

SUPREME COURT OF SEYCHELLES

Reportable

[2019] SCSC ...

CS 69 /2019

In the matter between

MICHELLE WALSH
(rep. by Alexandra Madeleine)

Plaintiff

and

FLB BUILDERS (PTY) LTD
(rep. by Guy Ferley)

Defendant

Neutral Citation: In the matter of Walsh v FLB Builders CS69/2018 [2019] SCSC

Before: Twomey CJ,

Summary: Breach of building contract, judgment by consent

Heard: 4 February 2019

Delivered: 4 February 2019

ORDER

Judgment by consent entered as a judgment of the court

JUDGMENT BY CONSENT

TWOMEY CJ

[1] Whereas the Plaintiff filed case No. 69/18 Michelle Walsh v FLB Builders (Pty) Ltd against the Defendant as represented by its Director Mr. Zihai Yang claiming a refund of outstanding balance on advance contract payment in the sum of Seychelles Rupeers one Million one Hundred and Forty Nine Thousand and Nine-Hundred only (SCR.1,149,900)

damages in the sum of Seychelles Rupees Three Hundred Thousand (SCR300,000/-), expenses incurred in valuation of works and legal fees in the sum of Seychelles Rupees Twenty Five Thousand and One Hundred only (SCR25,100/-).

[2] Whereas the Plaintiff and Defendant are now desirous of settling, fully and finally, all issues giving rise to the plaint, namely the refund to Plaintiff of the outstanding balance on the contract sum.

Now therefore the Plaintiff and the Defendant have agreed to enter into a full and final settlement of the aforesaid matters on the terms hereunder:

1. Defendant agrees that he is liable to refund Plaintiff the outstanding balance on the advanced contract sum less the sum of Seychelles Rupees Five Hundred Thousand only (SCR.500,000/-) which the Defendant avers he expended on Plaintiff's project.
2. Defendant shall pay to Plaintiff the sum of Seychelles Rupees Nine Hundred and Seventy Five thousand only (SCR.975,000/-) which sum represents the outstanding balance on the advanced contract sum less expenses incurred by Defendant as follows:-
 - (a) a sum of Seychelles Rupees Four Hundred Eighty Seven Thousand and Five Hundred only (SCR487,500/-) by the 15th day of March 2019; and
 - (b) the balance in the sum of Seychelles Rupees Four Hundred Eighty Seven Thousand and Five Hundred only (SCR487,500/-) by 1st July 2019.

3. In consideration of Defendant paying Plaintiff the sum of Seychelles Rupees Nine Hundred and Seventy Five Thousand (SCR975,000/-) as per clause 2 above, Plaintiff shall withdraw the case against the Defendant and undertakes to abandon and not pursue her claim for damages and expenses incurred in the valuation of Defendant's works on her project and legal fees in bringing the case.
4. This Judgment by Consent is entered in full and final settlement of all claims, issues, matters arising between Plaintiff and Defendants in relation to the case.
5. This Judgment by Consent shall be entered as Judgment of this Court.

Signed, delivered at Ile Du Port on 4 February 2019

M. Twomey