

IN THE SUPREME COURT OF SEYCHELES

PRESTIGE CAR HIRE
(Rep. by Mr Karl D'unienville)

PLAINTIFF

VERSUS

WILLIAM ATHANASE

DEFENDANT

Civil Side No 298 of 2003

Mr. W. Lucas Counsel for the plaintiff

JUDGMENT

B.Renaud

The Plaintiff originally filed a plaint claiming SR69,597.00 from the Defendant for the loss and damages as a result to the Defendant having damaged its car when it was being hired out to him. During the course of the hearing the Plaintiff reduced its claim to SR55,000.00.

The Defendant was duly served with the Plaint on 26th November, 2003 requiring him to appear before the Court on 17th February, 2004. He failed to do so. Upon the application of the Plaintiff the Court granted leave for the matter to be heard *ex-parte* with notice to the Defendant. The Court duly notified the Defendant on the *ex-parte* hearing by letter dated 13th April, 2004. The Defendant did not make any appearance on the 3rd June, 2004 when the matter was set for the *ex-parte* hearing.

One Mr. Karl D'Unienville who is a director of and representing the Plaintiff testified that at all material times the Plaintiff is and was the owner of a car hire business which operates to provide services in car rental on Praslin. On 28th June, 1999 the Plaintiff hired out a Toyota Car registration number S10078 to the Defendant. It was a term of the hire agreement for the said vehicle that any damage caused to the vehicle whilst in the custody of the Defendant, the Defendant will be responsible to remedy the damages. On the 28th June, 1999 whilst the said car was in the custody of the Defendant,

it was involved in an accident and that the accident arose out of the carelessness of the Defendant. The said vehicle suffered extensive damage. The Plaintiff tried to get spare parts to repair the damaged vehicle. The car stayed in the garage for three months. The Plaintiff eventually had to sell the car as it was without having it repaired. Prior to the accident the car was valued at SR.110,000.00 and when it was sold the Plaintiff could only realized Rs.55,000.00. The Plaintiff is now claiming the sum of Rs.55.000.00 being the difference between the value of the car and the amount it realized after selling the damaged vehicle.

According to the witness, the Defendant originally promised to pay the Plaintiff for the damages. But despite repeated written demands by the Plaintiff, the Defendant refused or neglected to settle the said debt.

On the basis of the uncontroverted evidence of the Plaintiff I am satisfied that the Plaintiff has adduced sufficient evidence to prove its claim on the balance of probabilities. I therefore enter judgment for the Plaintiff as against the Defendant in the sum of SR.55,000.000 with costs.

B.RENAUD

JUDGE

Dated this 30th July 2004