

**IN THE SUPREME COURT OF SEYCHELLES**

**Commandment Case: CM 42/2017**

**[2018] SCSC 431**

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**DEVELOPMENT BANK OF SEYCHELLES**

Plaintiff

versus

**MR. JONA WILFRID LESPERANCE**

Judgement Debtor and Respondent

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Heard:

Counsel: Ms Manuella Parmentier for plaintiff

Mr Danny Lucas for the Judgment Debtor and Respondent

Delivered: 4<sup>th</sup> of May 2018

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**RULING**

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R. Govinden, J

[1] The case is fixed for the reading of the Memorandum of charges. Counsel for the Execution Debtor applies for more time. He needs to take objection regarding procedural lacunaes that he alleges has taken place in this case. He has not file any objection in writing and any affidavit in support. He makes verbal objection.

- [2] His objections are totally unsupported. Counsel for the Judgment Creditor , Ms Benoiton in reply submit that , at least , the Judgment Debtor should have attempted to effect payment partly of the debt and moreover she is of the view that their had been sufficient time given to the other party to file any objection if the other party wanted to.
- [3] According to her submission this is a delaying tactics and that this will unduly prolong this matter further.
- [4] I have considered submissions of both Counsels.
- [5] I am of the view that we are very late in the day and that any objection being raised now should have been done in a procedurally appropriate manner and in a pursuance to the provisions of the law and the Court would have considered them accordingly. I am not ready to hear submissions at the Bar at this point in time.
- [6] This case is fixed for reading. It shall be read and it shall be set for sale and adjudication in the meantime there is still time for negotiations between the two parties.

Signed, dated and delivered at Ile du Port on 4<sup>th</sup> May 2018.

R. Govinden , J  
Judge of the Supreme Court