

**SUPREME COURT OF SEYCHELLES**

---

**Reportable**

[2019] SCSC 83

MA 40/2019

In the matter between

**GEORGES PAYET & ORS**

*(rep. by Kieran Shah)*

**Applicant**

and

**JEFFREY PAYET**

**Respondent**

---

**Neutral Citation:** *Payet & Ors v Payet* (MA 40/2019) [2019] SCSC 83 8 February 2019).

**Before:** Twomey CJ

**Summary:** Writ of Injunction Sections 121, 122, 123 and 304 of the Seychelles Code of Civil Procedure (Cap 213) as read with the provisions of Sections 5 and 6 of the Courts Act (Cap 52).

**Heard:** [08-02-2019]

**Delivered:** [08-02-2019]

---

**ORDER**

---

**ORDER**

Writ of injunction issued against the Defendant prohibiting him from demolition or other work on any building on Title H2519 until the final disposition of the main suit.

---

**TWOMEY CJ**

- [1] The Applicants have filed a Plaintiff on 18 January 2019 in which they claim that the 2<sup>nd</sup> Plaintiff was a lessee of premises on Parcel H2519 by virtue of a registered agreement in 1998 with the parties' mother, one Leonne Payet, now deceased, which lease was to expire in February 2025.

- [2] The Applicants claim that the parties' brother (Jose Payet) also deceased, constructed a two bedroomed house on the same land and acquired thereon a *droit de superficie*. They further claim that since the said Jose Payet predeceased their mother, his house devolved by will to his mother and on her death to all her surviving children including the parties to this suit. The house is presently leased to a third party.
- [3] On 12 December 2017 the Respondent and his wife together with other persons and in the presence of police officers forcibly removed the 2<sup>nd</sup> Applicant, a physically handicapped and blind man, from the premises in which he had lived for 68 years. He was dropped with his carer at the residence of the 1<sup>st</sup> Applicant. His home was on the same day demolished by the Respondent, his servant or agent. The Plaintiff in this respect prays for several orders including the provision of the cost of alternative accommodation for the 2<sup>nd</sup> Applicant and damages.
- [4] Prior to the demolition of the Respondent's home, the Applicants had requested an injunction from the Court and despite being asked to halt the demolition by two court processors proceeded nevertheless to have the house demolished prior to the hearing of the application for the injunction.
- [5] Further, the Respondent has filed a case before the Rent Board to evict the tenant living in the house on the said parcel and has indicated that his intention is to demolish the house.
- [6] On 2 February 2019 the Respondent brought a JCB to remove all the furniture and the remains of the building in which the 2<sup>nd</sup> Applicant had been residing.
- [7] The present application is supported by an Affidavit from the 1<sup>st</sup> Applicant who fears that unless restrained by an injunction the Respondent may again take matters into his own hands and destroy the premises leased to the 2<sup>nd</sup> Applicant and that of the third party.
- [8] In view of these circumstances, the Applicants have prayed inter alia for an Order of Interlocutory Injunction in pursuance of the provisions of Sections 121, 122, 123 and

304 of the Seychelles Code of Civil Procedure (Cap 213) as read with the provisions of Sections 5 and 6 of the Courts Act (Cap 52).

- [9] The Respondent was duly served and at the hearing of the suit indicated that he had no objection to the writ being issued restraining him from proceeding with further demolition until the suit was completed.
- [10] On the face of the pleadings and the Affidavit, I am satisfied that the Applicants appear to have a bona fide claim as against the Defendant in the main suit.
- [11] I am further satisfied that unless the Court grants the Interlocutory Injunction as sought by the Applicant in this matter, the Plaintiff will suffer substantial and irreparable loss, hardship and inconvenience in the event that judgment is given in their favour.
- [12] In the circumstances, I issue a writ of injunction against the Defendant prohibiting him from demolition or other work on any building on Title H2519 until the final disposition of the main suit.
- [13] A copy of this Order is to be served on the Defendant and the Officer in Charge of Beau Vallon Police Station.

Signed, dated and delivered at Ile du Port on 8 February 2019.

---

Twomey CJ