

# **IN THE SUPREME COURT OF SEYCHELLES**

JOHNA SOFOLA

**PLAINTIFF**

**VERSUS**

ARSEN LADOUCE

**DEFENDANT**

Civil Side No 369 of 2007

Mr W. Lucas for the Plaintiff

Defendant absent/unrepresented

## **JUDGMENT**

**B. Renaud ACJ**

On 12<sup>th</sup> December, 2007 the Plaintiff entered a Plaint claiming the sum of SR50,000.00 from the Defendant as follows:

Balance of money due to the Plaintiff	SR40,000.00
Moral damage	<u>SR10,000.00</u>
<b>Total</b>	<b><u>SR50,000.00</u></b>

The Defendant was duly served with summons and Plaint on 28<sup>th</sup> January , 2008 to attend Court on 26<sup>th</sup> February, 2008. The Defendant failed to respond to the summons and did not inform Court as to the reason for his absence. Upon the application of the Plaintiff the Court granted leave for the matter to be heard ex-parte on 12<sup>th</sup> June, 2008.

The Plaintiff, Ms. Johna Sophola came to know the Defendant when she engaged his services for the Defendant to build her house. It was an agreement made by the Plaintiff and her husband whereby the Defendant would build their house based on a written quotation submitted by the Defendant. The Plaintiff took a loan from the Seychelles Credit Union and the first portion of which was SR46,000.00. It was agreed that the house would be built on pillars and would consist of two storeys. A cash payment of SR46,000.00 was made to the Defendant. A worker then came to clear the site of rocks and other materials but did not turn up after that. The Plaintiff tried to contact the Defendant regarding the money but the latter did not respond, instead changed his phone number. Once the Plaintiff met the Defendant in town and he told her that he was busy and as soon as he can he would come and work on her house. He did not do that. The Plaintiff caused a lawyer to request her money from the Defendant but he did not reply. Prior to that the Plaintiff had asked the Defendant to come on site and evaluate how much the work he caused to be done amounted to and to deduct that from the sum of SR46,000.00 and to return the balance to the Plaintiff. The Defendant did not do that also. As a result of the breach of the Agreement by the Defendant the Plaintiff suffered damages as claimed.

Mr. Maxime Boniface is the husband of the Plaintiff. He came to know of the Defendant when he was looking for a contractor. He approached the Defendant after having seen him building a house. The Defendant had a look at the Plan of the proposed house as well as the building site. After discussing the matter they came to an agreement that the Defendant would come to build the house. The Defendant caused certain necessary documents to be drawn up in writing and brought these to them and they (Johna and Maxime) agreed to make payments by instalments. The Defendant was to provide both labour and materials. The overall price was agreed at SR250,000.00. The Plaintiff in his presence gave the Defendant SR46,000.00 in cash and that was to cover for the cost of the foundation. The Defendant undertook to start the work the next day, however, he failed to

turn up as agree. Mr. Boniface looked for the Defendant everywhere possible but the Defendant managed to dodge him. The Defendant had brought only one load of crusher dust and two loads of aggregate and there were some rocks which he had collected on the site.

On the basis of the uncontroverted evidence of the Plaintiff and her witness I am satisfied on a balance of probabilities that the Plaintiff has substantiated her claim against the Defendant.

I accordingly enter judgment in favour of the Plaintiff as against the Defendant in the sum of SR50,000.00 with interest and costs.

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B. RENAUD  
**ACTING CHIEF JUSTICE**

Dated this 17<sup>th</sup> day of July 2009