

IN THE SUPREME COURT OF SEYCHELLES

BENILDE CEDRAS

PLAINTIFF

VERSUS

SHEILA BARALLON

DEFENDANT

Civil Side No 180 of 2004

Mr. F. Elizabeth for the plaintiff

JUDGMENT

B.Renaud

The Plaintiff avers in his plaint that he is and was at all material times a businessman and the Defendant's profession is unknown. On or around the 16th December 2002 the Defendant borrowed the sum of SR40,000.00 from the Plaintiff. The Plaintiff further avers that the Defendant has failed, refused or neglected to pay the Plaintiff the said sum or any sum at all despite numerous request. By reason of the matters aforesaid the Plaintiff has suffered loss and damages.

Particulars

(a)	<i>Sum due from the Plaintiff to Defendant</i>	<i>SR40,000.00</i>	
	Moral damages		<u>SR 2,000.00</u>
	Total		<u>SR42,000.00</u>

The Plaintiff prays this Honourable Court to give judgment in his favour in the sum of SR42,000.00 together with interest and costs.

The Defendant was duly served on 20th July 2000 and the case was mentined on 12th October, 2004. The Defendant failed to attend Court without offering any reason and neither did she filed a statement of defence. The Plaintiff sought leave of the Court for the matter to proceed ex-parte. The Court granted leave accordingly.

The Plaintiff who resides at La Misere testified that on or around 16th December, 2002 he lent the Defendant the sum of SR40,000.00. The Defendant signed a document acknowledging that she owed the Plaintiff SR40,000.00 and she undertook to pay back the said amount by 15th January 2003. The said document dated 16th December, 2003 was admitted and marked Exhibit P1. The Plaintiff further testified that the Defendant failed to repay the said sum by the agreed date despite the several requests made to Defendant. That was followed up by a letter of demand dated 12th February, 2004 which was admitted and marked as Exhibit P2. The Plaintiff also wrote to the Plaintiff a letter dated

27th November 2003 which was admitted and marked as Exhibit P3. The Plaintiff claims that he has suffered loss and damage and is now claiming the total sum of SR42,000.00 plus court costs and interest thereon.

On the basis of the uncontradicted evidence of the Plaintiff and the documentary evidence adduced, I am satisfied that the Plaintiff has proven its claim against the Defendant on the balance of probabilities. I enter judgment in favour of the Plaintiff as against the Defendant in the total sum of SR42,000.00 with interest and costs.

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B.RENAUD

JUDGE

Dated this 25th day of February 2005