IN THE SENIOR COURTS OF BELIZE

IN THE HIGH COURT OF BELIZE

CLAIM No. 827 of 2024

BETWEEN:

ANDRE GRAY

Claimant

AND

JULES VASQUEZ (t/a Channel 7 Media House

Defendant

Appearances:

Mr Ian Gray, attorney-at-law for the claimant
Mr Hector D. Guerra, attorney-at-law, for the defendant

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22 October 2025

7 November 2025

JUDGMENT

Strike out application – Application for substitution of a defendant

[1] **HONDORA, J**. This is my judgment striking out the claimant's statement of case and dismissing the defendant's application to substitute the defendant with another party.

[2] The claimant is Mr Andre Gray (hereafter the claimant), and the defendant is Mr Jules Vasquez (hereafter the defendant).

I. Context

[3] The claimant initiated legal proceedings against the defendant by way of a statement of case dated 23 December 2024, asserting that the defendant had defamed him. The claimant argued (see para.

5 of his statement of claim) that the defendant was "the founder or co-founder and Managing Director/Producer of Channel 7 TV Station, A Company duly registered under the Companies Act."

[4] According to the claimant, between 15 and 18 January 2023 and on 30 and 31 December 2023, the defendant "falsely and maliciously aired television shows on the nightly news, and on the Sunup 7 at 7:00 show" during which the defendant allegedly stated:

> "So who really is Andre Gray? Is he indeed a great inventor who is responsible for the birth of social media, downloadable apps and an entire genre of science fiction? Or is he just the inventor of a very elaborate [ruse]?"

[5] The claimant asserts, albeit without citing the relevant provision(s), that in allegedly making that statement, the defendant "breached the provisions of the Belize Defamation Act" and that the words in question defamed his (Mr Gray's) character. The claimant further asserts that those words "meant and were understood" to mean (and I summarise) that:

(a) he was a fraud and a grifter;

(b) he had made untruthful claims about his awards and international accomplishments;

(c) he had not attended The Julliard School – music technology studies in New York;

(d) he is a pay to play participator; and

(e) the only thing that he appears to have invented was his own story.

[6] The claimant added that the words complained of had caused him "considerable embarrassment and distress", "serious injury to his personal and professional reputation", "grave injury to his character [and] credit", and had exposed him to "public scandal, odium and contempt" as a result of which he had suffered injury to his feelings.

[7] The claimant sought aggravated damages on the ground that the impugned words "were malicious and were intended to damage his reputation and character" and "were calculated to disparage and discredit" him in his profession. He also added that the defendant refused to retract the statements made or apologise. He further stated that the defendant knew that the words in question were defamatory and that they were uttered "with reckless disregard as to whether…they were defamatory" and "without any proper enquiry as to whether…the said words were defamatory" of him.

[8] The claimant also indicated that he had instructed his lawyers to send the defendant "without

prejudice" pre-action letters on 28 November 2023 and 28 December 2023, and that the defendant chose not to respond or acknowledge receipt. He also stated that he had not received any apology from the defendant.

[9] By way of remedy, the claimant sought "damages, including aggravated damages", as well as non-particularised specific and punitive damages, along with an injunction restraining the defendant, his agents or servants from further publishing the complained-of words or what he called similar libel. He also sought interest and costs.

[10] In his detailed defence filed on 20 January 2024, the defendant stated, among others, that he was the director, producer, and managing director of Channel 7 Media House. He also indicated that a company called Tropical Vision Limited operated Channel 7, hosted the website "7Newsbelize.com," and managed social media platforms under the name "7Newsbelize." Additionally, the defendant stated that it was Tropical Vision Limited, not him, that published the statements complained of by the claimant.

[11] On 27 January 2025, I issued a Notice for a first case management conference scheduled for 26 February 2025.

[12] On 24 February 2025, the defendant filed an application seeking an order striking out the claimant's statement of case on the grounds that the latter had no reasonable grounds for initiating proceedings against him.

[13] In a supporting affidavit sworn and filed on 24 February 2025, the defendant admits that on 13, 17, and 23 January 2023, Channel 7 News and the "Sun Up" morning shows reported on the claimant's "professional background and public claims". He provided material related to those programmes and stated:

> "A review of these transcripts makes it readily apparent that I did not personally author, publish, nor utter any of the words complained of by the Claimant. At all material times, the broadcasts were made by and on behalf of Tropical Vision Limited in its capacity as a media house engaged in investigative journalism and public interest reporting."

[14] On 25 February 2025, the claimant filed a reply to the defendant's answer to his claim in which he stated that he partly admitted para. 4 of the defence in which the defendant indicated that it was Tropical Vision Limited and not the defendant that published the impugned statements. The claimant added at para. 4 of his answer that:

> "Tropical Vision Limited is the holding company or parent company of Channel 7. Channel 7 is the employer of the person(s) who were responsible for the defamatory content, therefore whether it is the parent company of the holding company those responsible were at all times employed or [were] agents of Channel 7 and/or Tropical Vision Limited. The principle of employer's liability is raised."

[15] Notably, the claimant did not file any papers in opposition to the defendant's strike-out application.

[16] On 2 May 2025, the defendant filed an additional affidavit in which he further asserted that the statements complained of were in fact published and broadcast by Tropical Vision Limited and not by him in a personal capacity and that as a consequence, the claim against him was misconceived and was not based on any reasonable cause against him personally.

[17] On 24 September 2024, the claimant applied for leave to substitute the claimant with Tropical Vision Limited.

II. Issues arising

[18] The parties' respective cases raise the following issues:

(a) whether the claimant's statement of case against the defendant should be struck out on the grounds that it does not set out any reasonable case against the defendant; and/or

(b) whether the court should grant the claimant permission to substitute Tropical Vision Limited as a defendant replacing Mr Jules Vasquez.

[19] I propose to address these issues in turn.

(a) Whether the claimant's statement of case should be struck out

[20] I begin by briefly examining the general principles governing strike-out applications.

[21] Of particular relevance to these proceedings and as reflected by the defendant's application, is CPR 26.3, which states:

> "…the court may strike out a statement of case or part of a statement of case if it appears to the court–
>
> (a) …
> (b) …
> (c) that the statement of case or the part to be struck out discloses no reasonable grounds for bringing or defending a claim..."

[22] In the case of ***Belize Telemedia Ltd v Magistrate Usher and Attorney General*** (2008) 75 WIR138 Conteh CJ stated the following, at para. 19 about the power to strike out a statement of case:

> "The provision of the rules in Part 26.3(1)(c) which enables the court to strike out a claim because it discloses no reasonable grounds for bringing or defending the claim is undoubtedly a salutary weapon in the court's armoury, particularly at the case management stage. It is intended to save the time and resources of both the court itself and the parties: why devote the panoply of the court's time and resources on a claim such as to go through case management, pre-trial review and scheduling a trial with all the time and expense that this might entail, only to discover at the end of the line that there was no reasonable ground for bringing or defending a claim that should not have been brought or resisted in the first place?"

[23] As noted in the English case of ***Swain v Hillman*** [2001] 1 All ER 91, in the context of a summary judgment application:

> "It is important that a judge in appropriate cases should make use of the powers contained in Part 24. In doing so he or she gives effect to the overriding objectives contained in Part 1. It saves expense; it achieves expedition; it avoids the court's resources being used up on cases where this serves no purpose, and I would add, generally, that it is in the interests of justice. If a claimant has a case which is bound to fail, then it is in the claimant's interests to know as soon as possible that that is the position. Likewise, if a claim is bound to succeed, a claimant should know that as soon as possible."

[24] In this regard, the policy reasons behind the summary judgment procedure set out in Part 15 of the CPR are similar to those relating to strike out applications set out in Part 26.3(1)(c) of the CPR on the grounds that a litigant's case is bound to fail.

[25] Furthermore, an applicant bears the burden of demonstrating that a statement of case or part of it discloses no reasonable grounds for bringing a claim. An applicant must demonstrate that the impugned statement of case does not set out a winnable case and that continuance of proceedings would unnecessarily waste resources (***Harris v Bolt Burdon*** [2000] C.P. Rep 70). In other words, an applicant must demonstrate that the respondent's case is bound to fail and that it is just that it be struck out. This rule of practice, which I hold applies to these proceedings, is entirely consonant with the adversarial principle applicable to most civil cases.

[26] As noted in the case of ***Hughes v Colins*** [2004] ECWA Civ 266, at para. 22, unless if a court is certain that a claim is bound to fail, it would be inappropriate to strike it out.

[27] It is important to emphasise that certainty is a high threshold and that it is higher and more onerous than the balance of probabilities standard used in most civil cases. As a general rule, at the end of a civil matter, a judge must be satisfied that the litigant has proven their case on the balance of probabilities. However, before striking out a statement of case under Part 24 of the CPR, a judge must be satisfied that the claim or defence is bound to fail and that the issue in dispute does not

require a full-blown trial. The burden is on the applicant to meet this high standard of proof. Nevertheless, for clarity, when a defendant has filed a defence, it is more likely that an application for summary judgment will be made rather than a strike-out application.

[28] As I noted in ***Dufresne v Nicholson***, Claim No. Civ 117 of 2024 at para. [16]:

> "The standard of proof in a strike out application is higher than the balance of probabilities standard, which is applied following a contested hearing on the merits. An applicant seeking a strike out is required to demonstrate that the opponent's case is unwinnable and is bound to fail (***Hughes v Colins*** [2004] ECWA Civ 266, at para. 22) or that it clearly constitutes an abuse of process on one of the invariably many situations in which this particular contention can be advanced."

[29] This rule is applied because of the general policy that underpins civil matters, i.e., that generally, cases must be heard and decided on their merits. This approach ensures, inter alia, that parties to civil litigation are not deprived of their right to a trial in the determination of their rights and obligations.

[30] In Belize, the right to a fair and proper determination by a court of law of an individual's civil rights and obligations is enshrined in section 6(7) of the Constitution. It follows that striking out a statement of case, that is, its dismissal without a full trial, is and must be regarded as an exceptional remedy. Consequently, courts will generally consider whether there is an alternative to a strike-out, which, in my view, is rightly treated as a remedy of last resort.

[31] In addition, a litigant's statement of case may not be struck out if a live issue of fact or law exists, and which can only be justly and adequately determined through a contested hearing and on a careful consideration of relevant legal principles and competing evidence. (See also ***Reynolds-Greene v Bank of Nova Scotia,*** Claim No. ANUHCV 2005/0443; ***Bridgeman v McAlpine Brown***, 19 January 2000, unrep., CA.); ***Didier et al v Royal Caribbean Cruises Ltd*** SLUHCCVAP2014/0014).

[32] Related to the above is the general rule that strike-out proceedings should not be (and ought not to become) mini-trials on disputed facts. Where there are disputed facts, these should be resolved through a trial. The key question in a strike-out application is whether the pleaded facts, if true and accurate, establish a valid cause of action or defence. If the answer is affirmative, the statement of case is not suitable for striking out since a judge must be satisfied, before striking out, that it discloses no reasonable grounds for bringing or defending the claim and that it is bound to fail.

Applying these principles to the facts of this matter

[33] In his defence and strike-out application, the defendant does not dispute that the words of which the

claimant is aggrieved were articulated on Channel 7 and other news outlets operated by Tropic Vision Limited. Instead, he argues that the claimant sued the wrong person and that the claim for defamation cannot legally be directed at him but may be levied against Tropical Vision Limited, of which he is a shareholder, director, and employee. The defendant also asserts that he is not the individual who made the alleged statements. In doing so, the defendant was raising the ***Salomon v Salomon*** defence (see ***Salomon v Salomon*** [1897] AC 22).

[34] Notably, in para. 4 of his reply to the defendant's defence filed in February 2025, the claimant acknowledged the defendant's plea but appeared not to appreciate the legal implications of the concession. The claimant accepted that Tropical Vision Limited is the holding or parent company of Channel 7. Without providing any evidence, the claimant also contended that Channel 7 was the employer of the individuals (whom he did not identify) who allegedly made the comments, which he describes as defamatory. He further indicated that the facts raised the issue of employer liability.

[35] As noted above, the defendant filed his strike-out application on 24 February 2025. The claimant did not file any opposing pleadings to the strike-out application. Instead, the claimant filed an application seeking an order substituting the defendant with Tropical Vision Limited. I shall return to this issue below.

[36] Considering that these are adversarial proceedings, I must hold that the claimant, who is legally represented, has chosen not to oppose the claimant's strike-out application, which application is based on the argument that the claimant has no reasonable grounds for bringing the defamation claim against the defendant personally.

[37] I agree with Mr Guerra's submission, and I find that the claimant has known for at least seven months (i.e., since the defendant's defence and strike-out application, which were filed and served on him in February 2025), that he had initiated legal proceedings against the wrong party and that he took no prompt action to prosecute his case in a manner that ensured the just and expeditious resolution of the dispute.

[38] On the facts of this matter, I find that the claimant accepts that he has no case against the defendant and that he has no reasonable grounds for bringing his claim against him. As reflected by the pleadings:

(a) both parties were in agreement by February 2025 that certain persons whose names have

not been disclosed but who, it is common ground between the parties, are employed by Tropical Vision Limited, made the impugned statements; and

(b) the defendant asserted in his defence and the strike-out application that he is not the one who made the complained-of statements, and the claimant did not contest this statement of alleged fact, which the defendant asserted repeatedly in his pleadings; and

(c) the claimant chose, likely because he appreciated the futility of his statement of case, not to oppose the strike-out application and instead preferred to apply for the substitution of the defendant.

[39] Drawing on the above, I find that, as drafted, the claimant's case against the defendant was in the circumstances bound to fail and is accordingly struck out.

[40] In conclusion, I must make the following observation. Immediately after receiving the defendant's defence and/or strike-out application in February 2025, the claimant could have applied for a stay of the strike-out proceedings on the grounds that to enable him to cite the correct party in the proceedings, he needed disclosure, i.e., information from the defendant (as claimed director of Tropical Vision Limited) relating to the latter's corporate structure and operations. He did not do so. Instead, as reflected by his reply to the defendant's defence, the claimant doubled down on his claim against the defendant and also asserted that the matter raised the issue of vicarious liability. However, he took no action to add Tropical Vision Limited as a party to the proceedings until it was too late in the day.

(b) Whether to issue an order substituting the defendant for Tropical Vision Limited

[41] As noted above, the claimant applied in late September 2025 for an order substituting the defendant with Tropical Vision Limited. However, considering that I have acceded to the defendant's strike-out application and that there was only one defendant in these proceedings, not two or more, I am of the view that there is no statement of case remaining that can be amended by removing Mr Jules Vasquez as the defendant and replacing him with Tropical Vision Limited. In my opinion, having struck out the claim against the only defendant in these proceedings, there is no matter still pending before the court in relation to which the claimant can seek an order to substitute the defendant.

[42] In reaching this conclusion, I have considered the following. If the claimant had issued proceedings against Mr Vasquez and one or more persons, such as the journalists who made the impugned comments, an order striking out the claimant's case against Mr Vasquez would not terminate the

proceedings. Instead, the claimant's application for substitution or addition of Tropical Vision Limited as a party would have been heard in the ordinary course.

[43] Consequently, on the facts of this matter, I am compelled to reach what I consider to be the rather unfortunate conclusion denying the claimant's application for substitution of Mr Vasquez with Tropical Vision because, following my order striking out the claimant's case against the defendant, there is no longer an extant proceeding to be or that can be amended. It is, of course, open to the claimant to re-issue his claim as against Tropical Vision Limited, if he is so disposed.

III. Conclusion

[44] I should add for completeness that during the course of the hearing, I asked both counsel whether the parties would agree to an order replacing Mr Vasquez with Tropical Vision Limited, with the defendant refraining from pursuing his strike-out application, and with the claimant bearing the costs of the proceedings to date. Neither counsel was receptive to that idea. Notably, both counsel requested the court to rule on their respective applications. Mr Gray, representing the claimant, stated that if the application for substitution were dismissed, he would file a new claim. After careful consideration of the facts and that the parties had not given me reason to proceed otherwise, I decided, as requested, to rule on each of the parties' applications.

[45] Based on the reasons outlined above, my decision on each of the applications is summarised below.

1. The claimants' statement of case against Mr Jules Vasquez is struck out.

2. The claimant's application for the substitution of Mr Jules Vasquez with Tropical Vision Limited in these proceedings (Claim No. 827 of 2024) is dismissed without prejudice to any statement of case that the claimant may issue against Tropical Vision Limited.

3. The claimant shall bear costs, which, if not agreed, shall be taxed.

Mr Justice Hondora
Judge
High Court
Civil Division