

**IN THE SUPREME COURT OF SEYCHELLES**

**Alfonso Zaccari**  
**Of Takamaka, Mahé**  
**Plaintiff/Applicant**

**vs**

**Leslie Andre**  
**Of Grand Anse, Praslin**  
**Defendant/Respondent**

**Civil Side No: 16 of 2008**

**Ex Parte**

Mr. Daniel Belle for the Plaintiff/Applicant

***D. KARUNAKARAN, J.***

**ORDER**

This order is made in furtherance of an order of provisional attachment previously made by the Court on 2<sup>nd</sup> day of October 2008 in this matter.

This is an application following a motion dated 13<sup>th</sup> October 2008, filed by the plaintiff under Section 280 of the Seychelles Code of Civil Procedure. In this application, the plaintiff seeks this court for the extension of an order to attach provisionally the monies belonging to the defendant, which are in the hands of third parties, namely: Nouvobanq (S. M. B. C. L) of Victoria, Mahe.

By a plaint dated 28<sup>th</sup> January 2008, the Plaintiff has commenced the suit in C. S No: 16 of 2008, claiming the sum of Rs2, 100,000/- from the defendant for loss and damage, which the plaintiff allegedly suffered as a result of a breach of contract by the defendant. The suit is still pending before the court for determination. The plaintiff now claims that the defendant has already disposed of his assets, and has left the jurisdiction of this Court pending the determination of the suit. Thus, the defendant is attempting to deprive the plaintiff from realizing the fruits of the judgment the court may give in his favour. Hence, the plaintiff has now come before this court with the present motion for an urgent order attaching any money/s belonging to the defendant with or due from third party namely, Nouvobanq (S. M. B. C. L) of Victoria, Mahe, Seychelles.

Upon a careful perusal of the plaint, the application, the affidavit of facts filed in support thereof, I am satisfied that the Plaintiff has a *bona fide* claim against the defendant in this suit. From the

averments on record, it appears that there is a clear danger that the defendant may avoid satisfaction of judgment, if given for the plaintiff. I reasonably believe that unless an order of provisional attachment is granted, the plaintiff would not be able to realise the fruits of the judgment, if given in his favour in the original suit. Furthermore, I find that it is an appropriate case, where the court should make an urgent *ex parte* order of provisional attachment of the monies belonging to the defendant, in the interest of justice. See, *Mareva Compania Naviera SA V. International Bulkcarriers SA* [1980] 1 All E. R at p 215.

**In view of all the above, I hereby make an order attaching provisionally any money/all the monies - but not exceeding the sum of Rs2, 100,000/- due to or belonging to the defendant, which is in the hands of/due to or belonging to the defendant, with or due from Nouvobanq (S. M. B. C. L) of Victoria, Mahe, Seychelles.**

The above order for provisional attachment is made pending the final determination of the suit Civil Side No. 16 of 2008 in this matter or until further order of this court.

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**D. Karunakaran**

**Judge**

Dated this 20<sup>th</sup> day of October 2008

**Further order**

In pursuance of the above order, I direct the Registrar of the Supreme Court to issue the warrants for the provisional attachment of the monies accordingly. A copy of the order made herein to be served on the defendant along with a copy of the application. Mr. Daniel Bell, learned counsel for the plaintiff also to be furnished with a copy of the above order accordingly.

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**D. Karunakaran**

**Judge**

Dated this 20<sup>th</sup> day of October 2008