

IN THE SUPREME COURT OF SEYCHELLES**RALPH VEL****Plaintiff****VS.****WINSLEY MOREL****Defendant**Civil Side No.118 of 2006

Mr. Shah for the Plaintiff

JUDGMENT***Gaswaga, J***

The Plaintiff is a resident of Beau Vallon who was at all material times a businessman operating in the Republic of Seychelles. At the hearing it was deposed by the Plaintiff that on the 27th of June, 2005 the Defendant signed an acknowledgement of debt for the sum of SR 39.000.00 in favour of the Plaintiff, being a loan he had taken from him. (See P1). The Defendant wanted to buy a boat but the money was not enough even after realising the proceeds from the sale of his pick-up truck. The loan was repayable by monthly instalments of SR 2.000.00 with effect from 8th July, 2005. It was a further term of the agreement that if any of the instalments is not paid then the whole loan would become due and payable with interest at 10 per cent per annum with effect from 1st June, 2005.

That despite repeated requests by the Plaintiff the Defendant refused, ignored and

or failed to pay the outstanding loan hence breaching the said terms and whereupon the whole loan amount became due and payable. The Defendant's version of the story was not heard as he, although duly served, did not turn up nor file a defence in this matter and leave was granted for the case to proceed *ex-parte*. **See section 65 of the Seychelles Code of Civil procedure Cap. 213.**

I am satisfied that on the uncontroverted evidence before the Court the Plaintiff has proved his case against the Defendant on a balance of probabilities. Judgment is accordingly entered for the Plaintiff as prayed in the plaint in the sum of SR 39.000.00 with interest thereon at the rate of 10 per cent per month with effect from 1st June, 2005 until payment in full. The Plaintiff is also awarded costs of the suit.

D. GASWAGA

JUDGE

Dated this day of November, 2006.