

# IN THE SUPREME COURT OF SEYCHELLES

**DEVELOPMENT BANK OF SEYCHELLES**

**PLAINTIFF**

**VERSUS**

**NORBERT SINON**

**DEFENDANT**

Civil Side No 179 of 2009

Mr. W. Herminie for the Plaintiff

Defendant absent/unrepresented

## **JUDGMENT**

**B. Renaud J**

The Plaintiff by a Plaintiff entered on 15<sup>th</sup> July, 2009 prayed this Court for judgment ordering the Defendant to pay the Plaintiff the sum of SR148,659.00 with interest at the rate of 8% per annum with effect from 22<sup>nd</sup> May, 2009, and costs.

The Defendant was duly served with summons and the Plaintiff on 7<sup>th</sup> September, 2009 to attend Court on 23<sup>rd</sup> September, 2009. The Defendant failed to attend Court either in person or by Counsel and neither offered any reasonable excuse for his absence. Upon the application of the Plaintiff the Court granted leave for the suit to proceed ex-parte against the Defendant and the hearing to take place on 2<sup>nd</sup> October, 2009 at 1.45 p.m. Further order was made for the Defendant to be notified of the ex-parte hearing and that was done by letter written notice dated 28<sup>th</sup> September, 2009.

Mr Donald Rosette a Bank Officer employed by the Plaintiff testified on behalf of the Plaintiff.

The Plaintiff was and is at all material time operating as a Bank and the Defendant a customer and debtor to the Plaintiff.

Pursuant to an agreement dated 12<sup>th</sup> December, 2001, Exhibit P1, the Plaintiff made available a loan of SR81,495.00 with interest at 8% per annum payable by 46 monthly

installments of SR1,990.00 with effect from 1<sup>st</sup> April, 2002. The said loan was for the setting up of a draughtsman business.

In breach of the said agreement the Defendant failed to repay the loan.

At the date of the Plaintiff entering the Plaint a total of SR148,659.00 remained outstanding in respect of the loan inclusive of interest and charges for which the Defendant is liable. Despite repeated requests the Defendant failed to settle the outstanding debt which is due and payable.

On the basis of the uncontroverted evidence of the Plaintiff, I find on a balance of probabilities that the Plaintiff has substantiated its claim against the Defendant and I give judgment as prayed.

I accordingly enter judgment in favour of the Plaintiff as against the Defendant in the sum of SR148,659.00 with interest at the rate of 8% per annum with effect from 22<sup>nd</sup> May, 2009, and costs.

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B. RENAUD  
**JUDGE**

Dated this 9<sup>th</sup> day of December 2009