

**IN THE SEYCHELLES COURT OF APPEAL**

**[Coram: A.Fernando (J.A) , M. Twomey (J.A) , B. Renaud (J.A)]**

**Civil Appeal SCA 34/2016**

**(Appeal from Supreme Court Decision CS 115/2010)**

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Kevin Meme

Appellant

Versus

Veronique Vanacoure

Respondent

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Heard: 07 December 2018

Counsel: Mr. Anthony Derjacques for the Appellant

Mr. Bernard Georges for the Respondent

Delivered: 14 December 2018

**JUDGMENT**

**B. Renaud (J.A)**

**Background Information**

1. On 20<sup>th</sup> December, 2016 the Appellant filed a Notice of Appeal and Memorandum of Appeal containing three grounds of appeal. One of those grounds is that the Honourable Judge erred in law in finding that the Appellant was liable in law in that he was not a party to the said contract between the Respondent and Design and Build Ltd. The Appellant also filed Skeleton Arguments on 18<sup>th</sup> October, 2018.

2. On 5<sup>th</sup> October, 2018 the Respondent filed her Skeleton Arguments stating that –

“The evidence clearly pointed to the fact that it was the company Design and Build Limited that was responsible for the breach of the contract. The Appellant, being a shareholder and director of the company, could not be rendered liable for the breach of the company.”

3. On 3<sup>rd</sup> December, 2018, Learned Counsel for the Respondent Mr. Bernard Georges, repeated this Court, the Skeleton Argument as stated above. Learned Counsel for the Appellant Mr. Anthony Derjacques thereafter moved this Court for a judgment in terms of his Notice of Appeal, namely - that the Judgment of the Supreme Court, dated 8<sup>th</sup> November, 2016, in Civil Side 115 of 2010 and SCSC 873 of 2016, is amended and that part is dismissed whereby the Appellant was found liable in law at paragraph 20 of the said Judgment, where it is stated that --

“Save for the matter dismissed in paragraph 17, of this Judgment, on the basis of the unchallenged evidence of the Plaintiff, the Court is satisfied that the Plaintiff has proven the remainder of her claim on a balance of probability. For the above reasons the Court enters judgment for the Plaintiff against the Defendants in the sum of Seychelles Rupees SR874,317.65cts together with costs of this suit and interest fixed by law on the sum of Seychelles Rupees SR974,317.65cts due from 25<sup>th</sup> March 2010, until payment in full...”

4. The Appellant has now moved this Court for a judgment allowing this appeal to the extent prayed for herein, with costs at the Supreme Court and this Court.

### **Order**

5. We allow this appeal and accordingly enter judgment to the extent prayed for herein, with costs at the rate of the Supreme Court and this Court.



**B. Renaud (J.A)**

I concur:.



A.Fernando (J.A)

I concur:.



M. Twomey (J.A)

Signed, dated and delivered at Palais de Justice, Ile du Port on 14 December 2018