

SUPREME COURT OF SEYCHELLES

Reportable

[2025]

CM06/2022

In the matter between:

DEVELOPMENT BANK OF SEYCHELLES LTD

(rep. by Mr Keiran Shah)

Plaintiff

and

DANIEL MORIN

PASCAL MORIN

(rep. by Mr France Bonte)

Defendants

Neutral Citation: *DBS v Morin and Or* CM06/2022 [2025] 5th May 2025

Before: Burian, J

Summary: Sale by Levy of immovable property subject to a “saisie immobilière” preceded by a “commandement” – Immovable Property (Judicial Sales) Act (Cap 94)

Heard: 17th April 2025

Delivered: 5th May 2025

ORDER

- I. All formalities under the Immoveable Property (Judicial Sales) Act (Cap 94) having been complied with for the Sale by Levy of parcel B2420 with all buildings and appurtenances thereon situated at La Misere, Mahe, Seychelles, and on the date of the sale and adjudication namely 17th April 2025 there being no higher bid than the *mise à prix* as set out in the Memorandum of Charges dated 8th July 2022 in the sum of Seychelles Rupees Seven Million Five Hundred Thousand the property was adjudicated to the execution creditor namely the Development Bank Seychelles Limited.
- II. Plaintiff is ordered to pay the amount payable by way of stamp duty and registration and transcription fees in respect of the Title deed to the Property (consisting of the **MEMORANDUM OF CHARGES** and the Judgment of Adjudication) in accordance with Article 5 of the **MEMORANDUM OF CHARGES** and section 44 of the Act by depositing the same in the hands of Counsel, Mr Keiran Shah within twenty days after the

adjudication namely 7th May 2025 after which the property shall be registered in the name of the Plaintiff.

JUDGMENT OF ADJUDICATION

BURIAN, J

- [1] A **COMMANDMENT** dated 25th January 2022 was filed in the Registry of the Supreme Court on 15th February 2022 requiring the Respondents', Daniel Morin and Pascal Morin, to pay the sum of Seychelles Rupees Three Million Nine Hundred Thousand Four Hundred and Ten (SR 3,900,410/-) plus interest thereon at the address of Attorney-at-Law Keiran Shah or the Process Server serving the Commandment forthwith, and notifying the Defendants' that in default of such payment within 10 days of the date of service of the Commandment, the Plaintiff, the Development Bank of Seychelles Limited would cause Parcel B2420 situated at La Misere, Mahe Seychelles and registered under the Land Registration Act Cap 107 in the name of the Defendants' to be seized and sold by virtue and in execution of a charge dated 5th January 2011 whereby the Defendants' charged Parcel B2420 to secure payment to the Plaintiff of the sum of Seychelles Rupees Three Million (SR 3,000,000/-) together with interest at the rate of 8.5% per annum and expenses, and the Defendants' agreed to pay to the Plaintiff all expenses, legal costs and charges in the event of default in repayment and recovery of the debt. The Commandment was served by the process server on 3rd March 2022 at Plaisance, Mahe, Seychelles on the Respondents' and the original visaed by the Registrar of the Supreme Court within 48 hours after service.
- [2] Seizure was effected on 27th May 2022 by Mr Ronny Maria process server accompanied by Mr Tony Alcindor process server, and **MEMORANDUM OF SEIZURE** to which was annexed written **SPECIAL AUTHORITY** of the execution creditor dated 16th March 2022 authorising the usher to effect the seizure was notified to Daniel Morin of Plaisance, Mahe, Seychelles on the same date.

- [3] **MEMORANDUM OF CHARGES** dated 5th July 2022 was deposited at the Registry of the Supreme Court on the 8th July 2022. On 12th July 2022, Judge Gustave Dodin, Judge of the Supreme Court at the foot of the **MEMORANDUM OF CHARGES** fixed the date for the reading thereof being the 11th November 2022. Notice specifying the day, hour and place appointed for the reading was served on the Defendants' on 12th October 2022 calling upon it to examine the **MEMORANDUM OF CHARGES** and to make thereon such observations as it may think fit and further to be present at the reading of the **MEMORANDUM OF CHARGES**. Reading of the **MEMORANDUM OF CHARGES** did not take place on 11th November 2022 and was postponed to 7th March 2025.
- [4] **READING OF MEMORANDUM OF CHARGES** pursuant to section 29 of the Immovable Property (Judicial Sales) Act Chapter 94 ("the Act") took place at a public sitting of the Supreme Court held on 7th March 2025 at 9a.m. before Judge Brassel Adeline, Judge of the Supreme Court duly assisted by Court Orderly Cheryl Bamboche, before whom personally appeared Mr Keiran Shah, Attorney-at-law, having carriage of the sale and Mr France Bonte, Attorney-at-law representing the Defendants'.
- [5] The Memorandum read as follows:

IN VIRTUE AND IN EXECUTION OF:-

1. A charge drawn up by Notary Public Serge Rouillon granted to Morin Holdings Limited herein represented by Mr Daniel Jean Victor Morin and Mr Pascal Cheribin Morin of Plaisance, Mahe Seychelles, a loan for SCR 3,000,000/- dated 5th January 2011 duly registered on the 7th January 2011 with interest at 8.5% per annum and charged secured by a charge on Title No. B2420.
2. The said loan carries interest at the rate of 8.5% per annum compounded monthly.
3. The said loan, interest and charges thereon have now become due and payable.
4. A "Commandment" previous to levy, under the hand of the undersigned Attorney for the Plaintiff duly served on the Defendants' on 3rd March 2022 to

the 2nd Defendant by the process server of the Supreme Court of Seychelles, claiming payment for the Defendant payment of the following amounts:

- a) The Capital amount and interest SCR 3,900,410/- (b) Interest from the 1st April 2021 at the bank rate compounded monthly until the date of payment (c) SCR 5000/-being filing fees of the Commandment and the special authority. (d) SCR 15,000/- being for fees and disbursements for the sale by levy.
5. A power to seize the immovable property signed by the Plaintiff's Attorney dated 16th March 2022 authorised the Process Server to seize and place under custody of law the said immovable property.
6. A Memorandum of Seizure of the said immovable property dated 9th June 2022 and received on the 14th June, drawn up by Process Server, Mr Ronny Maria giving the description thereof along with the appurtenances, dependencies, buildings and plantations thereof.
7. A valuation of the said immovable property by the Process Server Mr Ronny Maria witnessed by Mr Tony Alcindor and Mr Serge Raoudy on the 2nd Defendant of Title B2420 at La Misere, Mahe, Seychelles for the sum of Seychelles Rupees Seven Million Five Hundred Thousand (SCR 7,500,000/-)
8. **DESCRIPTION OF THE IMMOVABLE PROPERTY** A portion of land known as B2420 situated at La Misere, Mahe, Seychelles **BUILDING** one concrete lock store covered in CI sheets **PLANTATION** Several shrubs and bushes **MISE A PRIX** The land along with dependencies thereon will be sold upon a *mise a prix* at the sum of Seychelles Rupees seven million five hundred thousand only. **CONDITIONS OF SALE Article 1:** This sale will take place agreeably to and in conformity with the provisions of the Immovable Property (Judicial Sales) Act (Cap. 66 of the Laws of Seychelles). **Article 2:** The property will be sold to the highest bidder for cash. The Purchaser will be bound to pay all taxes, registration and transcription dues, stamp duties, fees, contribution for imposts of any kind which might be leviable or which might burden the said immovable property from and after the date of purchase. **Article 3:** The Purchaser shall be bound to respect all the encumbrances and servitudes of any

kind which might burden the said portion of land. He will have the right to dispute the same as he thinks fit and proper without any recourse or guarantee whatsoever against the execution creditor (the Plaintiff) nor any diminution of price with respect thereto. The Purchaser shall on the other hand be entitled to the benefit of any servitude apparent or otherwise which accrue to the said land.

Article 4: The Purchaser shall be bound to pay his purchase price according to a plan of distribution to be drawn up by the Registrar of the Supreme Court of Seychelles which might be given a share the said purchase price. The purchase price shall bear interest at the rate of four per cent per annum from and after the day of the purchase. The purchaser may be called upon to pay one fourth of his purchase price at the time of adjudication and before the property is knocked down to him. The portion deposited shall not bear interest. The obligation of deposit shall not be binding on the Plaintiff were it to become Purchaser. **Article 5:** Over and above the purchase price the Purchaser shall be bound to pay all costs and expenses of sale upon bills duly taxed, the full rate of stamp duties as well as costs of transcription of Judgment of Adjudication. **Article: 6** The Purchaser shall be bound to execute all and every condition of the Cahier des Charges upon pain of seeing the property sold against him by *Folle Enchere*. In case of resale of the property by way of *Folle Enchere*, the portion of the purchase price which might have been deposited as well as the costs of the sale shall be forfeited. **Article 7:** Should there be two or more purchasers, they shall all be bound jointly and severally to execute the present conditions of the sale. For further particulars apply to the undersigned Attorney-at-Law. Dated at Victoria, Mahe, this 5th July 2022 “**ATTORNEY-AT-LAW**”

- [6] The date for the sale and adjudication of the Property was fixed for 17th April 2025 immediately after the reading of the **MEMORANDUM OF CHARGES**.
- [7] **SALE BY LEVY OF THE PROPERTY** - At a public auction held on 17th April 2025 at 9.00am, the date fixed for sale and adjudication of the Property, personally appeared before me Judge Natasha Burian, Judge of the Supreme Court assisted by Court Orderly Ms Marie-Therese Bristol., Ms Afif for Mr Keiran Shah, Attorney-at-law, having carriage of the sale and Mr France Bonte attorney-at-law representing the Defendants. Ms Afif declared to me that all formalities laid down by sections 31 and 224 the Act

for the publication of the date of sale of the Property had been duly complied with, such formalities having been effected upon fixing of the date of sale and that the **BILL OF COSTS OF SALE** due at the time of the sale duly taxed by the Registrar had been filed in the Registry of the Supreme Court twenty-four hours before the sale in accordance with section 32 of the Act.

[8] The mix a prix was announced as being SR 7, 500,000/- and it was also announced that the taxed costs of the sale amounted to SR 13,478/- **AND BEYOND THE AMOUNT SO TAXED, NO FURTHER SUM SHALL BE CLAIMABLE OR ALLOWED IN RESPECT OF SUCH COSTS.**

[9] Whereupon the biddings were opened for the portion of land at SR 7,500,000/-. There were no bidders and the mise a prix not covered; and the property was therefore adjudicated to the creditor, the Development Bank of Seychelles Limited.

[10] I therefore, awarded the property to the Development Bank of Seychelles Limited and Plaintiff is ordered to pay the amount payable by way of stamp duty and registration and transcription fees in respect of the Title deed to the Property (consisting of the **MEMORANDUM OF CHARGES** and the Judgment of Adjudication) in accordance with Article 5 of the **MEMORANDUM OF CHARGES** and section 44 of the Act by depositing the same in the hands of Counsel, Mr Keiran Shah within twenty days after the adjudication namely 7th May 2025 after which I hereby order the registration of the in the name of the Plaintiff.

Signed, dated and delivered at Ile du Port on 5th May 2025



Burian, J

