

SUPREME COURT OF SEYCHELLES

Reportable
[2023] SCSC 132
CS 67/2020

In the matter between:

KS ENTERPRISES (PROPRIETARY) LIMITED
(rep. by Guy Ferley)

Plaintiff

and

MAERSK GLOBAL SERVICES
(Unrepresented)

Defendant

Neutral Citation: KS Enterprises (Proprietary) Limited vs. Maersk Global Services (CS 67/2020) [2023] SCSC 132.

Before: 23 March 2023
Dodin J
Heard: 31 January 2023
Delivered: 23 March 2023

JUDGMENT

DODIN J

- [1] The Plaintiff is a trader, merchant and importer of consumer goods and the Defendant is a carrier and shipping agent. The Plaintiff has imported a consignment containing of 375 water dispensers to the total value of US\$ 17,394.21 under bill of lading no: 596070996. The consignment has reached Seychelles and the Plaintiff has paid all payments due to the Defendant, to port handler and to Customs as are necessary for the release of the said consignment. Despite having received all payments due to it in connection with the said consignment the Defendant is refusing to release the consignment to the Plaintiff. The reason given for the refusal is that the Plaintiff allegedly owes money to the Defendant on invoices dating back to 2016, which invoices originated under separate contracts to the current one.
- [2] The Plaintiff avers that having paid all charges necessary to secure the release of

the consignment under bill of lading no: 596070996 the Defendant is obliged to release the said consignment as it has no lawful reason and legal rights to retain same. The Plaintiff avers that because of the retention as seizure of the consignment by the Defendant it has suffers loss and damages in the sum of SR 100,000.

- [3] The Plaintiff called one witness named Kannan Chandran the Financial Controller who testified that the Plaintiff imported container no: 596070996 containing water dispenser and the whole container was valued at US\$ 17,394.71. The container arrived on the 10th June 2020. The Defendant refused to give delivery citing outstanding debt for the years 2016 and 2017 which the witness maintain was not correct. Witness produced the document showing that payments had been made for those debts. The witness testified that as a result of these dispute the container was retained for one and a half month until released by order of the Court on the 21st July 2020.
- [4] The witness testified that because of the delay the Company made a loss of SCR25,000 and had to pay Land Marine the sum of SCR7050 for the time the container was not released and they were further charged a sum of SCR21,000 for demurrage. The Plaintiff now claims the sum of SCR100,000 as damages. The witness provided the Court with receipts in support of his testimony.
- [5] I have considered the evidence of the Plaintiff and the exhibits provided by the witness for the Plaintiff. I find that as a result of the Defendant retaining the container and not releasing it for one and a half months the Plaintiff had to pay the sum of SCR21,000 demurrage plus the sum of SCR7050, and there is uncontested evidence that the Plaintiff made a loss of profit which the witness calculated to be around SCR25000.
- [6] Since the container has been released there is therefore no need to make a further order of releasing the same. However, I order that the Defendant pays the Plaintiff the sum of SCR53,050 as damages for the loss suffered by the Plaintiff.
- [7] Judgment is entered in favour of the Plaintiff for the sum of SCR53,050.

[8] I award cost to the Plaintiff.

Signed, dated and delivered at Ile du Port on 23 March 2023.



Dodin J
Judge of the Supreme Court

