

IN THE SUPREME COURT OF SEYCHELLES

STEVE HERTEL

PLAINTIFF

VERSUS

**MC DONALD POOL
ALSO KNOWN LEONARD POOL**

DEFENDANT

Civil Side No 225 of 2008

Mr. Serge Rouillon for the Plaintiff

Defendant absent/unrepresented

JUDGMENT

B. Renaud J

By a plaint entered on 14th August, 2008, the Plaintiff is praying this Court for a Judgment in his favour against the Defendant:

- a. *Declaring that all payments made by the Plaintiff in repayment of the loan including interest and costs were in subrogation for the amount due by the Defendant to the development Bank of Seychelles;*
- b. *Ordering the Defendant to refund the Plaintiff all installments paid by the Plaintiff to the Development Bank of Seychelles plus interest and costs on the amount paid;*

- c. *Ordering the Defendant to pay the Plaintiff SR30,000.00 as moral damage with interest from the date of filing of the plaint;*
- d. *To order the Defendant to continue with his loan repayment to the Development Bank of Seychelles until the loan is fully repaid; and*
- e. *The whole with interest and costs.*

At all material times the Plaintiff and the Defendant were friends. By virtue of a loan agreement signed on 28th May, 2002 the Defendant took a loan in the sum of Rs25,000.00 with the Development Bank of Seychelles for the purchase of cellular phones for rental and the Plaintiff signed as one of the guarantors for the defendant.

The Defendant defaulted in his loan repayment to the Development Bank of Seychelles and is now in arrears with his loan repayment. By virtue of the Defendant's failure to repay his loan.

The plaintiff's repayment of the loan is in subrogation for the amount due by the defendant to the Development Bank of Seychelles. The Plaintiff is facing great hardship to himself and his family and as a result has suffered loss and moral damages in the sum of SR30,000.00. Despite repeated requests to the Defendant by the Plaintiff to repay his loan and

to refund the Plaintiff the money due to repaying the Defendant's loan arrears the Defendant has failed to repay his loan and to repay the Plaintiff.

I am satisfied that the Plaintiff has substantiated his claim against the Defendant on a balance of probabilities and enter judgment in favour of the Plaintiff as against the Defendant, as follows:

- a. I hereby declare that all payments made by the Plaintiff in repayment of the loan including interest and costs were in subrogation for the amount due by the Defendant to the Development Bank of Seychelles;*
- b. I hereby order the Defendant to refund the Plaintiff all installments paid by the Plaintiff to the Development Bank of Seychelles plus interest and costs on the amount paid;*
- c. I hereby further order the Defendant to additionally pay the Plaintiff SR30,000.00 moral damages with interest from the date of filing of the Plaint;*
- d. I also order the Defendant to continue with his loan repayment to the Development Bank of Seychelles until the loan is fully repaid; and the whole with interest and costs.*

.....

B.RENAUD

JUDGE

Dated this 10th day of December 2009