

**IN THE SUPREME COURT OF SEYCHELLES**

**DEVELOPMENT BANK OF SEYCHELLES**

**Plaintiff**

(Represented by its Managing Director Mr. Roger Toussaint)

**VS**

**EDDIE PREA**

**Defendant**

C/o Solo Electronics

Storey House

Victoria

Civil Side No. 191 of 2004

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Mr. Herminie for the Plaintiff

**JUDGMENT**

*Gaswaga, J*

The plaintiff is a bank at all material times operating in the Republic of Seychelles which among others offers loan services to its clients. The defendant is a customer of the plaintiff who pursuant to an agreement dated 10<sup>th</sup> November 1999 was availed a loan of SR 264,551.00 with interest at the rate of 12 per cent per annum payable by 98 monthly installments of SR 4,248.00 with effect from 1<sup>st</sup> October 1998. The purpose of the loan was to purchase two diesel engines and to renovate a boat, which the defendant was to use as hire craft.

In his defence dated 14<sup>th</sup> January 2005 the defendant averred that he had made

payments to the plaintiff under the said loan and does not owe the sum of SR 437,326, 00.

When the matter came up for hearing the defendant's lawyer did not turn up nor communicate to the court (and his client) as required of an officer of the court and after granting an adjournment of a few minutes to allow the defendant to locate him, I ruled that the case should proceed in the absence of the said lawyer. It should also be noted that this case was filed in the year 2004 and the various attempts to have the same settled have yielded nothing positive.

One witness Mr. Donald Rosette, a banking officer with the plaintiff was called and he confirmed that the defendant obtained a loan of SR 264,551.00 from the bank on the 10<sup>th</sup> November 1999 as per the loan agreement (P1). He also stated that by the time the case was filed interest had accrued to put the total figure at SR 430,143.00 but that the said total had since increased and stood at SR 533,958.00 as at 28<sup>th</sup> June, 2006.(see statement of account P2). Demand for the outstanding balance of the loan was made vide a letter by the plaintiff's Attorney (see P3).

The defendant had nothing to ask in cross-examination of the witness. He did not also object to the admission of the three documents in evidence. When invited by the court to make his defence he stated that his lawyer was the one supposed to be dealing with the case before further saying that he had nothing to say. Asked whether he disputed the figures he said that the figures were okay.

I am satisfied that the plaintiff has proved its case against the defendant on a balance of probabilities. There exists no plausible defence to the claim. Accordingly judgment is hereby entered for the plaintiff as prayed in the plaint in the sum of SR 437,326.00 with interest thereon at the rate of 12 per cent until payment in full. The plaintiff is also awarded costs of the suit.

**D. GASWAGA**

**JUDGE**

Dated this 2<sup>nd</sup> day of November, 2006.