

IN THE SUPREME COURT OF SEYCHELLES

Civil Side: CS 120/2008

[2015] SCSC 10

ANNE-MARIE VEL

Plaintiff

versus

CHARLES PIERRE-LOUISE

Defendant

Heard:

Counsel: Mr. Elizabeth for plaintiff

Ms. Pool for defendant - Absent

Delivered: 16th January 2015

JUDGMENT

D. Karunakaran, Acting Chief Justice

[1] I believe I need not write a long Judgment in this matter since the facts are simple and clear on record.

[2] The plaintiff in this action is claims the sum of SR250,000.00 from the defendant based on quasi-contract on which the court should give a preliminary finding that there was quasi-contract that existed between the parties as per the Judgment of the Court of Appeal in SCA no. 33 of 2009 (Labiche v/s Ah-Kong).

[3] On the strength of the uncontroverted evidence adduced by the plaintiff in this matter, I am satisfied more than on the balance of probabilities that the following facts have been established to the degree required in civil cases:-

- (i)** The plaintiff and defendant lived in concubinage for about 15 years from June 1992 to June 2005. During that period the plaintiff and defendant pulled their resources and together build a house on a portion of land parcel no. V10221 situated at Mont Buxton, Mahe, Seychelles.
- (ii)** Out of the concubinage, three children were born.
- (iii)** There was a common intention or an imploded agreement between the plaintiff and the defendant that the house belongs to both of them in equal shares.
- (iv)** The defendant had promised and on several occasion and spoke of his intention to sub-divid the said portion of land parcel V.10221 into 3 plots and to register a plot in the names of each of his 3 children.
- (v)** Around June 2005 though the parties continued to live in the said house at Mont Buxton, they stopped living together as man and wife and ended their concubinage.
- (vi)** The plaintiff had contributed a total of SR250,000.00 towards the construction of the house. In the circumstance, I hereby find that a *de facto* partnership existed between the parties and so I declare.

[4] Now upon the dissolution of the partnership I find that the plaintiff is entitled to get back her contribution of SR250,000.00, which she had invested in the construction of the house. In the light of the Judgment given by the Court of Appeal in Labiche v/s Ah Kong SCA33 of 2009, I find the cause of action has been legally established to warrant this Court to enter Judgment for the plaintiff.

Accordingly, I hereby enter Judgment for the plaintiff and against the defendant in the total sum of SR250,000.00 with interest on the said sum at 4 % as from the date of the plaint and with cost.

Judgment entered accordingly.

Signed, dated and delivered at Ile du Port on 16th January 2015.

D Karunakaran
Acting Chief Justice