

IN THE SUPREME COURT OF SEYCHELLES

SEYCHELLES SAVINGS BANK

PLAINTIFF

VERSUS

PATRICK BIJOUX

1. **WILVEN ALCINDOR**
2. **ALEX PORT LOUIS**
DEFENDANT

Civil Side No 299 of 2005

Mr. F. Ally for the Plaintiff
Defendants absent/unrepresented

JUDGMENT

Perera J

The plaintiff bank granted two loans to the 1st defendant. In the first loan agreement dated 12th November 1998, a sum of Rs.50,000 was granted with the 2nd defendant as the guarantor. It was agreed *inter alia* that the 1st defendant would repay the said loan with interest calculated in a sum of Rs.10,870.20 by 48 monthly instalments of Rs.1268.13 per month, and that all interest, loan repayments and any other charges would be repaid not later than 28th October 2002.

By a second agreement dated 1st March 2001, the plaintiff was granted a further sum of Rs.50,000 as an overdraft, with the 2nd and 3rd defendants as guarantors. That amount was repayable by the 30th September 2001, at the rate of 10% per annum.

It is averred that at the end of June 2005, the 1st defendant is indebted to the plaintiff company in a sum of Rs.38,370.85 on the first agreement and Rs.81,250.55 on the second agreement. By an "acknowledgement of debt" dated 15th December 2004, (P5) the 1st defendant had undertaken to pay the total sum of Rs.119,622.40 by monthly instalments of not less than Rs.1200. It was further agreed by him that if he defaulted payment, the outstanding debt shall become due and payable without further notice.

Notice of the plaint was served on the 1st, 2nd and 3rd defendants. However as they defaulted appearance, the case was fixed for ex parte hearing. At the hearing, Ms. Elice Paulette Aglae, the Debt Recovery Officer of the plaintiff bank testified that the 1st defendant had defaulted payment on both agreements and also has not honoured the "acknowledgement of debt", and that consequently, he was now indebted to the bank in a total sum of Rs.121,282.40 at interest of 10% per annum.

Accordingly, the Court being satisfied on the basis of the oral and documentary evidence that the 1st defendant has failed to repay the loans on both agreements, makes order as follows-

1. *Judgment is entered in favour of the plaintiff in a sum of Rs.38,370.85 together with interest at 10% per annum from June 2005, payable by the 1st and 2nd defendants, jointly and severally.*

Judgment is entered in favour of the plaintiff in a sum of Rs.81.250.55 together with interest at 10% per annum from end of June 2005, payable by the 1st, 2nd and 3rd defendants, jointly and severally.

2. *The plaintiff will also be entitled to costs of action.*

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A.R.PERERA

JUDGE

Dated this 9th day of June 2006