] Here to, Mr Enriquez accepts that the dissolution of parliament is a matter of discretion. The claimant has not demonstrated how and why the exercise of that discretion to dissolve parliament at any time would be unlawful. While I do not exclude this court’s power to review and pronounce on the legality of advice given by a Prime Minister to the Governor General (see the opinion in the UKSC case of **Miller v Secretary of State for Exiting the European Union** [2017] UKSC 5), no basis has been laid out in the claimants’ fixed date claim form or any of its three applications for interim relief why this court should issue the orders sought in these proceedings. Consistent with the common law adversarial principle, it is for a claimant to demonstrate their entitlement to the relief they seek and not for the court to assist a party to prosecute its case.

[91] Relatedly, in para. 44 of the claimant’s application for an interim injunction (with notice) dated 10 February 2025, Mr Ramlogan SC accepted the ratio in Arana CJ’s decision in the **Smith** case, which is to the effect that once “*parliament has been dissolved, the court will not intervene because the electoral process would have been legally triggered.*” Senior counsel expunged this assertion - without explanation - in Mr Enriquez’s subsequent without notice urgent applications. In addition, learned senior counsel has not put forward any submissions explaining why this court should depart from the stare decisis rule, i.e., reasons why this court should disregard and/or not follow Arana CJ’s ruling in the **Smith** case (see **Police Authority for Huddersfield v Watson** [1947] KB 842; **R v Greater Manchester Coroner, ex parte Tal** [1985] QB 67 at 81; **Brigadier General v Mendez**, Claim No. 136 of 2021 (No. 2), at para. 33).

[92] Relatedly, I have not been pointed to any authority that an individual can sustain a legal claim based on the principle of legitimate expectation as against parliament’s failure to adopt a new law providing

for new electoral boundaries and that its failure is actionable as a matter of law as against parliament or the State of Belize before this court. In his application for interim relief, Mr Enriquez has not demonstrated that (a) this court has jurisdiction over parliament; or (b) that this court can issue coercive and related orders against the legislature as a body; and/or (c) that he is entitled to assert in civil proceedings before this court as against the legislature his right to vote, right to protection of the law and his claimed legitimate expectation to vote in general elections based only on an amendment of the electoral boundaries set out in the ROPA.

[93] I remain to be persuaded (and the claimants may very well do so in the main matter) that they can assert before this court a claim based on an alleged breach by the state of Belize (as opposed to an identified body or agency against which this court has jurisdiction). If, as stated, it is Belize that is being sued, typically such a suit would not be before a domestic court. Rather, as a general rule, legal proceedings against Belize as a nation (which is legal entity as a matter of international law) would be before an international court or the domestic courts of a third state. In his pleadings and submissions, Mr Enriquez has not demonstrated the grounds upon which this court can exercise jurisdiction over the nation state of Belize.

#### ***The Brantley case***

[94] In this matter, Mr Enriquez has asserted that he is seeking interim relief based on the case of ***Brantley v Constituency Boundaries Commission*** [2015] UKPC 21. However, contrary to Mr Ramlogan SC's submissions, that case supports the view that the holding of a general election is constitutionally valid although the election was held using electoral boundaries in relation to which most local actors in the relevant country (Saint Christopher and Nevis) were for the longest time in agreement on the need for their revision. The Privy Council noted in para. 1 of their judgment that:

“Saint Christopher and Nevis faces the problem that there has, since 1989, been no updating of the boundaries of its 11 parliamentary constituencies. The Commonwealth Assessment Team in 2005 and the Commonwealth Expert Team in 2004 and again in 2010 expressed concerns that a review was overdue. This appeal arises out of an attempt by the former government to break that impasse on 16 January 2015 immediately before calling an election.”

[95] In that matter, the Privy Council further held that:

“...the election, which took place on 16 February 2015, was to be conducted using the electoral list “existing prior to, and apart from, the proclamation bearing the reference No 2 of 2015 purportedly issued and published by the Governor General in Extraordinary Gazette No 3 bearing the date 16 January 2015”.

[96] In other words, as far as the Privy Council was concerned the election undertaken in Saint Christopher and Nevis pursuant to the electoral boundaries that needed, by all accounts, to be updated was constitutionally valid. Mr Ramlogan SC did not make any submissions addressing why that decision was not applicable to the facts of this case.

[97] I accept that in the **Brantley** case a high court judge issued an interim ex parte injunction stopping an election within a matter of hours of the application being filed. However, that issue is neither here nor there as regard the issues arising in this matter.

[98] In my judgment the claimants have not demonstrated (on the pleadings currently filed of record) a prima facie case that they are entitled to the interim reliefs sought on the pleaded grounds that their right to vote, their right to protection of the law or any actionable legitimate expectation would be breached if the general election fixed for **Wednesday, 12 March 2025** is held using the electoral boundaries currently set out in the schedule to the Representation of Peoples Act.

[99] Drawing on the above analysis, I rule that the claimants are not entitled, pending the determination of the claims set out in their fixed date claim form, to:

- (a) a mandamus order directing the Prime Minister to revoke his advice to the Governor General on the dissolution of parliament and the fixing of the date for the general election;
- (b) an injunction prohibiting the Governor General from issuing a proclamation providing for the holding of the general election;
- (c) an injunction prohibiting the Governor General from issuing the writ for the holding of the general election; and
- (d) an injunction restraining the Attorney General of Belize and his subordinates from complying with the instructions of the Prime Minister on the holding of the general election.

[100] In addition, in view of the fact that there is not currently before me any admissible affidavit evidence, I hold that Mr Enriquez has not adequately demonstrated in these proceedings for interim relief that (a) he is a registered voter; (b) he intends to vote in the next general election; and/or (c) he intends to contest in the next general election; and/or (d) he would personally suffer any, and if so, what type of irremediable harm if he was not granted interim relief.

[101] Further, being a public law remedy, a mandamus requires first a finding of some illegality prior to the order being issued. No such finding can be made at this interim stage of the proceedings and considering the fatal deficiencies affecting Mr Enrique's case. I will leave unaddressed and for future argument, potentially in a different case, the issue whether the mandamus remedy is available in constitutional matters.

[102] For completeness, I should add that I am of the view that damages would be an adequate remedy should this court rule, following an adversarial hearing of the claimants' claim in the main matter, that the claimants' rights were violated. As appears from the fixed date claim form, the claimants have claimed damages, including vindicatory damages.

[103] Relatedly, Mr Enriquez has not given a cross undertaking in damages. Even if he had, it has not been demonstrated that he is a person of sufficient means to meet any damages incurred if his application for an interim injunction is granted at this stage and his claims later dismissed following a full adversarial hearing (see ***Jamaican Pelican Resorts Limited and Seanic Investments (Cayman) Limited v Scott*** [2016] JMSC Civ 205).

[104] Further, I hold that damages would not in any event be an adequate remedy to the defendant in view of (a) the nature of the interim relief sought in this matter; (b) the constitutional crisis that will likely ensue should parliament (if reconstituted following a declaration of emergency as provided by section 84(5) of the Constitution), fail to pass a new law.

[105] Further, Mr Ramlogan SC indicated in his notice of application for interim relief that Mr Enriquez was present in court when the parties in the ***Smith*** case settled their consent order. This means that if he was of the view that litigation needed to be initiated for an order declaring Schedule I of the ROPA as unconstitutional, he ought to have done so immediately following the perfection of the consent order on or soon after 18 May 2022. Mr Enriquez has not tendered any reason explaining why he waited until this late to initiate litigation.

[106] On balance, it is in the interests of justice that the general election proceeds as scheduled with Mr Enriquez permitted to prosecute his claim as set out in the fixed date claim form, including his claim for damages, including vindicatory damages. That is the course that is likely to cause the least irremediable prejudice to the parties (see ***National Bank of Jamaica***, at para. 18; ***R v Secretary of***

***State for Transport, ex parte Factortame Ltd*** (No. 2) [1991] 1 All ER 70, at 127; ***Films Rover International Ltd v Cannon Film Sales Ltd*** [1976] 3 All ER .772, at 780-781].

[107] In this matter, I do not have the “*high degree of assurance that it will appear at the trial that the injunction [and mandatory orders sought were] rightly granted*” (see ***Shepherd Homes Ltd v Sandham*** [1970] 3 All ER 402, at 412).

#### **Citation of parties other than the attorney general**

[108] The parties are in dispute over whether it was necessary for the claimants to cite the Prime Minister. The Prime Minister has participated in these proceedings and filed an opposing affidavit. In the circumstances, there has been no prejudice to the Prime Minister.

[109] That said, it is my view that in matters where specific orders are sought in a matter against one or more public officials or government departments, a claimant must in addition to the attorney general cite the relevant organ, department or person who is being sued in their official capacity. This ensures that all relevant parties to a dispute are heard, the issues arising in a matter are identified and appropriate case management orders issued to ensure the just and expeditious resolution of disputes before the court and at proportionate cost to all parties.

[110] My decision is also influenced by the fact that not all acts and omissions by the executive arm, the legislature and judiciary of a state are justiciable. And where they are justifiable, not all actions or omissions qualify as public acts that insulate persons holding those roles from personal liability for their actions or omissions. This underlies why in addition to the attorney general the other party that is materially connected to the issue before the court should be cited and given an opportunity to be heard.

[111] I now turn to the issue of costs.

#### **COSTS**

[112] As appears in Part 56.13(6) of the CPR:

“The general rule is that no order for costs may be made as against an applicant for an administrative order unless the court considers that the applicant has acted unreasonably in making the application or in the conduct of the application.”

[113] In this application for interim relief, Mr Enriquez asserts that his right to vote and right to protection of the law and his legitimate interests are at risk of being breached if the elections are held as scheduled. That said, this case raises numerous issues relevant to the issue of costs and that require additional ventilation, including the following.

- (a) First, this matter raises serious concerns relating to potential abuse of the process of this court, i.e., the apparent use of digital template signatures on Mr Enriquez's affidavits and exhibits and other documents filed in this matter.
- (b) The second issue relates to the use of affidavits not sworn and authenticated in support of Mr Enrique's claim.
- (c) Third, the claim form and Mr Enriquez's undated affidavit, which is an integral part of these interlocutory proceedings are prolix and more akin to a skeleton argument. The affidavit is 34 pages long while the affidavit and attachments is 400 pages long.
- (d) Fourth, I note that although Mr Ramlogan SC appeared alone, in the applications for interim relief he sought costs for two counsel. Mr Courtenay for the attorney general appeared with Ms Swift. Mr Godfrey Smith appeared with Mr Hector Guerra representing the Electoral and Boundaries Commission, an organ of the state directly implicated in the proceedings but not expressly cited as a party by the claimants.
- (e) Fifth, the Elections and Boundaries Commission sought and was granted leave on 12 February 2025 to join the proceedings and file pleadings and submissions, which has been done.

[114] Although the parties have made some submissions on costs, those predated my decision. In the circumstances and with a view to giving the parties an opportunity to fully address the court on this issue, I order the parties to file additional written submissions on costs by end the end of the day on **Monday, 24 February 2025** or indicate by the same date that they are satisfied with the submissions already made. Mr Ramlogan is invited to make submissions on why costs should not be issued pursuant to CPR 63.8(a) or (b).

## **CONCLUSION**

[115] Prior to concluding my judgment, I must express my gratitude to the parties' attorneys for their submission and the bundle of authorities – all of which I have endeavoured to consider in the limited

time there is to produce this judgment.

[116] Finally, and by way of conclusion, I rule as follows:

1. Mr Jeremy Enriquez's application for interim relief is dismissed.
2. The parties are ordered to file additional written submissions on costs no later than the end of the business day on **Monday, 24 February 2025**.
3. Mr Ramlogan SC shall, within **two (2) days** of the date of this judgment, write to the Registrar providing explaining in full:
  - (a) whether he (Mr Ramlogan SC) operates an office and a legal practice in Belize;
  - (b) his (Mr Ramlogan SC's) arrangements, if any, with Messrs Estevan Perera and Company LLP regarding these proceedings, and if that be the case, the full details of those arrangements and why those arrangements were not disclosed to the court and in the pleadings filed of record;
  - (c) the processes utilised in the drafting, signing, authentication and filing of all affidavits, related pleadings and exhibits filed in this matter and the role that he (Mr Ramlogan SC) and/or all other relevant parties played in respect to each of the foretold stages/processes, the pleadings and related exhibits;
  - (d) the origin/source of and the reason behind the use of the template digital signatures used and attributed to **Jeremy Enriquez and N. Carla Sebastian** and why they were inserted into the relevant affidavits, pleadings and exhibits and by whom, when and how (*this is to say, Mr Ramlogan SC is required to address the issue of the superimposition of digital template signatures onto relevant pleadings and other related documents used in these proceedings*); and
  - (e) the steps taken by Mr Ramlogan SC in these proceedings to ensure that the drafting, signing, authentication and filing of all specified affidavits, pleadings and exhibits filed of record were carried out in a manner that fully complied with the law, the CPR and his obligations to the court.
4. Case management orders shall be issued relating to the progression of the claimants' matter as set out in the fixed date claim form dated 10 February 2025.

**HHJ Hondora  
Judge  
High Court  
Civil Division**