

IN THE SUPREME COURT OF SEYCHELLES

Civil Side: CS009/2013

[2017] SCSC 265

JEAN CLAUDE LECOQ
Of Eden Island, Mahe

PLAINTIFF

Versus

MAHE CHARTERS LIMITED
Of Pointe Larue, Mahe, Seychelles
[Herein represented by one of its Directors Rodney Payet]

DEFENDANT

Heard: 6 February 2017
Counsel: Mr Bernard Georges for petitioner
Mr Charles Lucas for respondent

Delivered: 23 March 2017

JUDGMENT

McKee J

[1] This is a civil matter and accordingly the standard of proof is on the balance of probabilities rather than on the more onerous criminal standard of beyond reasonable doubt.

- [2] I have considered all the evidence including the documentary exhibits. I find that Jean Claude Lecoq, Rodney Payet and Mrs Adele Kinit have been economical with the truth, are witnesses lacking in credibility and their evidence is unreliable.
- [3] I find the true position to be as follows. The Plaintiff, a non-Seychellois, purchased a boat and decided that he would use it in Seychelles to carry on the business of boat charter. I find that he was fully aware that a non-Seychellois person could not be the proprietor of a business in Seychelles without a licence. There was a strong possibility that he would not be granted a licence or it would simply be refused. I find that he set up a scheme with Rodney Payet and Mrs Adele Kinit to avoid this legal requirement and documents were prepared and signed in support. I find that the Plaintiff was the instigator in this matter but Mr Payet and Mrs Kinit were willing participants. All three persons were fully involved. A Seychelles company was formed, Mahe Charters Limited, with Payet and Kinit as directors of the company. A short agreement was then signed between the Plaintiff and the Defendant which purportedly was an agreement relating to the business of boat charter with financial terms stated therein. I find that this agreement, on which this claim is based, is tainted with illegality; it was an inherent part of what has been called the “scam” which allowed the Plaintiff, a non-Seychellois, to be granted a licence to carry on a business in Seychelles.
- [4] I find that this agreement is illegal and hence void. It follows that the Plaintiff cannot seek to recover payments under the illegal contract. It is unenforceable.
- [5] Accordingly, the Plaintiff is dismissed.
- [6] Each party will meet their own costs.

Signed, dated and delivered at Ile du Port on 23 March 2017

C McKee
Judge of the Supreme Court