

**IN THE SUPREME COURT OF SEYCHELLES**

**Civil Side: CS 106/2012**

**[2014] SCSC**

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**SEYCHELLES TRADING COMPANY**

Plaintiff

versus

**NOAH KAKAI MAKOKHA**

Defendant

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Heard: 6 February 2014

Counsel: Mr. Rajasundaram for plaintiff

Delivered: 6 February 2014

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**JUDGMENT**

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Karunakaran J

**[1]** The Plaintiff in this matter claims the total sum of Rs.546,864.92/- from the Defendant for loss and damage which the Plaintiff allegedly suffered as a result of a breach of contract by the Defendant.

**[2]** On the strength of the uncontroverted evidence adduced by the Plaintiff ex-parte in this matter I am satisfied more than on a balance of probabilities that the Defendant was employed by the Plaintiff under a contract. During the subsistence of the contract the Defendant after availing all the benefits given to him under the contract left Seychelles

without giving due notice for termination of his contract of employment with the Plaintiff. As a result, I find the Plaintiff did suffer loss and damage as claimed in the plaint. However as regards moral damages, the quantum appears to be on the higher side. Accordingly I reduce the claim for moral damages from Rs,150,000/- to Rs.100,000/-. In the final analysis, I find the Defendant is liable to compensate the Plaintiff for the actual loss and damage the Plaintiff suffered as a result of the breach of contract.

**[3]** WHEREFORE, I hereby enter judgment for the Plaintiff and against the Defendant in the total sum of Rs.496,864.92/- with interest on the said sum at 4% per annum, (the legal rate), as from the date of the plaint and with costs.

**[4]** Judgment entered accordingly.

Signed, dated and delivered at Ile du Port on 6 February 2014

D Karunakaran  
Judge of the Supreme Court