

# **IN THE SUPREME COURT OF SEYCHELLES**

**GERARD DESAUBIN**

VERS

**THE REPUBLIC**

**APPELLANT**

**RESPONDENT**

**Criminal Appeal No. 11 of 2007**

Mr. A. Derjacques for the Appellant

Mr. F. Bonte for the Respondent

## **JUDGMENT**

**Perera CJ**

This is an Appeal from a sentence imposed by the Magistrate, disqualifying the Appellant from obtaining or holding a certificate of competency for driving for 12 months, in addition to imposing a fine of Rs.2000. The Appellant has paid the fine on 30<sup>th</sup> October 2007. The disqualification would end on 13<sup>th</sup> October 2008.

The Appellant was charged with the offence of using a motor vehicle without a policy of Insurance, contrary to Section 4(1) of the Motor Vehicle Insurance (*Third Party Risks*) Act Cap. 135. Sub Section (2) provides that –

“If a person acts in contravention of this Section, he shall be liable to a fine of two thousand rupees or to imprisonment for a term not exceeding six months, or both such fine and imprisonment, and a person convicted of an offence under this Section shall (unless the Court for special reasons thinks fit to order otherwise and without prejudice to the power of the Court to order a longer period of disqualification) be disqualified from holding or obtaining a certificate of competency for a period of twelve months from the date of the conviction”.

The accused pleaded guilty with an explanation. He stated that he was stopped by the Police opposite Maison Du Peuple while driving, on the night of 17<sup>th</sup> March 2007. According to the Prosecution, he was stopped at 1.20 a.m. but the accused stated that according to a document served on him it was at 12.30 a.m. Hence the accused had not valid policy of Insurance either for half an hour or for one and a half hours.

The Learned Magistrate, imposed the maximum fine of Rs.2000, and considered it inappropriate to consider the explanation given by the accused that he forget to renew the policy, as constituting a “*special reason*” to the otherwise mandatory provision. It had been disclosed that the accused was a professional driver. That was more a reason why he should have been more vigilant to ensure that a policy of insurance was obtained within time. In these circumstances, the Court finds it unnecessary to interfere with the sentence imposed by the Learned Magistrate. The Appeal is accordingly dismissed.

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A.R. PERERA

CHIEF JUSTICE

Dated this 22<sup>nd</sup> day of September 2008