

IN THE SUPREME COURT OF SEYCHELLES

SIMON HOAREAU

PLAINTIFF

VERSUS

CLAIRE ROUCOU

DEFENDANT

Civil Side No 269 of 2001

Mr. J. Renaud for the Plaintiff
Defendant absent/unrepresented

JUDGMENT

B.Renaud

The Plaintiff, in his plaint filed on 17th September 2001, alleges that he was at all material times an Insurance Agent and that the Defendant was a Clerk who, on 5th February 2001, was indebted to him in the sum of SR39,000.00. That sum is made up of a loan granted by the Plaintiff to the Defendant and also for the use of the Plaintiff's motor-car and the cost of repairs of that motor car. The Plaintiff also alleges that the said sum carried interest at the rate of 10% per annum from 2nd February 2001 and that despite the request of the Plaintiff, the Defendant has not paid the said sum of SR39,000.00 or any other sum. The Plaintiff also pleaded that the Defendant has acknowledged the debt by an Acknowledgement of Debt dated 13th June 2000 and an affidavit dated 5th April 2001. The Plaintiff is now claiming from the Defendant the sum of SR39,000.00 with interest at 10% per annum with effect from 2nd February 2001, plus costs.

The Defendant was duly served with the Plaint on 7th August 2002 and appeared by Counsel on 24th September 2002 when she was allowed time to file her statement of defence by 14th January 2003. In her statement of defence of the 10th March 2003, the Defendant denies the claim of the Plaintiff and contends that she is not indebted to the Plaintiff as averred or at all and puts the Plaintiff to strict proof of the averments contained in his Plaint.

The matter was set for hearing on 13th November, 2003. On the date of the hearing, Learned Counsel for the Defendant informed the Court thus- "*I have instruction to concede to judgment where my Learned friend will prepare the consent judgment and I will get my client to sign the document*". The matter was adjourned to 21st November 2003 for that purpose and subsequently adjourned to 21st November, 2003; 21st January, 2004; 29th March, 2004; and to 1st June, 2004 when Learned Counsel for the Defendant sought leave to withdraw as Counsel for the Defendant. The matter was then mentioned on 5th October 2004 with notice that was duly issued by the Court and served on the Defendant on 10th September 2004 requiring her presence in Court on 5th October, 2004. On that date, the Defendant's Counsel appeared but the Defendant herself failed to appear and the matter was adjourned to 18th January, 2005 when it was fixed for hearing on 24th March 2005. On the date of the hearing, both, the Learned Counsel for the Defendant and the Defendant herself failed to appear in Court. Upon application of the Learned Counsel for the Plaintiff for the matter to proceed ex-parte and the Court granted leave accordingly.

The Plaintiff testified that he lives at Port Glaud and knows the Defendant who is indebted to him in the sum of SR39,000.00 that was partly for a loan he made to her and partly for the use of his car and the cost of its repairs. The Plaintiff had agreed with the Defendant that if the latter does not pay the money or any amount outstanding on the original sum of SR39,000.00, that sum would carry 10% interest from 2nd February 2001. The Plaintiff had requested payment from the Defendant without any success. The Defendant had acknowledged the debts by writing on 13th June 2000 in the sum of SR8,000.00. That document was admitted and marked as Exhibit P1. The Defendant had also acknowledged by writing dated 5th February 2001 a second acknowledgement or affidavit that she owed the Plaintiff the sum of SR31,000.00. That document was also admitted and marked as Exhibit P2.

On the basis of the uncontroverted evidence of the Plaintiff and the two exhibits before the Court, I am satisfied that the Plaintiff has established his claim against the Defendant on the balance of probabilities and is therefore entitled for a judgment as prayed. I accordingly enter judgment in favour of the Plaintiff as against the Defendant

in the sum of SR39,000.00 with interest at the rate of 10% per annum from 2nd February, 2001.

I also award costs to the Plaintiff

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B.RENAUD

JUDGE

Dated this 30th day of May 2005