

SUPREME COURT OF SEYCHELLES

Reportable

[2025]

CA20/2022

(Appeal from CS112/2019)

In the matter between:

MAURITIUS UNION ASSURANCE LIMITED

(rep. by Mr. B. Georges)

Applicant

versus

MAZU (PTY) LTD

(rep. Mr. B. Hoareau)

Respondent

Neutral Citation: *MUA Limited vs Mazu (PTY) LTD* (CA20/2022 Appeal from CS112/2019) [2025]
(12th February 2025)

Before: A. Madeleine, J

Summary: *Appeals from Magistrates Court to Supreme Court – Courts Act (Appeal) Rules*

Heard: Written Submissions

Delivered: 12th February 2025

ORDER

The appeal is deemed withdrawn.

JUDGMENT

MADELEINE, J

- [1] This is an appeal from the decision of the Magistrates Court per Burian, Mgr (as she then was) dated 22nd November 2021 in *CS 112/2019 Mazu Construction (Pty) Ltd v. Mauritius Union Assurance Limited* awarding Mazu Construction (Pty) Ltd, the Respondent herein, damages in the sum of SR223,857/- together with interest and costs.

- [2] The Appeal has been filed out of time with leave of the Supreme Court granted on 6th July 2022.
- [3] The Notice of Appeal was filed on 22nd September 2022 and the memorandum of appeal, which the Appellant termed the ‘Grounds of Appeal’, were filed on 26th October 2022.
- [4] The Memorandum of Appeal states as follows –

“GROUNDS OF APPEAL”

- 1. Learned Magistrate Burian erred in fact by finding that a plain reading of the contract did not indicate the clear intention of the parties.*
- 2. Learned Magistrate Burian erred in fact by interpreting “Principal” to mean the Respondent, when a clear reading of the entire Certificate of Insurance and Insurance Covers indicate that “Principal” is a separate entity from “the Insured” or the “Contractor”*
- 3. Learned Magistrate Burian erred in fact by finding that the Respondent’s claim was an insured peril covered by the policy of insurance.*

Dated this 25th day of 10 2022”

- [5] The parties filed written submissions on the Appeal and the matter was reserved for Judgment on 11th and 30th May 2023 before Adeline, J.
- [6] On allocation of the Appeal to this Court, the Appellant filed notice of motion and Affidavit in *MA243/2023 Mauritius Union Assurance Limited v. Mazu Construction (Pty) Ltd* (“MA243/2023”) to amend the memorandum of appeal to insert the following prayer that had been omitted by oversight –

“WHEREFORE, it is humbly prayed that this Honourable Court be pleased to allow the Appeal and quash the decision of the Learned Magistrate Burian in CS112 of 2019”

- [7] In dismissing the application for Amendment in MA243/2023, this Court held that –

“[22] In absence of a valid memorandum of appeal that is also deemed withdrawn by operation of rule 14 (as read with rule 5) of the Courts Act (Appeal Rules), the issue amendment does not arise”.

[23] Based on my finding above, the merits of the application also do not arise for determination”.

[8] Having determined in *MA243/2023* that the memorandum of appeal is fundamentally defective and deemed withdrawn by operation of rule 14 (as read with rule 5) of the Courts Act (Appeal Rules), this Court has no jurisdiction to hear this appeal.

[9] The Appeal stands withdrawn.

Signed, dated and delivered at Ile du Port on 12th February 2025


Madeleine, J

