

IN THE SUPREME COURT OF SEYCHELLES

SEYCHELLES SAVINGS BANK

Plaintiff

VS.

MARIE-ANTOINE NOURICE

Defendant

Civil Side No. 264 of 2005

Mr. W. Lucas 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 (P1) dated 12th November, 1998 was availed a loan of SR 45.000/- with interest at the rate of 10% per annum payable by 48 monthly instalments of SR1, 141.32/- with effect from 28th November, 1998.

The Defendant, though duly served, did not turn up nor file a defence in court and leave was granted for the case to be heard *ex-parte*. **See section 65 of the Seychelles Code of Civil Procedure Cap. 213.** One witness, Ms. Elice Pollette Aglae who is also the loan recovery officer with the plaintiff bank confirmed the

above facts and further stated that by the time the case was filed interest had accrued to put the total figure at SR52, 636.90/- but that the said total had since increased and stood at SR87, 556.93/- as at 24th November, 2006. Demand for the outstanding balance of the loan was made but yielded no positive results.

I am satisfied that on the uncontroverted evidence before the Court the Plaintiff has proved its 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 SR87, 556.93/- with interest thereon at the rate of 10% per annum with effect from 28th November 1998 until payment in full. The Plaintiff is also awarded costs of the suit.

D. GASWAGA

JUDGE

Dated this day of March, 2007.