

SUPREME COURT OF SEYCHELLES

Reportable

MA 290/2023

(Arising in CM10/2021)

In the ex parte matter of:

EX PARTE: SEYCHELLES COMMERCIAL BANK LIMITED

Neutral Citation: *Ex parte: Seychelles Commercial Bank Ltd* (MA 290/2023) (29 November 2023)

Before: Burhan J

Heard: 20 September 2023

Delivered: 29 November 2023

ORDER

Application dismissed.

ORDER

BURHAN J

- [1] The Petitioner Seychelles Commercial Bank, filed an ex-parte application (petition and affidavit) praying for the following reliefs;
- a. that this Court grant extension for the payment of the stamp duty, registration and transcription fees in respect of the title deed of property under parcel number J1807.
 - b. that once such payment is effected, the Court orders that registration is made and
 - c. that the Court makes any other order it deems fit.
- [2] The petition is supported by an affidavit by Annie Vidot who is the Managing Director of Seychelles Commercial Bank.

- [3] The background facts of this application are that the Petitioner is a Judgment Creditor who proceeded for a judicial sale of property J1807. The property was adjudicated to the Petitioner following no bid higher than the mix a prix being made on the said property (see *Seychelles Commercial Bank Lt v Faiz Mubarak Ali* (CM 10/2021) [2022] SCSC 870 (11 October 2022)). This Court made further order that the Petitioner was to comply with Section 44 of the Immoveable Property (Judicial Sales) Act (Cap 94) within 20 days as contemplated by Section 45 of the Act.
- [4] It is clear that the time frame of 20 days set out on Section 45 of the Act is relevant only to the purchaser of the property. The purchaser is one who has made a successful bid on the property. The Petitioner is not, however, a purchaser but a Judgment Creditor to whom the property, following no bids on the said property was adjudicated to. As such, the Petitioner is not bound by the timelines set out in Section 45 read with Section 44 of the Act.
- [5] I also note that there are two other issues raised in the petition and in oral submissions. In the petition, learned Counsel at paragraph 4 ‘enquired’ as to the possibility of waiver of stamp duty given that there is no purchase of the property but instead, a temporary hold until the Petitioner finds a buyer. The waiver of legally due stamp duty, registration and transcription fees in respect of the title deed of property under parcel number J1807 cannot be done by this Court. There are no provisions in the Act empowering the court to do so. These are revenue matters the Petitioner has to sort out with the relevant authorities.
- [6] In oral submissions, learned Counsel submitted that in terms of Section 206 of the Immoveable Property (Judicial Sales) Act, the Adjudicatee shall be exonerated from all charges that may be on the property. Although these two issues have been canvassed in the Petition and in oral submissions, the prayers do not cover these reliefs specifically. Further, it is the view of this Court that at the time of registration, if any such issue arises the Petitioner is free to petition this Court for relief. At this juncture, it would be pre-emptive and *ultra petita* to decide on these issues.

[7] For the aforementioned reasons, the application stands dismissed. No order is made in respect of costs.

Signed, dated and delivered at Ile du Port on 29 November 2023.


29-11-2023

M Burhan J