

**SUPREME COURT OF SEYCHELLES**

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**Reportable/Not Reportable/Redact**  
[2022] SCSC ...  
MA49/2022  
(Arising in CS121/2021)

In the ex parte matter of:

**ANTON RADIONOV**  
(Joel Camille)

**Applicant**

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**Neutral Citation:** Ex parte Rodionov (MA49/2022) [2022] SCSC ..... (01 April 2022).  
**Before:** Carolus J  
**Summary:** Urgent Ex-Parte Interim Injunction  
**Heard:** 221 March 2022  
**Delivered:** 01 April 2022

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**ORDER**

1. I issue a writ of injunction against the 1<sup>st</sup> and 2<sup>nd</sup> defendants in the main suit (CS121/2021) Wong Siew Ken and Litry Venture Limited prohibiting them from dealing, trading, disposing or otherwise dealing with any affairs, assets and/or property of Litry Venture Limited, moveable or immovable, inside or outside of Seychelles pending final disposition of the main suit.
  
  2. I order that copies of this order be served on the Registrar of IBCs and on the registered agent of Litry Venture Limited as well as the defendants in the main case so that they may be informed of the orders of this Court.
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**RULING**

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**E. CAROLUS, J**

[1] This application is for an urgent *ex-parte* interim injunction order pending determination of the principal suit in CS121/2021 in which the applicant Anton Rodionov is the plaintiff, and Wong Siew Ken and Litry Venture Limited (“Litry”) are the 1<sup>st</sup> and 2<sup>nd</sup>

defendants respectively. The application is made by way of Notice of Motion supported by an affidavit sworn by the applicant with relevant documents exhibited thereto. The following is averred in the affidavit:

- [2] The applicant Rodionov, a Russian national was the sole beneficial owner of 100,000 issued shares in Litry an International Business Company registered in Seychelles. At the time of Litry's incorporation Rodionov owned the entirety of the issued shares in Litry as sole beneficial owner. The shares were held on his behalf by Peteris Snitnikovs of Estonia as his nominee. Sometime in January to February 2020 the applicant appointed Eugene Dogot as his representative to find someone to replace Peteris Snitnikovs as his nominee to act, and to hold the shares in trust, on his behalf. Consequently around March 2020 it was agreed between Dogot and Wong Siew Ken a Singaporean national resident and domiciled in Singapore, that the latter would be appointed as sole shareholder of Litry to hold the shares on trust on behalf of Rodionov; that Wong Siew Ken would not use the shares and the rights, powers benefits and actions associated with the shares without Rodionov's express consent or instructions; and that the shares would be transferred to and/or returned to Rodionov or his nominee(s) immediately upon demand. Wong Siew Ken agreed to the abovementioned terms on a gratuitous basis and the shares were transferred to him on or around 3<sup>rd</sup> April 2020.
- [3] However in breach of the agreement and of her duties as trustee, agent and/fiduciary of Rodionov, on or around 26<sup>th</sup> February 2021, by way of a resolution of shareholders, Wong Siew Ken unilaterally and without Rodionov's instructions, informed consent or knowledge, terminated the appointment of Mr Georgi Gorbatsjov as director of Litry and appointed herself sole director of the company. He also by way of a directors' resolution unilaterally and without Rodionov's instructions, informed consent or knowledge, terminated the appointment of the registered agent of Litry and appointed Chrisen Consult (Pty) Ltd in its place. He further revoked all previous powers of attorney issued by Litry and changed the company's registered address.
- [4] Rodionov is desirous of being declared the beneficial owner of the shares in Litry and to be re-instated as their rightful registered owner. He states that despite written notice to

Wong Siew Ken dated 7<sup>th</sup> July 2021 to transfer ownership of the shares back to him, Wong Siew Ken has failed and/or refused to do so. He further states that although he has filed the principal suit before the Court, Wong Siew Ken is still trading Litry as a going concern and therefore is at liberty to deal, trade dispose or otherwise deal with any affairs, assets and property of the company. Given the breach of the agreement between him and Wong Siew Ken by the latter there is a serious risk that she may cause injury and defeat the purpose of his claim in the principal suit by disposing of the assets and property of the company, unless restrained by an order of the Court pending determination of the principal suit.

- [5] Rodionov avers that given that Wong Siew Ken has full control over the affairs of Litry and in view of her conduct in acting outside his express instructions, the risk of harm in not granting an order to restrain any dealings with the affairs of Litry weighs too much against his claim. On that basis he avers that the balance of convenience lies in granting his application for an order of injunction. He further avers that greater injustice will be caused if Wong Siew Ken is to dispose of the assets and property of Litry thereby defeating his claim, and therefore more harm will be done by refusing his application.
- [6] Rodionov therefore prays for an order of interlocutory injunction restraining both Wong Siew Ken and Litry from dealing with any affairs, assets and/or property of Litry, moveable or immovable, inside or outside of Seychelles, pending the full determination of the main suit.
- [7] The application having been made *ex-parte*, no notice of the proceedings had been given to the defendants in the main suit who were consequently neither present nor represented in the proceedings. The law applicable to interlocutory injunctions is set out in sections 304 and 305 of the Seychelles Code of Civil Procedure Cap 213. Sections 304 and 305 of the Seychelles Code of Civil Procedure provide for the making of an application for a writ of injunction upon due notice given to the defendant. However according to established case law, such an application may be made *ex-parte* in urgent cases. Vide *Bonte v Innovative Publication* (1993) SLR 138, *Colling v Labrosse* (2001) SLR 236, *Government v Ramrushaya* (2003) SLR 94, *Ex Parte: Giovanni Rose* (2006) SLR 133. In

the circumstances of this case I am satisfied that there is urgency in determining the application, and hence that the application was properly made *ex-parte*.

[8] In determining whether to grant an interlocutory injunction or not, this court is guided by the case of *American Cyanamid Co v Ethicon Ltd* [1975] A.C. 396 (05 February 1975) that requires (1) a serious question to be determined in the main suit; inadequacy of damages to compensate the applicants and (3) the balance of convenience. These same matters were taken into consideration in *Techno International v Georges* SSC 147/2002 (31 July 2002), *Laporte & Anor v Lablache* [1956 -1962] SLR 41 and *France Bonte v Innovative Publication* (1993) SLR 138.

[9] In *Nathalie Lefevre v Beau Vallon Properties Ltd & Ors* (MA154/2018) [2018] SCSC (27 June 2018) Twomey then CJ stated the following regarding the factors to be considered in deciding whether or not to grant an injunction:

[6] *Injunctions are equitable in nature and in such applications the Court is guided by three considerations:*

- i. Where there is a serious issue to be tried,*
- ii. Whether damages would be inadequate to redress the harm caused by the grant of the injunction,*
- iii. And on a balance of convenience it would be best to grant rather than deny the injunction. (see Techno International vs Georges, unreported CS147 of 2002).*

[7] *Further in Dhanjee vs The Electoral Commission (2011) SLR 141, the Court interpreted the balance of convenience test to include the consideration of the following factors:*

- i. Whether more harm would be done by granting or refusing the injunction.*
- ii. Where the risk of injustice would be greater if the injunction was granted, than the risk of injustice if it was refused, and*
- iii. Where the breach of the parties rights would outweigh the rights of others in society.*

[10] On the face of the pleadings and the affidavit of the applicant, and in the light of the authorities above, I am satisfied that the applicant appears to have a bona fide claim against the defendants in the main suit. I am further satisfied that unless the Court grants the interlocutory injunction sought by the applicant in this matter he will suffer

substantial and irreparable loss, hardship and inconvenience in the event that judgment is given in his favour, as the first defendant Wong Siew Ken may dispose of the assets and property of the company before final determination of the main suit thereby defeating the applicant's claim therein. On the other hand any loss or harm suffered by Wong Siew Ken by the granting of the injunction may be adequately compensated for in damages. For these reasons I find that the balance of convenience lies in granting the application for interlocutory injunction pending the determination of the main suit.

[11] In the circumstances I issue a writ of injunction against the defendants in the main suit prohibiting them from dealing, trading, disposing or otherwise dealing with any affairs, assets and/or property of Litry Venture Limited, moveable or immovable, inside or outside of Seychelles pending final disposition of the main suit.

[12] I order that copies of this Order be served on the Registrar of IBCs and on the registered agent of Litry as well as the defendants in the main case so that they may be informed of the orders of this Court.

Signed, dated and delivered at Ile du Port on 1<sup>st</sup> April 2022.

E. Carolus J