[2026] JMCC Comm 15

IN THE SUPREME COURT OF JUDICATURE OF JAMAICA

IN THE COMMERCIAL DIVISION

CLAIM NO. SU2026/CD00134

BETWEEN	**PPIVOT LLC**	**CLAIMANT**
AND	**PROFESSIONAL FOOTBALL JAMAICA LIMITED**	**DEFENDANT**

Interlocutory Injunction – Application to restrain broadcast of football games - Meaning of "subject to contract" - Whether waived by conduct- Whether breach of confidentiality agreement - Whether serious issue to be tried – Whether damages an adequate remedy – Balance of convenience/justice of the case – Effect of delay by applicant – Intellectual property rights of Defendant.

Douglas Leys KC and Samoi Campbell instructed by Ley Smith Attorneys-at-Law for the Claimant.

Emile Leiba and Nathanael A. Amore instructed by Dunn Cox for Defendant

Heard: 7th & 8th May 2026.

In Chambers (via video conference)

Coram: BATTS, J.

[1] On the 8th May 2026 I made the following Orders:

a) The application for an interlocutory injunction is refused.
b) Costs to the Defendant to be taxed if not agreed.
c) The application for an injunction pending appeal is refused.

This judgment fulfils my promise to provide written reasons at a later date.

[2] This matter concerns a Notice of Application for Court Orders/Interlocutory Injunction filed by the Claimant, PPIVOTT LLC ("PPIVOTT"), on the 16th April 2026. The Claimant sought to restrain the Defendant, Professional Football Jamaica Limited ("PFJL"), whether by itself, its directors, officers, servants, or agents, from broadcasting, distributing, or otherwise exploiting any content of the Jamaica Premier League ("the League") pending the trial of the action or further order of the Court. The application was grounded on the following assertions:

> *"1. The Claimant has a strong prima facie case with a real prospect of success.*
>
> *2. The balance of convenience is in favour of granting the injunction.*
>
> *3. Damages are not an adequate remedy for the loss and damage that the Claimant has suffered and will continue to suffer if the injunction is not granted.*
>
> *4. The Defendant has acted in flagrant breach of its contractual and confidential obligations to the Claimant pursuant to a Commitment Letter and a Non-Disclosure Agreement between the parties dated 18th July 2025.*
>
> *5. The Defendant has, by its conduct, demonstrated an intention to continue its unlawful actions unless restrained by this Honourable Court."*

[3] The Claimant is a company incorporated under the laws of the United States with registered offices in Florida,see exhibit OH3 to the affidavit of Owen Hill filed on 30th April 2026. It is affiliated with 284 Holdings Limited and a global partner of Tata Communications a leading global Technology firm, see paragraph 4 of the affidavits of O'Neil Walters and Michael Vaccianna filed on the 16th April 2026. The Claimant provides marketing, broadcast, production and distribution services. The Defendant is a company incorporated under the laws of Jamaica and is the

organiser and owner of the rights of the Jamaica Premier League ("the League"), see exhibit OH3 to the affidavit of Owen Hill filed on 30th April 2026.

[4] According to the affidavit evidence of Mr.O'Neil Walters, the Claimant's Managing Partner and Chief Executive Officer, discussions about a broadcast partnership commenced in late 2024 with Mr. Donovan White, a director of the Defendant. The talks occurred in light of the impending cessation of broadcast services by Sportsmax Limited, whose contract was set to expire at the end of the 2025 season. The 2026 season was to begin in September 2025, see paragraph 3 of the affidavit of O'Neil Walters filed on the 16th April 2026. On the 5th April 2025 a stakeholder breakfast was hosted at the Courtleigh Hotel in Kingston at which the Claimant's broadcast capabilities were formally presented to Mr. White and other representatives of the Defendant. Meetings followed and Mr White was taken on a tour of network facilities in New York, see paragraphs 5 to 8 of Mr Walter's above referenced affidavit.

[5] The Defendant initiated what it described as "*a competitive procurement process for broadcast production and content distribution rights"* for the League, see paragraph 5 of the fourth affidavit of O'Neil Walters filed on the 5th May 2026. The Claimant submitted a proposal for a five-year broadcast partnership. On the 18th July 2025, the Defendant issued a letter to Mr. O'Neil Walters identifying the Claimant as the "Preferred Partner" for the provision of production and broadcast services. That letter, which the Claimant describes as a "Commitment Letter", is at the centre of this dispute. It stated that the selection was "*subject to contract*", and that the Defendant required the Claimant to complete a successful Proof of Concept ("POC") demonstrating its technical and production capabilities, in a live match day environment, prior to any formal agreement. The letter also contemplated a Memorandum of Understanding (MOU) to govern the interim period while reserving final commitment until successful completion of the POC, see exhibit OW1 to the affidavit of O'Neil Walters filed on the 16th April 2026.

[6] On the same date, 18th July 2025, the parties executed a Mutual Confidentiality Agreement ("the NDA" or "the MCA"), see exhibit OW2 to the affidavit of O'Neil Walters filed on 16th April 2026. The NDA/MCA, signed by O'Neil Walters for the Claimant on 31st July 2025, and by Owen Hill for the Defendant on 5th August 2025, defined "Confidential Information" broadly to include: " *any business and/or technical information which is disclosed by the Disclosing Party to the Receiving Party after the Effective Date and with respect to or in pursuance of the potential Business Opportunity (including without limitation any such disclosure made in the course of discussions, negotiations, studies, sales presentations, product or service demonstrations, testing, or other work undertaken between the Parties…."). The NDA/MCA had a term running to 18th July 2028, with confidentiality obligations surviving for five years thereafter. Critically, clause 7 provided that neither party was obliged to enter into further negotiations, conclude any agreement, or otherwise proceed with "*the proposed Business Opportunity(or any other transaction or business relationship)".*

[7] The Claimant contends that, in reliance on the Commitment Letter and the NDA/MCA, it invested in excess of USD $150,000 in cash and minimum value guarantees and commenced broadcast production. It states that it successfully produced and distributed 11 match days (22 games) beginning in September 2025, negotiated a three-year broadcast agreement with Television Jamaica Limited ("TVJ") on behalf of the League, and secured a partnership with KISWE, a global technology company, for live streaming. A public press release issued on 10th September 2025 announced the Claimant as the League's "*exclusive 2025–2030 Host Broadcaster,"* and Owen Hill was quoted celebrating this "*ground breaking partnership.*", see paragraphs 11 to 14 of the fourth affidavit of O'Neil Walters filed 5th May 2026 and paragraphs11 to 13 of his affidavit filed on 16th April 2026.

[8] The relationship between the parties began to deteriorate in or around September 2025. The Claimant contends that the Defendant failed to make payment of a mobilisation fee, failed to provide match day schedules, and in or about December 2025 suspended broadcast operations indefinitely, see paragraphs 14 to 16 of the

affidavit of O'Neil Walters filed on 16th April 2026. By letter dated 3rd December 2025, the Claimant stated that a contract needed to be "*finalised and executed by both parties"* and that payment was required to proceed. On the 5th December 2025, the Claimant again wrote to the Defendant stating that it could not guarantee broadcast services in the absence of payment and would suspend operations. The Defendant responded by letter dated the 30th December 2026 indicating, among other things, that there were outstanding issues which included a "*revenue share framework*", see exhibits 5,7 and 8 of the affidavit of Owen Hill filed on the 30th April 2026. In February 2026, the Defendant, without warning, terminated further negotiations and engaged third parties described as "bloggers" to produce and distribute low-quality broadcasts of League matches on YouTube, see paragraph 17 of the affidavit of O"Neil Walters filed on the 16th April 2026. The Claimant says this constituted a flagrant breach of both the Commitment Letter and the NDA/MCA. The League is now entering its final stages, with the playoff stage and cup final scheduled for May 2026. The Claimant says it will suffer incalculable loss and loss of reputation as this is the most lucrative part of the season.

[9] The Defendant's position, as deposed to by Mr Owen Hill its Chief Executive Officer, is that no binding or concluded agreement was ever reached with the Claimant. Mr. Hill deposes that the commitment letter expressly conditioned any arrangement on the execution of a formal agreement and successful completion of the Proof of Concept (POC); that the Non-Disclosure Agreement (NDA/MCA) was a confidentiality agreement only and created no commercial or contractual obligations; that the draft broadcast agreement remained under ongoing review with material commercial terms unresolved, including the grant of rights, duration, revenue share, production fees, Key Performance Indicators (KPIs), and audit rights; and that the broadcast services already provided by the Claimant were compensated by payment and were temporary and evaluative in nature, see affidavit of Owen Hill filed on the 30th April 2026 and exhibit OH3 thereto. The Defendant further relies on the affidavit of Donovan White filed on the 7th May 2026 in which Mr. White confirms that the discussions in which he participated were

preliminary, that he had no authority to bind the Defendant to any contractual arrangement, and that no agreement was reached at any stage.

[10] Each party provided written and oral submissions for which I am grateful. There was not much dispute about the applicable legal principles which are well established. The leading authority is **American Cyanamid Co v Ethicon Ltd [1975] AC 396**, as authoritatively applied by the Judicial Committee of the Privy Council in **National Commercial Bank Jamaica Ltd v Olint Corp Ltd [2009] UKPC 16.** These principles have been applied in several Jamaican cases. The court must consider:

a. Whether there is a triable issue ;
b. Whether damages would be an adequate remedy for the Applicant and conversely whether the Respondent can be adequately protected by an undertaking as to damages;
c. Where the balance of convenience /justice of the case lies; and
d. Any special factors.

[11] Lord Hoffmann explained in **Olint** that the purpose of an interlocutory injunction is not simply to preserve a party's asserted position, but to improve the chance of the court being able to do justice after trial. The overarching principle is to take whichever course appears to carry the lower risk of injustice to either party if it should turn out to have been wrong. His Lordship further noted that it is often said that the purpose of an interlocutory injunction is to preserve the status quo, but that it is of course impossible to stop the world pending trial. At paragraph 16 of his judgment Lord Hoffmann, before noting that a "box-ticking" approach should be avoided, stated:

> *"The purpose of such an injunction is to improve the chances of the court being able to do justice after a determination of the merits at the trial. At the interlocutory stage, the court must*

therefore assess whether granting or withholding an injunction is more likely to produce a just result."

[12] Turning to the application of those principles I remind myself that no findings of fact are to be made at this stage when evidence is untested. I consider first whether there is a real issue to be tried, in the sense that the claim is not a frivolous one. The Claimant advances its case principally on two bases: promissory estoppel arising from the Defendant's representations by conduct, and breach of confidence under the NDA/MCA. On the question of contract formation, the Claimant argues that the parties operated as concluded broadcast partners and that the "subject to contract" language was overtaken by subsequent conduct and events.

[13] The Claimant's case on contract formation is substantially contradicted by the very documents upon which it relies. The "*preferred partner*" letter of 18th July 2025 expressly conditioned the arrangement on a formal agreement and a successful POC. The NDA/MCA, by clause 7, preserved each party's freedom not to proceed with the proposed Business Opportunity. No executed broadcast agreement was ever produced. The draft agreement, exhibit OH3 to the affidavit of Owen Hill filed on 30th April 2026, contained material unresolved terms going to the root of the proposed transaction, such as the grant of rights, revenue share, production fees, and KPIs. These are not peripheral administrative matters; they are central commercial terms in any host broadcast arrangement. Unlike in **RTS Flexible Systems Ltd v Molkerei Alois Müller GmbH & Company [2010] UKSC 14, see paragraphs 86 and 87,** it cannot be said that all terms, which the parties regarded as essential, had been agreed and therefore the "subject to contract" clause was waived.

[14] The Claimant's letter of 3rd December 2025 expressly called for the contract to be *"finalised and executed by both parties."* That language is, as submitted by the Defendant, the language of ongoing negotiation and is irreconcilable with the existence of an already binding and concluded agreement. As the Court of Appeal held in **Joanne Properties Ltd v Moneything Capital Ltd [2020] EWCA Civ**

1541, once negotiations are stated to be *"subject to contract,"* that condition carries through all subsequent dealings unless unequivocally and necessarily removed. The documentary evidence is such that I cannot say the Claimant has demonstrated an arguable case that a contract came into existence. The conduct relied upon is at best ambivalent since the carrying of some games is consistent with the stated "proof of concept". An announcement at a press conference, given the many material terms not yet agreed, is unlikely to move a court of equity to grant relief based upon estoppel.

[15] The breach of confidence claim, founded on the NDA/MCA, is the stronger of the two causes of action advanced by the Claimant. That agreement is signed and binding. It broadly defines Confidential Information to include the Claimant's business models, technical architecture, and strategic plans relating to the commercialization of the League. The Claimant alleges that the Defendant, having received such information used it to launch its own parallel YouTube broadcast operation. Three elements of a breach of confidence claim are at least arguable: that the information had the necessary quality of confidence, that it was imparted in circumstances importing an obligation of confidence, and that there has been an unauthorized use to the detriment of the party communicating it. However, the Claimant has not, in its affidavit evidence or written submissions, identified with any specificity the particular confidential information said to have been misused. The broad assertion that the Defendant "*used the Claimant's strategic architecture*" is difficult to assess without particularization. That absence is itself a significant weakness. I am therefore not satisfied that an arguable case has been demonstrated. I therefore would refuse interlocutory relief on either basis and hold that the Claimant has not demonstrated an arguable claim.

[16] If, however I am wrong on that I consider the second question, whether damages will be an adequate remedy. The Claimant submits that damages would be wholly inadequate because the harm is not merely financial but existential as it involves the destruction of its exclusive broadcast rights, reputational damage with global

partners including Tata Communications and KISWE, and the irreversible erosion of its market position. I considered the submission carefully.

[17] The difficulty with the Claimant's position is that, on its own evidence, the alleged harm has been substantially quantified. The Claimant claims USD $207,000.00 as an outstanding balance for services rendered, loss of confirmed advertising revenue from the Jamaica Tourist Board estimated at USD $150,000.00 for October to December 2025, projected total revenue losses of USD $390,000.00 through the end of the season, and damages in excess of USD $500,000.00 for breach of the NDA/MCA, see the Particulars of Claim filed on the 11th April 2026. These are mainly financial and/or commercial losses capable of assessment at trial. The Claimant cannot, by labelling its harm "irreparable," convert what is, in substance, a claim for debt, damages, loss of profits and an account, into a category of loss incapable of monetary compensation. The reputational loss alleged can be assessed as is done in defamation claims. The fact is that the Claimant has already filed a substantive claim in which it quantified its losses in excess of JMD $100,000,000.00. The filing of the claim and the articulation of quantified heads of loss are not consistent with a submission that the harm is incapable of assessment.

[18] If I am wrong on the question of damages being an adequate remedy, I turn to the balance of convenience and/or the overall justice of the case. The evidence establishes that the relationship between the parties broke down in the period September to December 2025. The League was interrupted in October 2025 by hurricane Mellissa but thereafter the Defendant suspended broadcast activities indefinitely. By letter dated the 5th December 2025, the Claimant wrote to the Defendant suspending its own broadcast operations pending payment and by February 2026, the Defendant engaged alternative broadcasters, see paragraph 17 of the affidavit of O'Neil Walters filed 16th April 2026 (and paragraph 8 of this judgment above). Yet this application was not brought until the 16th April 2026. By that time, the League was entering its final stages, with the playoff and cup final games imminent.

[19] The application was therefore brought, on the evidence, some four to five months after the parties' relationship had materially broken down and after the Claimant had suspended its broadcast services. The Claimant's explanation for this delay is that it continued in negotiations with the Defendant in an effort to resolve the dispute. However, the Claimant is a commercial entity, represented by experienced counsel. The moment it became aware that the Defendant was engaging alternative broadcasters, was the moment at which it should have moved to seek redress in court. Instead, it waited until the final stages of the League.

[20] The timing of the application is telling. The playoff stages and cup final represent the most commercially valuable matches of the season: They are the games that generate the highest viewership, fan engagement, and advertising revenue, see paragraph 24 of the affidavit of O'Neil Walters filed on the 16th April 2026. The effect of granting the injunction at this juncture would be to restrain the Defendant from broadcasting those games which are most costly to postpone. In practical terms, the Defendant would be faced with a choice of either, cancelling or postponing the final stages of the national competition or, returning to the Claimant to provide broadcast services on the Claimant's terms. The commercial leverage this would create for the Claimant appears disproportionate, having regard to the disputed nature of the alleged contractual right. I am of the view that the Claimant who has sat on its alleged rights, for the period that the Claimant has in this matter, and who brings an application for injunctive relief at the eleventh hour timed to coincide with a critical juncture in the competition operated by the Defendant, must face a high threshold in persuading the court that the balance of convenience favours restraint. The Claimant has not met that threshold.

[21] I also consider the nature of the subject matter of the injunction. The Defendant is responsible for the administration and operation of the Jamaica Premier League, a national football competition. An injunction restraining the broadcasting, distributing, or otherwise exploiting of any content of the League would likely disrupt scheduled matches, other broadcast arrangements, sponsor obligations, club exposure, fan access, and the administration of the competition as a whole,

see paragraph 56 of the affidavit of Owen Hill filed on the 30th April 2026. The effect would very likely extend well beyond the parties to this litigation, and I take judicial note of that. Players are in training and preparation for matches. Clubs have obligations to their fans and to the League's commercial partners. Sponsors may have placed advertisements in reliance on a broadcast schedule. The League's content is, at base, the intellectual property of the Defendant. The Claimant's alleged exclusive rights, which have not been established by way of any executed agreement, do not override the Defendant's right to administer the competition it owns and operates. The injunction sought would not be preserving the status quo in place since December 2025 but would rather be seeking to change it.

[22] Further, and importantly, the relief sought by the Claimant is not a limited, targeted order directed at the protection of specifically identified confidential information. It is a blanket restraint on the broadcasting or exploitation of *"any content*" of the Jamaica Premier League. That relief is broader than could conceivably be justified even if a breach of confidence were ultimately established. As the Defendant rightly submits, a confidentiality complaint could at best ground a more limited, particularised order directed at preventing the use of specific identified information. It ought not to support a wholesale prohibition on the Defendant broadcasting its own competition. Granting the injunction in the terms sought would, in substance, confer upon the Claimant at an interlocutory stage the very exclusivity it seeks to establish at trial and would do so before the Court has had any opportunity to assess whether such exclusivity was ever contractually agreed. That is precisely the outcome cautioned against in **American Cyanamid** and in **Olint**, where Lord Hoffmann warned that the purpose of an interlocutory injunction is to improve the chances of doing justice after trial, not to pre-determine the central issue in dispute.

[23] I also consider the position should the injunction be wrongly refused. If the Claimant succeeds at trial, it will be entitled to damages, loss of profits, and such further or other relief as the court considers appropriate. The harm to the Claimant from the loss of the remaining matches of the current season, while significant, is finite, identifiable, and capable of monetary assessment. By contrast, were the

injunction to be granted and it were later determined that no exclusive contractual right existed, the disruption to the Defendant, its member clubs, sponsors, and the public from having had the national competition halted at its final stage would be extremely difficult to quantify or remedy, see paragraphs 55 and 56 of the affidavit of Owen Hill filed on the 30th April 2026. The relative weakness on the merits of the Claimant's case, when compared to the Defendant's, is a further reason to hold that the balance of convenience and overall justice of the case favours the refusal rather than the grant of interlocutory injunctive relief.

[24] Applying the principle, that the Court should take whichever course is likely to cause the least irremediable prejudice, I am satisfied that the balance of convenience and overall justice of the case favours refusing the injunction. The Claimant may prosecute its claim to trial and seek quantified relief there. That is the appropriate forum for the resolution of this dispute.

[25] The application for an injunction pending any appeal of this ruling is also refused. The considerations that weigh against the grant of the interlocutory injunction apply with equal force to any application for a stay. The League's final stage is imminent and the disruption that would be caused by any order restraining broadcast would be immediate and irreversible. Costs are awarded to the Defendant to be taxed if not agreed.

David Batts
Puisne Judge.