

**SUPREME COURT OF SEYCHELLES**

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**Reportable**  
[2022] SCSC ...  
CS 108/2021

**THE PROPERTY MANAGEMENT CORPORATION**  
(*rep. by Manuella Parmantier*)

**Plaintiff**

and

**JUDELEY LABROSSE**  
(*unrepresented*)

**Defendant**

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**Neutral Citation:** *The Property Management Corporation vs Judeley Labrosse* (CS 108/2021)  
[2022] SCSC

**Before:** Dodin J

**Heard:** 18 October 2022

**Delivered:** 9 December 2022

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**JUDGMENT**

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**DODIN J**

[1] The Plaintiff, Property Management Corporation, a body corporate established under the Property Management Corporation Act is responsible for managing government properties in Seychelles. On 29 December 2010, Plaintiff, the Defendant Judeley Labrosse and one Juanita Sanguillon entered into a House Purchase Agreement for the purchase of a 2-bedroom house at Grand Anse Mahe Seychelles.

[2] On 25 may 2017, Juanita Sanguillon surrendered her interest in the property and the house leaving the Defendant as the sole purchaser and owner of the property and the house thereon.

[3] As per the Agreement, the Plaintiff and the Defendant agreed to the following terms in respect of the obligations of the Defendant, which are that the Defendant agreed:

- a) To pay a total consideration price of SCR 350,000.00 for the Property;
- b) To pay this sum over term of 30 years;
- c) To pay a sum of SCR 1914.00 on a monthly basis;
- d) That payment of monthly instalment would commence on January, 2011;
- e) To pay the monthly instalments diligently;
- f) In the event of default in the performance of any of the covenants of the House Purchase Agreement, that the Agreement would become ipso facto null and void and deemed to have been terminated and that his occupation of the Property would immediately become illegal, and you would be liable to vacate the Property;
- g) In the event that he is compelled to vacate the Property, Plaintiff may as its discretion charge for beneficial occupancy based on the rental value commensurate with rent payable on comparable properties and all legal and other costs incurred by the seller in exercising the option.

[4] The Defendant initially started paying in accordance with the terms but subsequently started to default in payment of the monthly instalments towards the purchase price for the property. As at August 2021, the Defendant had accumulated arrears on payment of the monthly instalments in the sum of SR 48,034.33.

[5] The Plaintiff now moves the Court to:

- 1) Declaring that Defendant has breached the House Purchase Agreement;
- 2) Order the Defendant to immediately settle all arrears on the purchase price to Plaintiff;
- 3) In the alternative to 2), Order Defendant to surrender the vacant possession and occupancy of the Property to the Plaintiff;

[6] The Defendant was served summons to answer to the plaint. He appeared on the 19<sup>th</sup> May 2022 and informed the Court that he intended to defend the case and would be filing his defence 15<sup>th</sup> June. However since that only appearance the Defendant failed to appear or make any defence. The case then proceeded ex-parte.

[7] The Plaintiff called one witness, Mrs May-Paul Quatre, accounts technician at PMC, who produced a copy of the Agreement, a copy of the accounts statement in respect of the Defendant from January 2011 to October 2022, correspondence between the Plaintiff and the Defendant in respect of the arrears of payment and the affidavit of Juanita Sanguillon upon her withdrawal from the purchase agreement. Mrs Quatre further testified that as at September 2022 the Defendant's arrears stood at SCR 68,744.20. The last payment was made by the Defendant in 2021 in the sum of SCR 1,500. He has made no other payment to date.

[8] Having heard the uncontested testimony of the Plaintiff's witness and having considered the documents adduced as exhibits in support of the Plaintiff's case, I find that the Plaintiff has proved its case to the satisfaction of the Court. I find that the Defendant has breached the agreement entered into with the Plaintiff by not paying the monthly instalments which has led to the arrears. As per paragraph 10 of the Agreement which has been reproduced in paragraph [3] f) of this judgment above, such breach brings an end to the Purchase Agreement. I therefore declare the agreement to have been breached and that the Plaintiff is entitled to repossess the property.

[9] I therefore enter judgment for the Plaintiff in the following terms:

- i. The Defendant is given until 31<sup>st</sup> March 2023 to pay all arrears outstanding up to March 2023.
- ii. Should the Defendant fail to make the payment of arrears by 31<sup>st</sup> March 2023, the Defendant shall vacate the house and property forthwith and the Plaintiff shall re-enter and have full possession of the property and house thereon.

iii. In the event of the Plaintiff repossessing the property and house, all payments made by the Defendant shall be forfeited to the Plaintiff.

[10] I make no order for cost.

Signed, dated and delivered at Ile du Port on 9 December, 2022.

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**Dodin J**

Judge of the Supreme Court

A copy of this Judgment shall be served on the Defendant.