

SUPREME COURT OF SEYCHELLES

Reportable

MA 27/2025

(Arising in MC 23/2023)

In the matter between:

JANE HUNT

(rep. by Wilby Lucas)

Petitioner/Applicant

and

CHRISTOPHER DENOUSSE

(rep. by Alexia Amesbury)

Respondent

Neutral Citation: *Hunt v Denousse* (MA 27/2025) [2025] SCSC (22 July 2025).

Before: Burhan J

Summary: Application for an order of eviction for unlawful occupation. Co-executor's authority to do so.

Heard: Written submissions

Delivered: 22 July 2025

ORDER

The relief as prayed for by the Applicant namely that Respondent be evicted from the said premises on parcel V4510 is granted together with costs.

RULING

BURHAN J

- [1] The Applicant, Jane Hunt, by an application and affidavit dated 4 February 2025 moved this Court for an order for the eviction of the Respondent, Christopher Denousse, who is in occupation of a two-bedroom house situated at Sans Souci, Mahe on parcel V4510. It is

stated in the application that the occupation is unlawful and without the authorisation of the Applicant who is a co-executor of the Estate of Marie Celine Hunt.

- [2] It is further averred that the two-bedroom house and parcel V4510 which the Respondent currently occupies is a licitation property which has been handed over to an estate agent for sale. It is averred by the Applicant in her affidavit that the Respondent's unlawful occupation makes it difficult for the estate agent to access the property. The Supreme Court in its proceeding of 15 May 2024 ordered that the property must be given vacant possession into the hands of the estate agent. It appears to this Court this order was never challenged by either co-executor.
- [3] The Applicant further avers in her affidavit dated 4 February 2025 that she was appointed as a joint executor, together with her brother Anthony Hunt, to the estate of Marie Celine Hunt. On the 7 July, 2020 a judgment by consent (JBC) was entered, in which it was agreed that the executors would administer the affairs of the estate in compliance with all terms and conditions stipulated in the judgment by consent and to act jointly, diligently and prudently in the best interest of the estate and for the benefit of the heirs.
- [4] The Applicant states that in terms of paragraph 7 (h) of the JBC, she initiated proceeding for sale by licitation of two immovable properties: V4510 with a two bedroom house thereon and V4603, known as Mountain Rise Hotel. She further avers that Mr Anthony Hunt the co-executor declined to participate in the proceedings for licitation but instead filed objections, which the court dismissed as frivolous and vexatious.
- [5] It is further averred that the sale by licitation was concluded on the 15 May 2024. The Court approved an estate agent to be contracted to sell the two properties at the request of the Applicant. The court further directed that the two properties must be vacated and vacant possession must be given into the hands of the estate agent. A copy of the said proceedings is attached and marked as Exhibit A.
- [6] She further avers that as a co-executor she has never authorised the Respondent to occupy the two bedroom house on V4510.

- [7] She further avers that she retained ARIVA REAL ESTATE represented by Mr. Vivian Rassool for the marketing and sale of the two properties. As per a letter dated 11 August 2024, Mr. Rassool reported that he could not access the house on parcel V4510 as it was locked up. A copy of the letter is attached and marked as Exhibit B. The Applicant further states that she has complained at several sittings of the court that the estate agent be given free access to the house on parcel V4510, however, the outcome remained the same and the Respondent is still occupying the house and obstructs the process of the sale. It is therefore necessary for the court to issue an eviction order for the Respondent to vacate the house on parcel V4510 with immediate effect.
- [8] It appears that despite the directive given by the court, the estate agent has been denied access to the house by the Respondent as apparent by the letter of Mr. Rassool dated 11 August 2024, he was unable to gain entry because the house was locked (Exhibit "B").
- [9] In her affidavit sworn on 4 February 2025, Ms. Jane Hunt affirms that the Respondent was never authorized by her, in her capacity as co-executor, to occupy the property. She asserts that the Respondent's continued occupation is obstructing the court-mandated sale process and argues that an eviction order is urgently required to grant the estate agent full access and to safeguard the interests of the estate and its heirs. She concludes: *"It is therefore necessary for the court to issue an eviction order for the Respondent to vacate the house on parcel V4510 with immediate effect."*
- [10] The application is supported by two key exhibits. Exhibit A is a copy of the court proceedings dated 15 May 2024, in which the court ordered that the property be vacated to allow access for the estate agent. Exhibit B is a letter from the estate agent, dated 11 August 2024, stating that he was denied access to the house because it was locked.
- [11] The Applicant seeks the court's immediate intervention to enforce compliance with its prior order and to safeguard the lawful administration of the estate by issuing an eviction order for the Respondent to vacate the house on parcel V4510 with immediate effect.
- [12] The Respondent, Christopher Denousse, challenges the admissibility of the eviction application on both legal and factual grounds: he states in his undated affidavit that Jane

Hunt, is a *co-executor* of the estate of the late Marie-Celine Hunt and not the owner of the property. She does not have the *express or implied authority* to seek an eviction order unilaterally. Acting alone without the consent or involvement of the other co-executor, Anthony Hunt, contravenes the terms of the judgment by consent under which both executors are required to act jointly.

- [13] The Respondent further contends that the Supreme Court lacks jurisdiction to entertain the eviction request. Under Section 9 of the Control of Rent and Tenancy Agreement Act, only the Rent Board can order an ejectment of an occupant—regardless of whether the Respondent is formally a tenant or not. The Respondent cites *Hadee v Moutia* (1978) SLR 189 and *Marquise David v. Swain Mortimer* (judgment by Twomey JA., 26 March 2018) to support this jurisdictional challenge.
- [14] The Respondent contests the Applicant’s claim that the property has been “*handed over to an estate agent*” for sale by licitation. He argues this was never communicated to the other co-executor, Anthony Hunt, making the claim misleading. At the same time, the Respondent acknowledges the existence of the judgment by consent, specifically its requirement that the two executors act jointly, diligently, and prudently in managing the estate for the benefit of the heirs. He claims, however, that the Applicant Jane Hunt has consistently acted unilaterally and in violation of the terms of the JBC. He further alleges that neither his mother nor co-executor Mr. Anthony Hunt have received their rightful share from the estate.
- [15] On these grounds the Respondent moves that the application be dismissed. The Respondent requests the Supreme Court to:
- i. Dismiss the Application with costs.
 - ii. Uphold the terms of the Judgment by Consent requiring joint action by executors.
 - iii. Recognize the lack of jurisdiction of the Supreme Court over tenancy-related ejectments where the Rent Board has exclusive authority.

Analysis and Findings

- [16] This application brought by the Applicant, Jane Hunt, in her capacity as co-executor of the estate of the late Marie-Celine Hunt, seeks the eviction of the Respondent, Mr. Christopher Denousse, from a residential property situated on Parcel V4510, Sans Souci, Mahé. On the facts before the Court it is clear that the Respondent, is the Applicant's nephew, and presently resides at the said property alongside his mother, Ms. Doreen Hunt, a lawful heir of the estate.
- [17] At the very outset this Court observes that the Jurat of the affidavit filed by the Respondent has not been dated. This in itself would result in the said affidavit and its contents therein being disregarded and dismissed.
- [18] Be that as it may, Christopher Denousse, the Respondent, confirms that he intends to remain in occupation until the property is sold, arguing that vacating the premises would leave the house vulnerable to vandalism and a potential loss of value. In support of this claim, he references photographs submitted by the Applicant in MA 26 of 2025, marked as Exhibit CD1.
- [19] This Court is of the view that the Respondent's continued occupation is unlawful, obstructs the execution of the estate, and directly contravenes the judgment by consent dated 7 July 2020 in MC 60 of 2019, as well as the clear directions of this Court—most notably the pronouncement of Dodin J on 15 May 2024, that:
- "The property must be handed over with vacant possession. There should not be anybody there."*
- [20] It should be borne in mind that the judgment by consent, signed by all heirs and their legal representatives and delivered in MC 60 of 2019 on 7 July 2020, is now a judgment of this Court and governs the administration and final distribution of the estate. It mandates the sale of estate properties and outlines the responsibilities of the co-executors.
- [21] This Court observes that paragraph 7(h) of the JBC states:

"The joint executors will sell the remaining two immovable properties—V4510, currently occupied by Doreen Hunt, and V4603, known as Mountain Rise Hotel—

within eighteen months of the date hereof, failing which the properties will be sold by licitation. Each heir will be paid the balance of their share as per paragraph (e) above, minus the valuation of the immovable properties acquired."

[22] Paragraph 7(i) of the JBC further provides:

"Notice to any tenants currently in residence will be given within thirty (30) days of the date hereto, unless a caretaker is engaged by mutual agreement."

[23] Despite the clarity of these provisions, no sale occurred within the prescribed time frame and no caretaker was mutually appointed. The continued occupation by the Respondent and his mother is in clear breach of the JBC and has materially frustrated the execution of the licitation process.

[24] The Respondent next asserts a familial connection to the deceased through his mother, Doreen Hunt. However, under Articles 731 to 742 and Article 745 of the Civil Code of Seychelles, heirship by representation arises only where the direct heir has predeceased the deceased. As Doreen Hunt is alive and inherits in her own right, the Respondent has no entitlement to inherit by representation and thus no derivative right to occupy the property. Therefore his claim based on familial connections fails.

[25] The Respondent mentioned in this application is also not a party to the judgment by consent. He holds no tenancy—written, verbal, or implied—and has received no authorisation from either or both co-executors to remain in possession of Parcel V45 10. In terms of how the judgment by consent is couched and the time periods scheduled neither of the executors have the right to grant authorisation for any person to occupy the premises.

[26] In David v Mortier (MC08/2018) [2018] SCSC 8124 (25 March 2018) the Court held that the Respondent was no longer entitled to statutory protection as a tenant and granted the applicant a writ *habere facias possessionem* and ordered the Respondent to quit, leave and vacate the premise. In Volcere & Ors v Esparon & Ors (CA 5 of 2022) [2022] SCSC 699 (5 August 2022) the Court found that the Applicants lacked *locus standi* to challenge the administration of the estate as they were not recognised heirs. These decisions emphasise that individuals occupying property without a valid tenancy or legal standing in relation to the estate cannot assert a lawful right of occupation. The Respondent at present falls within

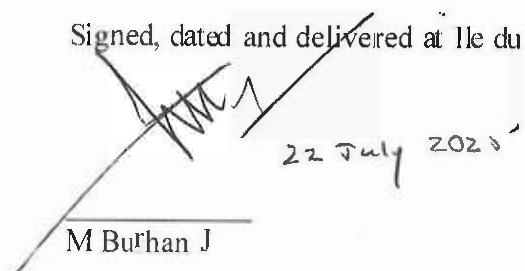
that category. His continued occupation is unauthorised and incompatible with the law and contrary to the estate's administration as set out in the judgment by consent.

- [27] This Court therefore holds that the Respondent's status is that of a trespasser, and that he has no lawful basis to resist an eviction.
- [28] Further with regard to the Presiding Judge Dodin's directive that "*The property must be handed over with vacant possession. There should not be anybody there.*" The said directive was made in order to facilitate the execution of the judgment by consent and the sale by licitation, it was made unequivocally and in furtherance of the licitation process and remains unchallenged on the record. This Court finds that the judicial pronouncement carried sufficient weight and authority to serve as a binding instruction, and that its disregard by the Respondent constitutes wilful defiance of the Court's authority.
- [29] It is also clear to this Court that Mr Anthony Hunt, the co-executor, declined to participate in the proceedings for licitation as ordered by the Court. Instead, he filed objections which the court dismissed as frivolous and vexatious. This conduct clearly indicates to this Court the co-executor's failure and intention not to act jointly, diligently and prudently in the best interest of the estate and the heirs as ordered in the judgment by consent.
- [30] It is evident to this Court that the joint administration envisaged under the JBC has broken down. Despite attempts at resolution, including an application for supervision by the Curator, no collaborative effort between Jane Hunt and Anthony Hunt has materialised. The administration of the estate has effectively stalled. Of particular concern is that Anthony Hunt has condoned, expressly and impliedly, the unlawful occupation of the premises by his sister and nephew. He has taken no steps whatsoever to enforce vacant possession or to comply with the Court's instructions. Further, it appears from the applications made, that the second co-executor Mr Anthony Hunt has left the jurisdiction and has shown no interest in securing vacant possession in accordance with the order of the Court so as to give effect to the judgment by consent.
- [31] Article 1033 of the Civil Code of Seychelles provides that where a co-executor fails to act, the other may act unilaterally to preserve the estate. This Court finds that the criteria under

Article 1033 are clearly satisfied. The Court is satisfied that the Applicant's actions are lawful, necessary, and aimed at fulfilling her duties under the judgment by consent.

- [32] For the aforementioned reasons the relief as prayed for by the Applicant namely that Respondent be evicted from the said premises on parcel V4510 is granted with costs.

Signed, dated and delivered at Ile du Port on 22 July 2025.



M Burhan J