[2026] JMCC Comm 23

IN THE SUPREME COURT OF JUDICATURE OF JAMAICA

IN THE COMMERCIAL DIVISION

CLAIM NO. SU2025CD00124

BETWEEN	**URBAN LINKS LIMITED**	**1st CLAIMANT**
	LUV CHAT MOBILE COMMUNICATION CENTER LIMITED (Formerly LUV CHAT LIMITED)	**2nd CLAIMANT**
AND	**DIGICEL (JAMAICA) LIMITED**	**DEFENDANT**

Contract – Dealer/Distributorship Agreements – Termination of contract – No provision for termination without cause – Implied term as to reasonable notice- Fixed term contract – Whether invalid termination notice capable of operating as notice to determine.

Shanique Scott and Winston Roberts instructed by McLeod Scott Law for the Claimants

Maurice Manning KC and Dionne Samuels instructed by Nunes, Scholefield, DeLeon & Co. for the Defendant

Gavarrie Ashmead (Judicial Counsel)

In Open Court

Heard: 2nd, 3rd, 7th and 31st July 2026

Cor: Batts, J.

INTRODUCTION

[1] This claim concerns the termination by the Defendant, Digicel (Jamaica) Limited, of a long-standing commercial relationship with the Claimants who operated as the Defendant's authorised dealers. The Claimants sold Digicel products and services from five retail locations across Saint Ann, Saint Catherine and the Kingston Metropolitan Area.

[2] The 1st and 2nd Claimants are limited liability companies, incorporated in Jamaica and, engaged in the retail sale of telecommunication products and accessories. The 2nd Claimant trades as "Happy Konnections", see paragraph 4 of the affidavit of Katrina Irons dated the 24th March 2025. Katrina Irons and Satara Irons are shareholders and directors of the 1st Claimant but Katrina Irons and Enid Plummer are shareholders and directors of the 2nd Claimant, see paragraph 5 of the affidavit of Katrina Irons dated the 24th March 2025. The Defendant is one of two providers of mobile telecommunications services in Jamaica and has the largest mobile customer base in the island, see paragraph 7 of the affidavit of Katrina Irons dated the 24th March 2025 and paragraph 6 of the affidavit of Bjorn Spence dated the 30th June 2026. It services its customers directly but also does so indirectly through a network of dealers such as the Claimants. The dealers are permitted to leverage the Defendant's brand and to provide certain services to the Defendant's existing and prospective customers. National and seasonal promotions, and advertising, are carried out by the Defendant at its own expense, see paragraph 6 of the affidavit of Bjorn Spence dated 30th June 2026.

THE FACTS

[3] Three written dealer agreements governed the relationship between the Claimants and the Defendant. First, a General Dealer Agreement dated 1st April 2017 between the 2nd Claimant and the Defendant, with respect to two stores in Saint Ann: Island Plaza, Ocho Rios, and Square One Plaza, St Ann's Bay; the second, a General Dealer Agreement of the same date, 1st April 2017 , between Happy Konnections and the Defendant , covering a store at Sovereign Village, Portmore, and another store on the UWI Mona Campus, the latter

having closed in 2020; the third, a Dealer Agreement dated 1st October 2020, between the 1st Claimant and the Defendant , as subsequently amended, covering stores at Portmore Mall and Sovereign Centre, Liguanea. see paragraph 8 (i) (ii) and (iii) of the affidavit of Bjorn Spence dated 30th June 2026. The first two agreements I will refer to as “the 2017 Agreements,” the other as “the 2020 Agreement”, and the three collectively as “the Dealer Agreements”.

[4] The 2017 Agreements each provided for an Initial Term of three years from 1st April 2017, that is, to 31st March 2020. It is common ground that no further written agreement was thereafter executed, but the 2nd Claimant, Happy Konnections and the Defendant continued, without interruption, to conduct themselves as dealer and supplier on the same terms and conditions. They continued to do so until the present, a period of over 6 years. The 2020 Agreement, by contrast, provided for a term of six years from 1st October 2020, until the 30th September 2026. This is not seriously disputed by either side. Importantly all the agreements have a clause which states expressly that no partnership is thereby created.

[5] Of the five stores, the Claimants are lessees for those at Portmore Mall, Island Plaza (Ocho Rios) and Square One Plaza (St Ann’s Bay). The Defendant is the lessee for the remaining two, at Sovereign Centre, Kingston 6, and Sovereign Village, Portmore, described in the evidence as the “Digi Order Stores”, see paragraph 9 of the affidavit of Enid Plummer dated 12th June 2026.

[6] The Claimants’ evidence is: that all five stores have at all material times been operated as a single dealer group with shared management, staffing, inventory planning, customer goodwill and business strategy; that approximately eighty per cent of the Claimants’ combined revenue is generated through the Digicel relationship; that the businesses employ approximately thirty staff; and that the 1st Claimant’s turnover for the year ended 31st December 2024 was approximately $136,245,307, with salaries, wages and statutory contributions of approximately $20,819,288, see pages 177 and 191 of exhibit KI-1 to the affidavit of Katrina Irons dated 9th June 2026. The 2nd Claimant’s turnover was, on the most recent audited figures , approximately $157,836,420, see page 6

of exhibit KI-1 to the affidavit of Katrina Irons dated 9th June 2026.

[7] The Defendant disputes the characterisation of the stores as a "single dealer group" for the purpose of the dealer relationship. Mr. Bjorn Spence, in his affidavit of the 30th June 2026 at paragraphs 5, points out that the Dealer Agreements were executed separately, at different times, in respect of different stores, and contain no cross-reference to one another; that there are five stores in three different parishes, each serving its own customer base; and that the only uniform requirement imposed on any Dealer is that its store present to the public as a "Digicel-authorised dealer location." The branding and layout are subject to Group-level governance applicable across the Defendant's entire dealer network generally, and is not peculiar to the Claimants, see paragraph 6 of the said affidavit.

[8] The Dealer Agreements contain an exclusivity clause which prohibits the Claimant from selling products or services "*directly or indirectly competitive*" with the Defendant's service, see paragraph 23 of the affidavit of Bjorn Spence dated 30th June 2026. Clause 2 also precludes the Claimants from engaging, directly or indirectly, in competing telecommunications activity for two years after termination of the agreement. Mr. Bjorn Spence (Digicel's legal and regulatory director) asserts, in paragraph 23 of the said affidavit, that the covenant is not absolute but Digicel's consent is not to be unreasonably withheld and that the restriction does not in any event extend to accessories such as chargers, cases and batteries, which the Claimants already sell. He states that Digicel is prepared to and will waive enforcement of the exclusivity clause, see paragraph 23 of his affidavit dated 30th June 2026.

[9] A live dispute concerns renovation works carried out at the 2nd Claimant's Ocho Rios store. The Claimants' evidence is that, following an email exchange in or about October 2023 between Katrina Irons and Joni McCalla, the Defendant's Head of Sales, Digicel raised no objection to the proposed upgrades. The 2nd Claimant therefore proceeded, in or about October 2024, to carry out renovation works at a cost exceeding $5,000,000. It was said to have been necessary to keep the store competitive and to meet the standard expected of a Digicel

authorised location, see paragraph 18 of the affidavit of Enid Plummer dated 12th June 2026.

[10] Ms McCalla's evidence in response, see paragraphs 5 & 6 of her affidavit dated 30th June 2026, is that at no time during her regular dealer visits, nor in the October 2023 email exchange, did she approve, authorise, instruct or confirm funding for any renovation; that any such approval would in any event have required escalation to, and sign-off at, Group level. She says that Digicel first became aware the works were physically under way on the 4th November 2024, when its signage and fixtures were already being removed. It was reported to her by a Regional Parish Operations Supervisor and not communicated to the Defendant by the Claimants at the time, see paragraphs 7 & 8 of the said affidavit. It is also asserted by the Defendant that the Ocho Rios premises are not leased or owned by the Defendant. The Dealer Agreement for that location has long since expired. Therefore, is submitted no benefit from the renovation could properly be said to enure to the Defendant, see paragraph 17 of the affidavit of Bjorn Spence dated 30th June 2026.

[11] I find that the Defendant was aware of the planned renovation. Having regard to the several emails exchanged the Claimant was entitled to assume that the Defendant had no objection and were satisfied with the planned renovation. However nothing turns on this as will be evident later in this judgment. On the 12th December 2024, the Defendant issued three letters, each styled "Notice of Termination of Dealer Partnership", addressed respectively to the 1st Claimant, the 2nd Claimant, and Happy Konnections, purporting to terminate the Dealer Agreements with effect from the 31st March 2025 see paragraph 13 of the affidavit of Katrina Irons dated 24th March 2025. These Notices were not, however, received by the Claimants until the 7th January 2025 and therefore gave less than three months to the stated effective date, see paragraphs 16 & 17 of the affidavit of Enid Plummer dated 12th June 2026.

[12] By letter dated 2nd February 2025, Katrina Irons wrote on the Claimants' behalf rejecting the Notices and urging the Defendant to reconsider, see paragraph 16 of the affidavit of Katrina Irons dated 24th March 2025. Digicel responded on

17th February 2025 that its decision was final, stating in terms that "*the termination of the partnerships was not made for cause and as such there is no requirement for a reason to be stated for the termination of the said Agreements*", see paragraph 17 of the said affidavit.

THE ISSUES

[13] The Claimants commenced these proceedings by Fixed Date Claim Form filed on the 24th March 2025. On the 6th May 2025 they obtained an interim injunction restraining the Defendant from enforcing or giving effect to the December 2024 Notices pending the determination of the claim. Notwithstanding the pendency of these proceedings and the injunction then in force, the Defendant issued a further notice dated 25th March 2026, said by Mr Spence to have been given "*out of an abundance of caution*" and without prejudice to their continued position that the December 2024 Notices were valid and effective.

[14] The Defendant contends that the period of 17 to 18 months which has by now elapsed since the Claimants first learned of Digicel's intention to terminate operates as a constructive notice of termination. The Defendant also points to evidence that, since the interim injunction, the Claimants' stores no longer carry prominent Digicel branding and have taken to promoting other lines, including game consoles. This is inconsistent with the Claimants' stated wish to preserve the status quo pending judgment, see paragraph 28 of the affidavit of Bjorn Spence dated 30th June 2026.

[15] The Claimants, for their part, maintain that they have at all times continued to perform their obligations under the Dealer Agreements, see paragraph 38 of the affidavit of Enid Plummer dated 12th June 2026. The Claimants' position, see paragraph 18 of the affidavit of Katrina Irons filed 24th March 2025 in support of the Fixed Date Claim Form, is that the Defendant's insistence that the December 2024 Notices were final constituted an anticipatory breach of the Dealer Agreements, which the Claimants did not accept. Therefore, the Dealer Agreements remained valid and effectual.

[16] The issues, as they emerged from the evidence and submissions, are:

i. Whether the Dealer Agreements are to be treated as one integrated relationship, or several, for the purpose of assessing what notice was required to bring them to an end;
ii. What, if any notice was required to bring the 2020 Agreement to an end;
iii. Whether the 2017 Agreements, having continued to be performed beyond their fixed term, were terminable on reasonable notice, and if so what is a reasonable notice;
iv. Whether the December 2024 Notices, or the further Notices of 25th March 2026, were effective to terminate the relevant Agreements; and
v. What if any remedy should be granted?

THE LAW

[17] It is convenient to begin with the governing principles. Counsel on both sides were agreed that where a commercial agreement of indefinite duration contains no effective mechanism for termination without cause, the common law ordinarily implies that it is terminable upon reasonable notice. The leading authority is **Decro-Wall International SA v Practitioners in Marketing Ltd [1971] 2 All ER 216**. In that case a French manufacturer and an English company had, by oral agreement made in 1967, constituted the defendant's sole concessionaires for the plaintiff's decorative wall tiles in the United Kingdom. The agreement contained no express term as to duration and it was common ground that it was terminable by reasonable notice. Over three years the defendants built up, at considerable expense, a substantial market for the plaintiff's goods, which came to account for some 83 per cent of the defendants' business. The defendants were persistently, though modestly, late in making payments and the plaintiffs, without warning, appointed another concessionaire as an acceptance of a repudiation by the defendants. The Court of Appeal upheld the trial judge's decision, that the defendants' delay in payments did not amount to repudiation, that the agreement subsisted and, that the agreement was terminable only upon twelve months' notice. Lord Justice Sachs identified as "*the key factor*" the nature and scope of the business relationship between the parties. He observed that it was wrong to regard such an arrangement as

being merely one for the sale of goods. It had, he said, "*a far wider ambit, in that it involved a long-term project for building up to the mutual benefit of both parties a large scale market in a specialised product.*" That approach, in my judgment, applies with equal force to a dealer relationship of the kind before me, which likewise involved considerably more than the sale of goods from one party to another. On the question of the length of notice, Lord Justice Sachs reasoned at page 230 as follows:

> *"Looking at it from the point of view of two reasonable business men deciding as between themselves what would be the appropriate length of notice required for determining a relationship of the nature already described and involving the work and expenditure just mentioned, it seems to me that no concessionaire would proceed unless he knew the concession could not be terminated by notice of less than 12 months; he might reasonably have stipulated for even longer notice. Similarly no reasonable producer of the product would have expected his concessionaire to carry on the business in this way except on the safeguard that he would not receive notice of less than 12 months."*

[18] I respectfully adopt that approach as a touchstone for the present case. The question is what period two reasonable commercial parties, standing in the Claimants' and Digicel's positions respectively, would objectively be taken to have required.

[19] Sachs LJ also addressed, the important question of, whether a purported acceptance of a repudiation which had not in fact occurred could itself operate as a notice to determine the agreement. It is settled law that repudiation by one party alone does not terminate a contract, see **White & Carter v McGregor [1962] AC 413**. Termination requires an acceptance of the repudiation by the innocent party, Sachs LJ concluded at page 230:

> *"I have come to the conclusion that in principle a repudiation of a contract cannot operate as a notice given under it – and a fortiori a letter wrongly purporting to accept a repudiation that has not occurred cannot so operate."*

On that footing the twelve months' notice in Decro-Wall was held to run, not from the ineffective letter of 9th April 1970 but, from a fresh formal notice given after the judgment at first instance.

[20] The reasoning bears directly on two matters before me: first, the Claimants' submission that the Defendant's insistence that the December 2024 Notices were final, and its refusal to countenance any reconsideration, amounted to an anticipatory breach which the Claimants were entitled not to accept, leaving the Dealer Agreements in force. Secondly, the question whether the Defendant can, in March 2026, rely either on a fresh notice or on the mere passage of litigation time as having supplied whatever notice the law required from the outset.

[21] In **Anheuser-Busch International Inc v Commonwealth Brewery Ltd [2026] UKPC 8**, the Judicial Committee of the Privy Council restated and refined the principles derived from **Decro-Wall.** This was in the context of a beer distributorship which had endured for some forty years. The Board held that the chief purpose of a reasonable period of notice is to enable the parties to bring their relationship to an end in an orderly way, affording the recipient of the notice a reasonable opportunity to enter into alternative arrangements and to wind up matters arising from the relationship. This includes, where appropriate, the recoupment of extraordinary, as distinct from ordinary, expenditure or effort. The Judicial Committee further emphasised that the duration of the relationship, although relevant, derives its significance from its bearing on the recipient's ability to adjust to the loss of the relationship rather than from mere longevity. Consistently with Lord Justice Longmore's observations in **Alpha Lettings Ltd v Neptune Research and Development Inc [2003] EWCA Civ 704**, the Board observed that the obligation on the distributor to continue performing and promoting the supplier's products during the notice period is a factor tending to

favour a shorter, rather than a longer, period of notice. Their Lordships decided that a 3 to 6 month period of notice was reasonable in circumstances where the business generated amounted to about 10 percent of the distributor's turnover. Lord Hodge stated at paragraph 72:

> *"Had the business generated by the Distribution Agreement made up a large proportion of BHL's turnover, the fact that it was an established and relatively unchanging business arrangement would have been a factor which, other things being equal, pointed towards a longer period of notice."*

[22] I bear in mind the caution in **Winter Garden Theatre (London) Ltd v Millennium Productions Ltd [1948] AC 173**, that the purpose of an implied term as to reasonable notice is to enable the recipient to adjust to the new situation, and not to prolong the arrangement merely for that party's benefit and convenience. A period of notice is not a vehicle for compensating a party for the loss of a relationship it would, in the ordinary course, have had to relinquish. Against that background, I turn to the issues in the case at bar.

APPLICATION OF LAW TO THE FACTS

[23] I am unable to accept the Claimants' submission that the three Dealer Agreements should, for the purpose of assessing reasonable notice, be treated as a single integrated commercial relationship generating one composite notice period. Each Agreement is a discrete written contract, executed at a different time, containing its own commencement date and, in the case of the 2020 Agreement, its own express term. None contains any cross-reference to the others and the parties are not identical. Mr Spence's evidence to that effect was not seriously challenged, see paragraph 5 of his affidavit dated 30th June 2026. The obligation to give reasonable notice, where it arises, attaches to each contract as an incident of the term implied by law to that particular contract. The appropriate notice period must be assessed by reference to the circumstances of that contract. This is so although, as a practical matter, the Claimants' businesses have to a significant degree been run in an integrated fashion. That fact cannot convert three separate contracts into one for the purpose of

computing a single, composite period of notice. The twenty-four months for which the Claimants contend, was arrived at expressly as a result of treating the five-store, fifteen-year enterprise, as a single undertaking, see paragraphs 34 & 35 of the affidavit of Enid Plummer dated 12th June 2026.

[24] The 2020 Agreement runs for six years from the 1st October 2020. It therefore expires by effluxion of time on the 30th September 2026. Where parties have themselves fixed the duration of their contract, there is ordinarily no room for the implication of a term as to reasonable notice. The parties have already addressed, by agreement, the very question which such an implied term exists to answer. It follows that the December 2024 Notice, insofar as it purported to bring the 2020 Agreement to a premature end on 31st March 2025, was of no effect. It was not open to the Defendant unilaterally to curtail a term for which it had itself contracted.

[25] With respect to the 2017 Agreements the position is materially different. That three-year Initial Term expired on the 31st March 2020, yet the 2nd Claimant and the Defendant continued, for a further period exceeding six years, to perform their respective obligations without a new written agreement. In those circumstances, and applying **Decro-Wall**, I am satisfied that the 2017 Agreements continued otherwise than for a fixed term and were terminable upon reasonable notice. I do not treat the 2017 Agreements as merged with one another, still less with the 2020 Agreement. However, when assessing reasonable notice, no purpose is served by treating the two 2017 Agreements differently. They share identical terms and conditions, a common commencement date, a common expiry of their initial term, and a similar course of subsequent dealing.

[26] In this case several factors weigh in favour of a longer rather than a shorter period of reasonable notice. First, integration, notwithstanding Mr Spence's evidence that no store was formally presented to the public as part of a "*single dealer group*", I accept, on the totality of the evidence, that the stores were substantially integrated with the Defendant's business. They were branded, staffed, trained and operated to meet the Defendant's own standards, see

Schedule 2 to the Agreement, exhibit KI-1 to the affidavit of Katrina Irons dated 24th March 2025. They generated custom and goodwill from which the Defendant's brand benefited, see for example, the exchange in cross examination of Bjorn Spence:

> *"Q: Do you agree Digicel expected authorized dealers to maintain a certain aesthetic and professional retail store, stores look and feel a particular way*
> *A: Correct*
> *Q: If store looks a particular way would it drive in more customers*
> *A: Yes*
> *Q: Probably increase sales*
> *A: I can't speak to that*
> *Q: Drive in customers you said*
> *A: I expect but can't say for sure*
> *Q: If it does would it benefit Digicel*
> *A: Increased customer traffic would benefit Digicel*
> *Q: If a dealer invested in improving the aesthetics of a store would it benefit Digicel*
> *A: Subjective improvement by whose*
> *Q: Improve in accordance with Digicel*
> *A: If in line with Digicel standards I would say yes*
> *Q: Are you aware the 2nd Claimant carried out renovations at her store in Ocho Rios*
> *A: Yes"*

That the branding and layout requirements were, as Mr Spence says, applied generally across the Defendant's dealer network does not make them any less real in their effect on the particular relationship being considered. A requirement of general application is no less an incident of integration because it is generally applied. I accept the Claimant's evidence that sales of the Defendant's products and services accounted for some 80% of the revenue, see paragraph 23 of the affidavit of Enid Plummer dated 12th June 2026. Their stores were integrally associated with the Defendant's product and the relationship although not a partnership involved considerable integration, see in this regard the affidavit of Enid Plummer filed 12th June 2026 at paragraphs 24-37.

[27] The second factor is the absence of a cause. There is no suggestion that the Defendant had any complaint with the Claimants' performance under the 2017 Agreements. Indeed, the termination letter of 17th February 2025 stated candidly that termination "*was not made for cause*" and that no reason was required to be given, see exhibit KI-1 to paragraph 17 of the affidavit of Katrina Irons dated 24th March 2025. Where a party terminates a relationship of this kind purely as a matter of its own commercial choice, and not in response to any failing on the other side, fairness ordinarily calls for a longer period of adjustment, since the recipient has done nothing to bring the situation upon itself and has had no occasion to see the end of the relationship coming.

[28] Thirdly, is the Ocho Rios renovation. I have considered carefully the conflict between the evidence of Ms Plummer, Mr Spence and Ms McCalla on this point. I do not accept the Claimants' suggestion that the Defendant approved, funded or encouraged the works. Ms McCalla's evidence, which I accept, is that no such approval or encouragement was given, whether in the October 2023 exchange or otherwise, and that any Group-level approval that might have been required was never sought or obtained. I likewise accept that the Defendant only learned the works were physically under way on 4th November 2024, after they had commenced. None of that, however, is inconsistent with the finding I am able to make and do make, that the 2nd Claimant gave the Defendant notice, by the October 2023 email exchange, of its intention to carry out store improvements. The Defendant's response, whatever its shortcomings as an approval, did not amount to an objection. In a relationship of this length, notice given and not objected to is sufficient to support a reasonable expectation that proceeding would not itself precipitate an abrupt termination of the relationship. This is so, particularly having regard to the evident commercial urgency, for a Digicel-branded outlet, of remaining competitive and meeting the standards expected of such a location. I do not accept the submission of Defendant's counsel that no benefit enured to the Defendant merely because the Ocho Rios premises are not leased by the Defendant. The benefit in question is not

confined to the landlord's interest in the property but extends to the maintenance of a creditable, Digicel-branded retail presence forming part of the Defendant's own dealer network and customer-facing identity.

[29] Fourthly, mitigation. I accept that avenues of mitigation exist, in particular, the possibility of operating as an Indirect Channel Distributor, and also the Defendant's stated waiver of the exclusivity clause. I weigh these factors in the balance but they do not reduce, what would otherwise be a reasonable period of notice, to the three months contended for by the Defendant. Equally, I do not accept that the matters relied upon by the Claimants justify the twenty-four months for which they contend. In particular, because the submission is constructed, on the rejected premise that the Dealer Agreements fall to be treated as one.

[30] Weighing all of these considerations against the caution in **Winter Garden Theatre,** that notice is not to be used to prolong a relationship for one party's convenience, and adopting the test applied by Sachs LJ in **Decro-Wall,** I am satisfied that, reasonable men of commerce would agree, a period of not less than one year constitutes reasonable notice for the termination of the 2017 Agreements.

CONCLUSION

[31] It follows that the December 2024 Notices were invalid and of no effect with respect to the 2020 Agreement. This is because they purported to curtail an express fixed term otherwise than for proven cause. They were ineffective against the 2017 Agreements, because the notices given fell well short of the period of not less than one year which I have found to be reasonable.

[32] The Defendant's insistence, by its letter of 17th February 2025, that the decision to terminate was final and required no reason, did not bring the Dealer Agreements to an end. Termination by repudiation requires acceptance by the innocent party. The Claimants' letter of 2nd February 2025, followed by the commencement of these proceedings, made it clear that no such repudiation

was accepted. Therefore, whether the Defendant's stance is characterised as a breach of the Agreements' express terms, or a failure to give reasonable notice, the December 2024 Notices did not operate to terminate the relevant Agreements.

[33] As regards the notice dated 25th March 2026, issued during the currency of these proceedings, I accept the Claimants' submission that the Defendant cannot, having required the Claimants to litigate the adequacy of its original notice, simultaneously rely on the effluxion of time during that litigation. That approach accords with Sachs LJ's treatment, in **Decro-Wall**, of the plaintiffs' ineffective letter of 9th April 1970. An ineffective purported determination does not itself start time running, whether as a notice or as "constructive notice". In any event, the notice of 25th March 2026 gave a 6-7-month period of notice which is less than the one year I have found to be reasonable. I do not consider that the evidence concerning the Claimants' alleged de-branding of their stores, or the dispute over the third-party location opened near the Ocho Rios store, impact the questions I have had to determine.

[34] I therefore hold that, the Claimants are entitled to declaratory relief in the terms which follow, and to an injunction restraining the Defendant from appointing a replacement dealer, or otherwise disrupting the Claimants' ability to carry on business under the Dealer Agreements, until those Agreements are lawfully terminated, whether by the effluxion of time of the 2020 Agreement's on 30th September 2026, or by reasonable notice, of not less than one year, in respect of the 2017 Agreements.

DECLARATION AND ORDERS

In the result, and for the reasons given, I make the following declarations and orders:

i. It is Declared that the notices dated 12th December 2024 issued by the Defendant to the 1st and 2nd Claimants purporting to terminate the Dealer Agreements between the parties are invalid and unlawful having been issued in breach of the express terms of the agreements and/or because they do not constitute reasonable notice.

ii. It is Declared that the Dealer Agreement entered into on the 1st October 2020 between the 1st Claimant and the Defendant (with respect to shop locations at Portmore Mall and Sovereign Centre Liguanea) shall expire by effluxion of time on the 30th September 2026.

iii. It is Declared that the General Dealer Agreements entered into on the 1st April 2017 between the 2nd Claimant and the Defendant (with respect to two shops in St. Ann) and on the 1st April 2017 between the 2nd Claimant trading as Happy Konnections and the Defendant (with respect to stores in Sovereign Village Portmore and UWI Mona Campus) are terminable on reasonable notice and that reasonable notice must be for not less than a period of one year.

iv. It is declared that the Notices dated the 12th December 2024 and 25th March 2026 are null, invalid and unlawful and of no effect as they do not constitute reasonable notice.

v. The Defendant is restrained whether by itself, its servants and/or agents or otherwise howsoever from taking steps to appoint a replacement dealer and/or from appointing a replacement dealer and from otherwise disrupting the Claimants' ability to carry on business under the said dealer agreements until they shall either have expired by effluxion of time or been terminated by reasonable notice in accordance with this judgment or been otherwise lawfully terminated pursuant to the terms of the said dealer agreements.

vi. Costs to the Claimants to be taxed if not agreed.

vii. Liberty to apply to either party generally.

Batts J

Puisne Judge