

IN THE SUPREME COURT OF SEYCHELLES

Reportable
[2022] SCSC ...
CS72/2021

In the matter between

0578 HOLDING LLC
(*rep. by Ms. Manuella Parmantier*)

1ST PLAINTIFF

DELOVYE LINII LIMITED LIABILITY COMPANY
(*rep. by Ms. Manuella Parmantier*)

2ND PLAINTIFF

and

SOLARSTONES LIMITED

DEFENDANT

Neutral Citation: 0578 Holding LLC & ors vs Solarstones Limited (CS72/2021) [2022] SCSC
Before: G. Dodin
Heard: 1 March 2020
Delivered: 07 April 2022

ORDER

The Court finds that the conditions for the ruling of the Arbitration Court of the City of St. Petersburg and the Leningrad Region in case number A56-36896/2020 to be executory in Seychelles have been established by the Plaintiffs.

The Court declares the ruling of the Arbitration Court of the City of St. Petersburg and the Leningrad Region in case number A56-36896/2020 to be executory in Seychelles.

The Court orders ruling of the Arbitration Court of the City of St. Petersburg and the Leningrad Region in case number A56-36896/2020 executory in Seychelles.

JUDGMENT

Dodin J

[1] The Plaintiffs 0578 Holding LLC and Delovye Linii Limited Company are companies organized under the laws of Russian Federation. The Defendant is a company established

and registered under the laws of the Republic of Seychelles, having its registered address at House of Francis, Room 303, Ile Du Port, Mahe, Seychelles.

- [2] On the 18th October 2019, the Primorsky District Court of St. Petersburg in a ruling under case No. 2-11572/2019, from a suit filed by the Defendant, partly ruled in favour of the Defendant in respect of their request for taking interim measures to secure a claim considered by the London Court of International Arbitration. The 1st Plaintiff filed an appeal against the ruling of the 18th October 2019 before the St. Petersburg City Court. On the 17th December 2019, the St. Petersburg City Court in ruling No. 33-30660/2019, cancelled the ruling of the Primorsky District Court of St. Petersburg. The request by the Defendant on taking interim measures to secure the claim considered by the London Court of International Arbitration was referred for review to the Arbitration Court of St. Petersburg and the Leningrad Region.
- [3] After the request was referred to the Arbitration Court of St. Petersburg and the Leningrad Region and assigned with case No. A56-36896/2020, the said request was set aside which is confirmed by the Court ruling dated 14th May 2020. This was done after the Defendant filed a motion to withdraw their application to take interim measures against the Plaintiffs, on the 12th May 2020.
- [4] Subsequent to the withdrawing of the review request for interim measures against the Plaintiffs, the Plaintiffs made a claim for compensation of legal costs of 50,000 Russian ruble for each.
- [5] On the 24th February 2021, in case No. A56-36896/2020 the Arbitration Court of City of St. Petersburg and the Leningrad Region, announced its operative part of the ruling and on the 16th March 2021, the full text of the ruling was executed, and resolved that the Defendant was to pay to the Plaintiffs 50,000 Russian ruble each as legal cost owed.
- [6] The Plaintiffs contend in their Complaint that the Defendant is bound to comply with the above ruling of the Arbitration Court of the City of St. Petersburg and the Leningrad Region. The Plaintiffs also maintain that at no point in time has the Defendant sought to appeal the decision of the Arbitration Court of the City of St. Petersburg and the

Leningrad Region. The Plaintiffs further aver that the ruling of the Arbitration Court of the City of St. Petersburg and the Leningrad Region is not contrary to public policy and was not obtained by fraud and that the ruling of the Arbitration Court of the City of St. Petersburg and the Leningrad Region concluded that in reaching their decision on legal costs, they acknowledged the fact that the Plaintiffs provided sufficient evidence in showing proof of the costs incurred by them arising from the proceedings instituted by the Defendant, which is in accordance with the rules of the Seychelles Private International law.

[7] The Plaintiffs aver that to, despite the Plaintiffs having made demands to the Defendant to pay the sums owed by virtue of the above ruling, the Defendant has failed and/or refused to settle the sums owing.

[8] The Plaintiffs now move this Court to order that the ruling of the Arbitration Court of the City of St. Petersburg and the Leningrad Region in case number A56-36896/2020 be rendered executory in Seychelles.

[9] The Defendant was served summons to appear to defend the plaint but failed to appear and the matter proceeded ex-parte.

[10] The Plaintiffs called two witnesses namely, Farid Magdani, a director –general of the company Delovye Linii Limited Company, the 2nd Plaintiff and Danil Nikolaevich, a director-general of 0578 Holding LLC, the 1st Plaintiff both of whom gave uncontroverted evidence supporting the plaint and produced to the Court relevant documentary evidence in support of the Plaint. These included the registration documents of the Plaintiffs and the Defendant as well as the powers of attorney granted to the witnesses.

[11] The case of *Privatbanken Aktieselskab vs Bantele SLR 1978 No 52* set out the conditions for foreign judgments to be declared executory in Seychelles. Page 226 states these conditions as follows:

1. It must be capable of execution in the country where it was delivered;

2. The foreign court must have had jurisdiction to deal with the matter submitted to it;
3. The foreign court must have applied the correct law, in accordance with the rules of the Seychelles private international law;
4. The rights of the defence must have been respected;
5. The foreign judgment must not be contrary to any fundamental rules of public policy; and
6. There must be absence of fraud.

[12] This Court has considered the Complaint, the evidence adduced by the witnesses for the Plaintiffs and all the accompanying documents. I find that all the conditions stated above have been fulfilled.

[13] I therefore hereby declare the ruling of the Arbitration Court of the City of St. Petersburg and the Leningrad Region in case number A56-36896/2020 to be executory in Seychelles.

[14] I order accordingly.

[15] I make no order for cost.

Signed, dated and delivered at Ile du Port on 07 April 2022.

C. G. Dodin

Judge