SUPREME COURT OF SEYCHELLES

Reportable
MA 262/2025
(Arising in MC 23/2023)

In the matter between:

JANE HUNT — **Applicant**
(rep. by Wilby Lucas)

and

ANTHONY HUNT — **Respondent**
(rep. by Alexia Amesbury)

Neutral Citation:	*Jane Hunt v Anthony Hunt* (MA262/2025 arising in MC23/2023) (10 July 2026)
Before:	Burhan J
Summary:	Application for Judgment of Adjudication dismissed
Heard:	Written submissions
Delivered:	10 July 2026

ORDER

This Court proceeds to dismiss the Application MA 262 of 2025. This Court makes further order that as the same defective sale background remains embedded in the main demand in licitation MC 23 of 2023 that too stands dismissed.

A copy of this judgment to be placed in the main file MC 23 of 2023.

JUDGMENT

BURHAN J

[1] The Applicant Jane Hunt acting as Co-Executrix of the estate of the late Marie-Celine Hunt on 8 December 2025 filed this application MA 262 of 2025 and moved that-

a. *"...... Court enters judgment of adjudication in term of Articles 1 & 3 of the Memorandum of Charges dated 1st of June 2023 which will dispose this matter."*

[2] In the final written submission dated 16 February 2026, the relief sought was expressed in more detail. The Applicant requested that this Court finalize the process by judgment of adjudication in favour of Payanke Investment as adjudicatee for the purchase of Parcels V4510 and V4603 for the sum of SR 28,000,000.00, together with legal costs, stamp duty and registration fee. In addition, the Applicant further moved that this Court direct the Land Registrar to remove any encumbrance or inhibition registered against the two titles.

[3] The Respondent, Anthony Hunt the other Co-Executrix of the estate of the late Marie-Celine Hunt, filed reply submissions and moved that "... *Court to be pleased to dismiss the present applicant and to order that the Applicant and the Respondent sign a letter of acceptance exhibited "D" in the application save that the Parties should both sign before other Notaries, excluding the lawyers of the two parties."*

[4] Prior to dealing with the relief claimed it would be pertinent for this Court to set down the background facts of this case.

[5] The present application arises from the main case MC No. 23 of 2023, a demand in licitation pursuant to section 98 of the Immovable Property (Judicial Sales) Act Cap 94. The underlying foundation of the dispute is the Judgment by Consent dated 7 July 2020. In the said Judgment by Consent, the aforementioned Joint Executors agreed that the remaining two immovable properties, namely V4510 and V4603, were to be sold within eighteen months, failing which the properties would be sold by licitation. It is therefore clear from the Judgment by Consent that private sale within eighteen months was the first contemplated course, and that sale by licitation was the agreed fall back if that period expired without sale.

[6] The Applicant's case is that the parties failed to sell the two properties within the stipulated period agreed under the Judgment by Consent. She therefore pursued sale by licitation through the present proceedings MC 23 of 2023. The Applicant pleaded that on 15 May 2024, the Supreme Court ordered the sale of the two properties and further ordered, during

those proceedings that the Court directs that the properties be handed over with vacant possession to an estate agent. However, on perusal of the said proceedings it is clear to this Court that the only order made by Dodin J was that "… *the properties be handed over with vacant possession into the hands of the estate agent*..."

[7] The Applicant further pleaded that on 7 November 2025, Arriva Real Estate was appointed by contract by the Applicant to secure a buyer, and that on 19 November 2025, Arrive Real Estate confirmed a final offer of SR 28,000,000.00 for the sale of the two immovable properties. The Applicant also pleaded that on 26 November 2025, learned Counsel for the Respondent accepted the offer in open court. Thereafter, a Letter of Acceptance was sent to the Respondent for his signature, who refused to sign it.

[8] The Respondent in reply submits that he was never presented with a copy of the Letter of Acceptance for his endorsement and that he remains prepared to sign if the content is that exhibited in the Applicant's Exhibit D, provided that, it is signed by both executors before other notaries, excluding the lawyers of the two parties. The Respondent's prayer to this Court was accordingly that the present application be dismissed and that the parties sign the Letter of Acceptance before other notaries.

[9] This Court by its ruling dated 19 June 2026, set aside the objections of the Respondent and ordered that the Letter of Acceptance was a document that did not require notarial attestation and that it would suffice if both Co-executors signed the document. Court granted one week for the Respondent to sign the Letter of Acceptance or granted the Applicant permission to proceed under Article 1033 of the Civil Code of Seychelles Act. Since then, learned Counsel for the Respondent has informed this Court that the Respondent has signed the said Letter of Acceptance and a copy has been filed in the case record.

[10] Having given an opportunity to both parties of being heard, this Court will next proceed to decide on this instant application, that Court enter Judgment of Adjudication. When one considers the pleadings and documents produced in its entirety, the following matters are established:

a) The parties are Joint Executors of the Estate of the late Marie Celine Hunt.

b) By Judgment by Consent dated 7 July 2020, they agreed to sell the remaining two properties, V4510 and V4603, within eighteen months, failing which the properties would be sold by licitation.

c) The parties did not sell those properties within the agreed period.

d) Thereafter, the Applicant filed MC No. 23 of 2023 which is a demand in licitation pursuant to section 98 of the Immovable Property (Judicial Sales) Act Cap 94.

e) The memorandum of charges identifies V4603 as land of 14,490 square metres with a building thereon known as Mountain Rise Hotel, and V4510 as land of 882 square metres with a two-bedroom house thereon.

f) The memorandum of charges values V4603 at SR 53,711,000 and V4510 at SR 3,942,000.

g) Under the heading "*Mise-a-Prix*", the memorandum of charges provides that the two parcels and buildings thereon will be sold *"for the sum indicated as per the valuation and subject to negotiation."*

h) On 15 May 2024, the Court proceedings recorded that *"the mise-a-prix stays as the value stated."*

i) The subsequent materials relied upon by the Applicant in her application, indicate that a final offer of SR 28,000,000.00 was received from Payanke Investment and both Executors have now signed the Letter of Acceptance and a Judgment of Adjudication is now sought at that figure.

j) The Applicant's evidence supporting the application and final submission, is documentary and procedural in nature. It relies on the Judgment by Consent, the proceedings of 15 May 2024, the appointment of Arriva Real Estate, the offer of SR 28,000,000.00 and the alleged acceptance of that offer in open court.

The Law in respect of licitation proceedings

[11] Section 21 of the Immovable Property (Judicial Sales) Act requires that-

> *"Within thirty days of the transcription of the memorandum of seizure, the execution creditor shall deposit at registry the memorandum of charges (cashier des charges) which shall contain* —
>
> *(i) a reference, to the title in virtue of which seizure has been made, to the process server's memorandum of seizure including the return of service, and to any procedure or judgments or orders which may have been rendered or made in the course of the proceedings:*
>
> *(ii) the description of the property as set forth in the memorandum of seizure:*
>
> *(iii) the conditions under which the property is to be sold:*
>
> *(iv) a mise à prix on the part of the seizing creditor.*
>
> *The Judge shall, at the foot of the memorandum of charges, fix the day for the reading thereof, or for the sale of the property if the property seized is a small property which is to be sold conformably to subhead II of this Chapter."*

[12] Section 29 states that-

> *"The reading of the memorandum of charges shall take memorandum place before a Judge at a public sitting to be holden on some day not less than ten nor more than thirty days after the filing of such memorandum of charges. The day for the sale and adjudication shall be fixed by the Judge immediately after the reading of the memorandum of charges, which day shall be at least six weeks after the day of such reading."*

[13] Section 31 requires that-

> *"Within fourteen days, after the reading of the day of sale memorandum of charges, the attorney in charge of the sale shall publish in the manner prescribed in section 224, a notice as near as may be in form of the schedule hereunto annexed (marked A) announcing the day when the said property shall be put up for sale and adjudication, and calling upon all parties who may have a right to take inscription of legal hypothec upon the property, to exercise such right before the transcription of the title deed of adjudicatee. Similar notices shall be again published in the manner prescribed in section 224, twelve days at the least, before the day fixed for the sale and adjudication of the property".*

[14] Section 35 reads as follows-

> *"On the day fixed for the adjudication, the bidding shall be open, at the instance of the execution creditor or, failing him, at the instance of any one of the inscribed creditors or judgment creditors."*

[15] Section 30 instructs that-

> *"Whenever any inscribed creditor or the execution debtor may desire that the memorandum of charges, as drawn up by the attorney having the carriage of the proceedings, be rectified and amended in any respect, such party may apply by petition to a Judge, twenty-one days at the least (unless cause be shown to the satisfaction of the Judge for entertaining such application, if made beyond the above period) previous to the day fixed for the sale, to appoint a day for the appearance of parties before him. (emphasis added).*
>
> *In all cases the execution creditor shall be made a party to such proceedings, as also the execution debtor (unless the application be made by him) and any other parties whom the Judge may in his discretion think proper to join.*
>
> *Such petition, with the Judge's order thereon, shall be served upon the parties named therein five days previous to the day fixed for hearing, and shall further be made known to creditors by an advertisement in the manner prescribed in section 224 setting forth the desired change and acquainting them that they have the right, if they think fit, of intervening, before the Judge, on the day appointed by him, for the purpose of opposing such rectification or amendment. Any creditors so intervening shall do so, at their own cost, unless in any case where the Judge on dismissing such application, shall condemn the applicant to pay the costs of any intervening parties.*
>
> *The costs of such application shall be borne by the unsuccessful party, unless it shall be otherwise ordered; and in no case shall they be considered as costs of sale."*

[16] Section 39 further provides that

> *"If there be no higher bid that the mise à prix of the execution creditor, the property shall be adjudicated to him. But if the execution debtor, or any inscribed or judgment creditor shall prove to the satisfaction of the Judge that such bid, or the highest covering bid is much below the value of the property, and that there is a reasonable prospect that, if the sale be postponed to a future day, a higher price will then be bid, the Judge may, in his discretion, postpone the sale as provided in section 36."*

[17] The effect of these provisions is that the memorandum of charges and the mise-à-prix are central to the legality of the adjudication process, and that any material change in the operative sale terms must be brought before the Court through the statutory route of rectification and amendment before judgment of adjudication is granted.

[18] It is clear from the evidence before this Court that the critical documentary conflict for present purposes is between the mise-a-prix contained in the memorandum of charges and the subsequent adjudication figure now relied upon by the Applicant.

Analysis of the Evidence and Findings

[19] The Applicant asks this Court to adjudicate the two properties to Payanke Investment for SR 28,000,000.00. However, the memorandum of charges presently on file reflects a sale basis tied to materially higher valuation figures totalling 57,653,000.00 and states that the sale is to be for the sum indicated as per the valuation and subject to negotiation.

[20] The proceedings of 15 May 2024, reinforce that position, since the Court then recorded that *"the mise-a-prix stays as the value stated."*

[21] This Court notes that the subsequent offer was obtained in the amount of SR 28,000,000.00 and that the Applicant now wishes the Court to act on that figure. But the Court is not satisfied that it can lawfully grant adjudication on a figure that is materially different from the *mis-a-pr*ix while the memorandum of charges remains unrectified.

[22] When one considers the evidence in this case and the documents produced, the problem is not merely factual it is procedural and statutory. The Act provides a clear mechanism, under section 30, for rectification and amendment of the memorandum of charges where the sale terms are to be altered.

[23] There is no evidence before this Court that such rectification was obtained through Court. On the contrary, the record shows the continued existence of the original memorandum of charges and the original sale basis reflected therein.

[24] This Court is of the view that judgment of adjudication cannot properly be granted in such circumstances. To do so would be to enter final judgment on terms materially different from the memorandum of charges presently before the Court, without first bringing that instrument into conformity with the Act.

[25] The Court must also take account of the Judgment by Consent. That judgment required sale within eighteen months, failing which the properties would be sold by licitation. It did not authorize the Court to dispense with the memorandum of charges once the matter moved into licitation. Once licitation became the operative method of sale, the parties and the Court were bound to proceed in accordance with the Immovable Property (Judicial Sales) Act and the respective sections set out above.

[26]. This Court also observes that the parties have now, by requesting a sale through an Estate Agent and by proceeding to find a buyer through the agent, impliedly abandoned the licitation procedure envisaged by the Immovable Property (Judicial Sales) Act. The sale price being well below the existing *mise-à-prix* also raises other concerns of depriving the State of revenue by way of stamp duty. This is serious.

[27] For all he aforementioned reasons, this Court is satisfied that the application for Judgment of Adjudication cannot succeed. This Court proceeds to dismiss the Application MA 262 of 2025. This Court makes further order that as the same defective sale background remains embedded in the main demand in licitation MC 23 of 2023 that too stands dismissed.

[28] A copy of this judgment to be placed in MC 23 of 2023.

[29] Both parties to bear their own costs

Signed, dated and delivered at Ile du Port on 10 July 2026.

10-7-2026

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M Burhan J