

# **IN THE SUPREME COURT OF SEYCHELLES**

1. EZY GARAGE PTY LTD  
(Rep by Margaret Sauzier)  
2. MARGARET  
PLAINTIFFS

SAUZIER

VERSUS

1. ZEHRA RASSOOL  
2. JOCELYN LABICHE  
DEFENDANTS

Civil Side No 9 of 2008

Mrs Antao for the Plaintiff

## **JUDGMENT**

### **B. Renaud J**

The Plaintiffs by Plaintiff entered on 21<sup>st</sup> January, 2008 is claiming from the Defendants jointly and severally and for interests on the amount found to be due, at such rate as the Court thinks fit, and costs.

The summons and Plaintiff were served on the Defendants on 4<sup>th</sup> February, 2008 for them to appear in Court on 4<sup>th</sup> March, 2008. Both Defendants failed to respond to the summons either by

themselves or by Counsel, did not adduce sufficient reasons to excuse their absence. The Plaintiffs moved the Court for the matter to be heard ex parte. The Court granted leave for the matter to proceed ex-parte on 14<sup>th</sup> May, 2008.

Ms. Margaret Sauzier testified on behalf of the Plaintiffs. The 1<sup>st</sup> Plaintiff is a company incorporated in Seychelles and at the material time was and is engaged, inter alia, in the business or automotive repairs and importation of automotive spare parts. The 2<sup>nd</sup> Plaintiff is a director of the 1<sup>st</sup> Plaintiff and in that capacity runs the day to day business of the 1<sup>st</sup> Plaintiff. The 1<sup>st</sup> Defendant is a director of Abyss Security Protection Agency, and the 2<sup>nd</sup> Defendant is its Managing Director.

On 12<sup>th</sup> June, 2007 the 2<sup>nd</sup> Plaintiff contacted Abyss Security Protection Agency and spoke with the 1<sup>st</sup> Defendant who arrived at the premises of the 1<sup>st</sup> Plaintiff shortly thereafter accompanied by 2<sup>nd</sup> Defendant. The Plaintiff and Defendants orally agreed that the 1<sup>st</sup> Plaintiff will carry out some mechanical repairs on the 2<sup>nd</sup> Defendant's vehicle, a Ford Ranger registration No. S. 13974.

It was an express term of the oral agreement that the Plaintiffs would meet all the necessary labour costs for the repairs free of charge, and the Defendants would provide all spare parts, and also provide security services for the 1<sup>st</sup> Plaintiff as per the agreed quotation.

On 14<sup>th</sup> August, 2007 the Defendants jointly and severally borrowed Seychelles Rupees sixty thousand (SR60,000.00) from the Plaintiffs, which sum the 1<sup>st</sup> Defendant acknowledged as having received in a signed document dated the same day Exhibit P1. The Plaintiffs and Defendant also orally agreed to vary the terms of the agreement to the extent that the Plaintiff would also provide the necessary spare parts for the vehicle and that the Defendant would jointly and severally settle the entire bill inclusive of the sum presently borrowed.

In pursuance of the agreement the Plaintiffs met both, labour and spare parts costs for the vehicle, and on 20<sup>th</sup> August, 2007 the Defendants through a series of misrepresentations removed the vehicle from the 1<sup>st</sup> Plaintiff's premises simultaneously undertaking to settle the bill, inclusive of the sum borrowed the following day. As at the date of entering the Plaintiffs the Defendants, jointly and severally have failed to repay the money borrowed or pay for the cost of the works carried out on the vehicle, and this despite several requests made personally by the 2<sup>nd</sup> Plaintiff and the Plaintiff's Attorney.

As a result the Plaintiffs have suffered loss and damage for which the Defendants are jointly and severally liable. The damages allowed by this Court are as follows:

(i)	Cost of labour and materials for repairs of vehicle	
	S13974	SR 8,072.00
(ii)	Sum	borrowed
	<u>SR60,000.00</u>	
		Total
	<b><u>SR68,072,00</u></b>	

Judgment is accordingly entered in favour of the Plaintiffs as against the Defendants jointly

and severally in the sum of SR68,072.00 with interests at the legal rate and costs.

B. RENAUD

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**JUDGE**

Dated this 7<sup>th</sup> day of December 2009