

IN THE SUPREME COURT OF SEYCHELLES

SEYCHELLES SAVINGS BANK

Plaintiff

VS.

JIMMY BAKER & OTHERS
(Trading as BEL Construction)

Defendant

Civil Side No. 298 of 2005

Mr. F. Ally for the Plaintiff

JUDGMENT

Gaswaga, J

The Plaintiff is a bank at all material times operating in the Republic of Seychelles, which, among others, offers loan services to its clients. The 1ST Defendant is a customer of the Plaintiff bank who pursuant to an agreement (P2) dated 26th July, 2002 was availed a loan of SR 50.000/- with interest at the fixed rate of 10% per annum payable by 36 monthly instalments of SR1, 805.56/- with effect from 28th August 2002. Mr Kitson Modelly of Baie Lazare and Mr Andre Loze of Greenwich, 2nd and 3rd Defendants herein respectively and hereafter referred to as “Guarantors” agreed with the plaintiff bank to be bound by the terms and conditions set out in clause 5 and 6 of the agreement. Afterwards the Defendant defaulted in the payment of the loan giving way for the suit to be instituted.

The Defendants, though duly served, did not turn up nor file a defence in court and leave was granted for the case to be heard *ex-parte*. **See section 65 of the Seychelles Code of Civil Procedure Cap. 213.** One witness, Ms. Elice Pollette Aglae who is also the loan recovery officer with the plaintiff bank confirmed the above facts and further stated that by the time the case was filed the outstanding balance was SR 39,766.54 but that the said total had since attracted interest and stood at SR54,124.72 as at 24th January, 2007. Demand for the said money was made but yielded no positive results. See letters to defendants dated 7th March 2005.

I am satisfied that on the uncontroverted evidence before the Court the Plaintiff has proved its case against the Defendant on a balance of probabilities. Judgment is accordingly entered for the plaintiff as against the defendants jointly and severally in the sum of SR 54,124.72 with continuing interest thereon at the rate of 10% per annum with effect from June 2005. The Plaintiff is also awarded costs of the suit.

D. GASWAGA

JUDGE

Dated this day of March, 2007.