

**IN THE SUPREME COURT OF SEYCHELLES
HOLDEN AT VICTORIA**

CIVIL APPEAL NO. 18 OF 2008

Nichol Chetty
Appellant

v

P Subramaniyan Pillay
Respondent

*Bernard Georges for the Appellant
France Bonte for the Respondent*

RULING

Egonda-Ntende, CJ

1. In this application the appellant who was unsuccessful on his appeal is seeking for an order for stay of execution for the reasons he asserts are set out in his affidavit. The applicant was a tenant in the premises owned by the respondent. The respondent filed an action before the Rent Board seeking arrears of rent and an order of ejection from the premises. Both were granted. The applicant appealed to the Supreme Court and his appeal was dismissed. The decree of the Rent Board was confirmed.
2. After the appeal to the Supreme Court was dismissed the applicant now states that he has a lease for the premises from one Krishnan Chetty effective from 27 November 2009. According to the applicant's affidavit, Mr. Krishnan Chetty is the holder of lease in personum from the respondent and that currently there are proceedings in the Supreme Court between Mr. Krishnan Chetty and the respondent in Civil Side No. 358 of 2009.

3. Mr. Bernard Georges, learned counsel for the applicant submitted that this application is made under the Constitution (without referring to any particular provision) and section 4 of the Courts Act, which, *inter alia*, grants general jurisdiction to the Supreme Court similar to that possessed and exercised by the High Court of Justice in England. Mr. Georges, further submitted that this application should be allowed as it will be a waste of time to evict the applicant as he will be entitled to get back into premises by virtue of the fresh lease arrangement with Mr. Krishnan Chetty.
4. The respondent opposes this application. In the affidavit filed in reply the respondent stated that the whatever rights Mr. K Chetty had were terminated by registered notice dated 26 October 2006 with that lease ceasing on or about 25 October 2007. In the premises he contends that the applicant does not a valid lease agreement. It is fictitious. He contends that the this is simply an arrangement between father and son (K Chetty and applicant) to defeat the ends of justice and avoid execution of this court's order.
5. I have not had site of the proceedings in civil side no. 358 of 2009. What is clear is that the applicant is not a party to the same. I am not aware what the subject matter of that suit is about though I presume it may be about the relationship between K Chetty and the respondent. Whatever the merits of the proceedings in that matter the respondent is the holder of a decree of this court against which no appeal lies. The respondent must be entitled to have his decree satisfied unless there is a lawful reason for a stay of execution.
6. I see no valid reason advanced for stay of execution of the decree. If execution will turn out to be a waste of time, meaning that this court's decree is not worth the paper on which they are inscribed, so be it. The applicant exhausted all avenues at his disposal to resist the respondent's original claim. He must comply with the order of the Rent Board as affirmed by this court. This application is dismissed with costs.

Dated, signed, and delivered the 1st day of March 2010

FMS Egonda-Ntende
Chief Justice