

IN THE SUPREME COURT OF SEYCHELLES

Reportable
[2025]
CM21/2024

In the matter between

DEVELOPMENT BANK OF SEYCHELLES
(*rep. by S. Rajasundaram*)

Plaintiff

and

BENOIT JULUIS
(*unrepresented*)

Respondent

Neutral Citation	<i>Development Bank of Seychelles v Benoit Julius</i> (CM21/2024) [2025] delivered on 28 th April 2025
Before:	Vidot J
Summary	Sale by levy of immovable property subject to a seizure preceded by a “commandment” – Immovable Property (Judicial Sales) Act (Cap 94)
Heard	30 th January 2025
Delivered:	28 th April 2025

ORDER

1. All formalities under the Immoveable Property (Judicial Sales) Act (Cap 94) (“the Act”) having been complied with for the sale by levy of land parcel C3424 with all buildings thereon, namely one apartment, situated at Pointe-Aux-Sels, Mahe, in the district of Anse Royale, Seychelles, and on the date of sale and adjudication, namely 30 January 2025, there being no higher bid than the *mise à prix* as set out in the Memorandum of Charges dated 26th July 2024, in the sum of Seychelles Rupees Four Million Six Hundred and Fifty-Nine Thousand Nine Hundred and thirty Four (SR4,659,934.00), the property was adjudicated to the to the execution creditor, namely Development Bank of Seychelles.
2. The adjudicatee, Development Bank of Seychelles shall comply with the conditions of the Memorandum of Charges as stated in Article 5 thereof and section 44 of the Act as to payment of the amount payable by way of stamp duty and registration and transcription

fees in respect of the Title Deed of the Property by depositing the same in the hands of Counsel having carriage of the case, S. Rajasundaram within twenty days after the adjudication, namely 15th February 2025.

3. The Adjudicatee, Development Bank of Seychelles should have within twenty days after adjudication, namely 15th February 2025, provide proof of the aforesaid payments by producing receipts thereof to this Court whereupon the Court shall proceed to order the registration of land parcel C3424 in the name of the Adjudicatee.

JUDGMENT OF ADJUCATION
OF LAND TITLE C3424 SITUATED AT POINTE-AUX-SELS IN THE DISTRICT OF
ANSE ROYALE, MAHE, SEYCHELLES

VIDOT, J

- [1] A Commandment dated 26th March 2024 was filed in the Registry of the 16 April 2024 requesting the Respondent Benoit Julius to pay the sum SR4,659,934.00 at the address of Attorney-at-Law S. Rajasundaram or the Process Server serving the Commandment forthwith , and notifying the Respondent that in default of such payment within 10 days of the service of the Commandment, the Development Bank of Seychelles would cause Land Parcel C3424, together with building thereon, situate at Pointe-Aux-Sel, in the district of Anse Royale, Seychelles and registered under the Land Registration Act, Cap 107 in the name of the Respondent to be seized and sold by virtue and in execution of 2 Charges, which were both drawn by Attorney-at-Law, Serge Rouillon and registered on 19th August 2016 and 19th July 2019 to secure the payment of SR2,055,000.00 and SR1,287,500.00 respectively, both with 6.33%, and the Execution Debtor agreed to pay to the Execution creditor all expenses, legal costs and charges in the event of default and recovery of debt. The Commandment was served by T. Alcindor Chief Process Server on

Benoit Julius, the execution creditor, on Mahe, Seychelles on 24th April 2024 and the original visaed by the Registrar of the Supreme Court within 48 hours of service.

- [2] Seizure was effected on 08th July 2024, by Tony Alcindor, Process Server, accompanied by Serge Raoudy and Rony Maria, Process Servers, and a **MEMORANDUM OF SEIZURE** to which was annexed written **SPECIAL AUTHORITY** of the execution creditor dated 09th May 204 authorising the process server to effect seizure as notified on Benoit of Anse Baleine, Mahe, Seychelles.
- [3] **MEMORANDUM OF CHARGES** dated 26th July 2024 was deposited at the Registry of the Supreme Court on 07th August 2024. On 08th August 2024, Judge, Gustave Dodin fixed the date for reading of the Memorandum of Charges for the 02nd October 2024 at 10.30 a.m. Notice specifying the date, hour and place appointed for the reading was served on Benoit Julius, execution debtor of Pointe-Aux-Sel, Mahe, Seychelles, calling upon him to examine the **MEMORANDUM OF CHARGES** and to make thereon any observation, as he may think fit and further to be present at the reading of the **MEMORANDUM OF CHARGES**. Reading of the **MEMORANDUM OF CHARGES** took place at the set date and time, namely 02nd October 2024.
- [4] Reading of the **MEMORANDUM OF CHARGES** pursuant to section 29 of the Immovable Property (Judicial Sales) Act, Cap 94 (“the Act”) took place at a public sitting of the Supreme Court held on 02nd October 2024 at 10.30 a.m before me, Melchior Vidot, Judge of the Supreme Court, duly assisted by Court Orderly Stephan Evenor, before whom personally appeared S. Rajasundaram, Attorney having carriage of the sale and the Respondent as follows;

“IN THE SUPREME COURT OF SEYCHELLES, CM 21 of 2024, MEMORANDUM OF CHARGES AND CONDITIONS under and pursuant to which shall take place the **SALE BY LEVY** of the following immovable property hereinafter more fully described. The Sale is prosecuted at the Request of **DEVELOPMENT BANK OF SEYCHELLES** through S. Rajasundaram, Attorney-at Law, of Michel Building, Quincy Street, Victoria, Mahe, electing its legal domicile in the Chambers of the said Attorney-at-Law acting on its own behalf electing legal domicile in the office of

S. Rajasundaram the Attorney-at-Law. **PLAINTIFF** versus **Benoit Julius** of Anse Baleine, Anse Royale, Mahe, Seychelles **DEFENDANT**. IN VIRTUE AND IN EXECUTION OF: 1. By a Deed dated 13th day of June 2016 duly registered on the 19th day of July 2016 in the amount of SR2,055,000.00 {Seychelles Rupees Two Million and Fifty-Five Thousand only} and by a Deed dated 07th day of July 2016 and duly registered on 19th day of July 2016 for the sum of SR1,287,500.00 {Seychelles Rupees One Million Two Hundred and Eighty Seven Thousand Five Hundred only} {both for fourth line} whereby **BENOIT JULIUS** the Defendant mortgaged his interest in Parcel C3424 to secure a loan from the Plaintiff. 2. The said sum of 1. SR2,055,000.00 {Seychelles Rupees Two Million and Fifty-Five Thousand only} and carries interest at the rate of 6.33% and 2. SR1,287,500.00 {Seychelles Rupees One Million Two Hundred and Eighty-Seven Thousand Five Hundred only}. 3. The Plaintiff was irrevocably appointed as Attorney and Agent with Power to sell the Mortgaged Property. 4. Following the Failure of **BENOIT JULIUS** to pay the whole principal sum and interest within the prescribed period of the loan agreement a “Commandment” previous to levy dated 26th March 2024 was duly served on the defendant on 24th April 2024, under the hand of the undersigned Attorney-At-Law S. Rajasundaram for the Plaintiff claiming payment from the Defendant of the sum of Rupees detailed below: (a) The sum of SR4, 644,934.00 {Seychelles Rupees Four Million Six Hundred and Forty-Four Thousand Nine Hundred and Thirty Four only} being the principal sum and interest from 29th March, 2024 accruing. (b) The sum of SR5,000.00 for Notice {Commandment} such cost subject to taxation (c) The sum of SR10,000.00 as fees and disbursement for the sale by levy. (5). A Power to seize the said immovable property signed by the Plaintiff and his Attorney authorising the process server to seize and place under the custody of law the said immovable property with seizure being effected on 04th July 2024. (6). A Memorandum of Seizure of the said immovable Property drawn by process server of the Supreme Court giving the description there of along with the appurtenance and dependencies thereof, certified duly collated by the Registrar of the Supreme Court. 7. A valuation of the said immovable property by the Plaintiff at SR15,000,000.00/-. **DESCRIPTION OF IMMOVABLE PROPERTY: IMMOVABLE PROPERTY** A portion of land known as parcel C3424 situate at Pointe Aux Sel, Mahe, Seychelles. **BUILDING:** One apartment of bricks covered with

corrugated iron sheet measuring approximately 15m x 18m. **MISE A PRIX** The Parcel will be sold upon a Mise a Prix of the sum of Rupees 4,659,934.00 plus interest aforementioned, accrued up to the date of sale. **CONDITION OF SALE. ARTICLE 1.** This sale will take place agreeable to and in conformity with the provision of the Immovable Property (Judicial Sales) Act, Cap. 94. **ARTICLE 2.** The portion of land and building thereon will be sold to the highest bidder and for Cash, The purchaser will be bound to pay all taxes, registration and transcription dues, stamp duty fees, contributions or imports of any kind which might be liveable or might burden the said immovable property from and after the day of purchase. **ARTICLE 3.** The purchaser shall be bound to respect all the encumbrances and servitudes of any kind which might burden the said land. They will have the right to dispute the same as they shall think fit and proper without recourse or guarantee whatsoever against the execution creditor {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 their 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 to share the said purchase price. The purchase price shall bear interest at the rate of 8.5% per annum from and after the date of purchase. The Purchaser may be called upon to pay one fourth of his purchase price at the time of adjudication and before the portion of land is knocked down to him. The portion deposited shall not bear interest. The obligation of deposit shall not be binding on the Plaintiff where he to become the purchaser. **ARTICLE 5.** Over and above the purchase price, the Purchaser shall be bound to pay all the expenses of sale upon bills duly taxed, the full rate of stamp duties as well as the cost of transcription of judgment of adjudication. **ARTICLE 6.** The purchaser shall be bound to execute all and every condition of the cahier de charges upon pain of seeing the property sold against him by way of the Folle Enchere, in case of a resale of the property by Folle Enchere the portion of the purchase price which might have been deposited as well as the costs of sale shall be forfeited. **ARTICLE 7.** Should there be two or more purchasers, they shall be bound jointly and severally execute the present condition of sale. For further particulars apply to the undersigned Attorney-at-

law. Dated at Victoria, Mahe, Seychelles this 26th day of July 2022. S. Rajasundaram, Attorney At Law Michel's Building.

- [5] Following the reading of the MEMORANDUM OF CHARGES on the 19th November 2024, a day prior to the date for the sale and adjudication of the property was fixed, Mr. Jean-Marc Lablache, Attorney-at-Law, acting for and on behalf of the Mauritius Commercial Bank (MCB) filed a Notice of Motion for the postponement of the sale on that grounds that the MCB had lodged an application for registration of a legal charge in its favour. That application for registration of the legal charge was made in consequent to the Notice of Judicial Sale of the said property by the DBS. The MCB was therefore an inscribed creditor. The Plaintiff acquiesced to the stay of the sale. Thereafter, the sale and adjudication was finally fixed for 25 January 2024.
- [6] **SALE BY LEVY OF THE PROPERTY** - At a public auction held on 25th January 2024 at 9.00 am , the date fixed for sale and adjudication of the property, personally appeared before me, Melchior Vidot, Judge of the Supreme Court, assisted by Court Orderly Stephan Evenor, S. Rajasundaram, Attorney-at-Law, having carriage of the sale whilst the Defendant who was present was unrepresented, Mr. S. Rajasundaram declared to me that all the formalities laid down in section 31 and 224 of the Act for the publication of the date of sale of the property has 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 of the Supreme Court has been filed in the Registry of the Supreme Court twenty four hours before the sale in accordance with section 32 of the Act.
- [7] I announced the amount of the taxed costs of sale as per the Bills of Cost of Sale taxed on 18th November 2024 and filed at the Registry of the Supreme Court in the amount of Seychelles Rupees Twelve Thousand Six Hundred and Forty Six and Twelve (SR12,646.00) **AND BEYOND THE AMOUNT TAXED, NO FURTHER SUM SHALL BE CLAIMABLE OR ALLOWED IN RESPECT OF SUCH COSTS.** Upon seeing proof fulfilment of formalities laid down in the Act for publication of the sale of the property and confirming that no application had been made by the execution debtor or

any inscribed creditor for the **MEMORANDUM OF CHARGES** to be rectified and amended in any respect, I announced and confirmed that the sale and final adjudication of the property would be held on this day and place and hour at the instance of the Plaintiff, whereupon bidding was opened for the sale of the property at a reserved price of SR4,659,934.00, and there being no bid at the reserved price, bidding was set at the **MISE A PRIX** in the sum of Seychelles Rupees Four Million Five Hundred Thousand (SR4,659,934.00). There being no higher bid than the **MISE A PRIX**, I adjudicated the property to the Plaintiff.

- [8] The Plaintiff/ Adjudicatee is hereby 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 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 Mr. S. Rajasundaram, counsel for the Plaintiff/Adjudicatee within twenty days after the adjudication namely 15th February 2022.

Signed, dated and delivered at Ile du Port on 28 April 2025.



M Vidot J