SUPREME COURT OF SEYCHELLES

Reportable
MC 15/2025

In the matter between:

PRR PROPRIETARY (PTY) LIMITED **Petitioner**

(rep. by Guy Ferley)

and

WILLIAM CADEAU **Respondent**
(rep. in person)

Neutral Citation:	*PRR Proprietary (Pty) Ltd v William Cadeau* (MC15/2025) (23 September 2026)
Before:	Burhan J
Summary:	Petition under sections 251 of the Seychelles Code of Civil Procedure for summons to show cause following an unsatisfied judgment. Plea in *limine litis*-raising objections concerning the following; form of proceedings, summons to show cause service and affidavit defective, that section 2 of Imprisonment of Debt Act and Article 18(15) of Constitution make imprisonment in a civil debt illegal, discrepancy in corporate name, procedure amounts to harassment and intimidation of Respondent.
Heard:	Written submissions
Delivered:	23 September 2026

ORDER

This Court makes order that the Respondent's objections in the plea in *limine litis* be dismissed. This Court makes further order that prior to the show cause inquiry referred to in [23] herein; the Petitioner must resolve the corporate-name discrepancy and establish the deponent's current corporate capacity. The Petition remains pending for examination under section 252 and subsequent determination under section 253 of the SCCP, until the Petitioner resolves the said issues mentioned herein [28] .

RULING

BURHAN J

[1] The principal relief sought by the Petitioner in the petition filed on 10 March 2025 is that the Respondent, William Cadeau, be summoned to appear before this Court and show cause, as to why he should not be committed to civil imprisonment, for failing to comply with a judgment of the Rent Board. The Petitioner also seeks costs.

[2] The Petitioner filed this petition under section 251 of the Seychelles Code of Civil Procedure (SCCP). When one considers the background facts set out in the petition, it is clear that the Rent Board entered judgment against the Respondent on 8 July 2022, in a sum of SR120,000.00 as rental due for the premises occupied by the Respondent. In addition, it ordered that the Respondent pay a sum of SR 10,000.00 a month until he vacated. The Respondent vacated the premises only in December 2022. The Petitioner therefore claims a total sum of SCR 170,000.00 as the total outstanding judgment debt.

[3] The Petitioner further avers that the Respondent appealed against the said order but his appeal before the Supreme Court was dismissed and the subsequent appeal to the Court of Appeal was withdrawn and at present, there exists no appeal pending. The Respondent has however neglected and failed to make any payment in settlement or satisfaction of the judgment debt.

[4] The Petition is supported by an affidavit sworn by Ms. Dheepalatha Chetty on 26 September 2024 as director of the Petitioner Company. The aforementioned facts are supported by her affidavit under oath. A copy of the Rent Board Ruling dated 8 July 2022 and Proceedings of the Seychelles Court of Appeal dated 9 July 2024 have been attached as Exhibit 1 and Exhibit A2 as per the affidavit.

[5] In reply the Respondent filed a plea in *limine litis* dated 23 June 2025 raising the following objections in that;

(a) no summons to show cause had been issued or served;

(b) the supporting affidavit was defective because Ms. Dheepalatha Chetty had not proved her authority or status as a director;

(c) the petition was barred by the Imprisonment for Debt Act;

(d) the petition violated the Respondent's constitutional rights;

(e) the petition was frivolous, vexatious, harassing and an abuse of process; and

(f) that the Petitioner lacked standing because the Rent Board judgment was in favour of PRR Property Development (Pty) Limited, whereas the Petition was captioned in the name PRR Property (Pty) Limited.

[6] The Respondent prayed that the petition therefore be declared fatally defective, dismissed, and that costs be awarded against the Petitioner on an indemnity basis.

[7] The Petitioner filed written submissions dated 19 January 2026, submitting that the Court should proceed to examine the Respondent as to his means and should not reopen the merits of the Rent Board proceedings. It relied principally upon section 251 of the SCCP and the Court of Appeal decision in *Chow & Anor v Heirs Josslin Bossy* (SCA 11 of 2014) [2016] SCCA (12 August 2016).The Petitioner further submitted that it has an unsatisfied judgment against the Respondent and invites the Court to conduct an examination of the Respondent.

[8] The Respondent filed written submissions dated 18 May 2026. The Respondent's written submissions repeated the preliminary objections concerning the company's identity, Ms. Chetty's status and authority, the alleged absence of a proper summons, the contractual nature of the debt and the constitutional prohibition against imprisonment for inability to fulfil a contractual obligation. The Respondent relied upon the case of *Development Bank of Seychelles v Morel (MA 173 of 2016) (Arising in CS 4 of 1999)) [2016] SCSC 473 (6 July 2016).* He moved that Court declare that the Petitioner has failed to disclose a case to answer and dismiss the petition with costs and grant such further relief as the Court deems just and equitable.

[9] On perusal of the pleadings filed and documents attached by both parties, it is clear the following issues have to be determined by this Court based on the preliminary objections raised;

(a) whether the petition was properly commenced and the Respondent properly summoned;

(b) whether the difference between the company names deprives the Petitioner of standing;

(c) whether Ms. Chetty's affidavit is inadmissible or insufficient for want of proven authority;

(d) whether the incorrect references to RB 18/2021 invalidate the proceedings;

(e) whether the Imprisonment for Debt Act and Article 18(15) categorically bar the petition because the judgment concerns rent;

(f) whether the petition is frivolous, vexatious or an abuse of process;

(g) whether the evidence presently establishes a ground under section 253; and

(h) what order should follow.

[10] It is necessary to distinguish between the preliminary issues that can be determined on the present documents and the substantive question whether the Respondent has shown cause against civil imprisonment for failure to pay the judgment debt. This Court will proceed to deal first with the preliminary issues raised.

[11] The first question concerns the commencement of the proceedings. Section 251 of the Seychelles Code of Civil Procedure provides:

"A judgment creditor may at any time, whether any other form of execution has been issued or not, apply to the court by petition, supported by an affidavit of the facts, for the arrest and imprisonment of his judgment debtor and the judge shall thereupon order a summons to be issued by the Registrar, calling upon the judgment debtor to appear in court and show cause why he should not be committed to civil imprisonment in default of satisfaction of the judgment or order." [Own emphasis added]

[12] It is clear that section 251 requires a petition supported by an affidavit of facts. The documents before the Court include a document expressly titled *"Petition under section 251 of the Seychelles Code of Civil Procedure"* and an accompanying affidavit sworn by Ms. Dheepalatha Chetty.

[13] This Court is satisfied that the Petitioner has invoked the correct procedure as set out in section 251 of the SCCP which refers to the filing of petition and affidavit for applications calling upon a judgment debtor to show cause as to why he should not be committed to civil imprisonment in default of satisfaction of the judgment or order.

[14] Further, perusal of the record indicates that summons was served on the Respondent with a copy of the petition attached. This is affirmed by the fact that the Respondent was present in open Court, on the date mentioned in the summons i.e. 26 March 2025. He acknowledged receipt of the petition and was given time to obtain legal advice and reply. Further, the Respondent cannot state he was unaware of what the application was, as he admitted he had received a copy of the petition in open Court. Therefore, the Respondents contention that no summons was issued or served on him is unacceptable.

[15] The following case law demonstrate that compliance with the prescribed form is important. In *Mondon v Mondon (MA 181 of 2020 (Arising in DC 38 of 2017)) [2021] SCSC 296 (9 June 2021),* the Supreme Court held that there is *"no ambiguity"* that proceedings under section 251 must be brought by petition supported by an affidavit of facts. In *Lafortune v Majid, (MA 225 of 2021 (Arising in CS 66 of 2016)) [2022] SCSC 119 (14 February 2022)* the application was dismissed because no affidavit of facts supported it. In this instant case there is a petition and an affidavit sworn in support. The summons was issued and correctly served. This Court is therefore satisfied that the petition was properly initiated for purposes of section 251. The objections concerning form, issue of summons and service are dismissed.

[16] This Court is further satisfied that the total amount claimed SR 170,000 is in accordance with the judgment given which include SCR 120,000 as at 8 July 2022 plus the five months' rent at SR 10,000.00 a month, for occupation of the premises between the date mentioned in judgment (8 July 2022) and vacation of premises in December 2022 which date is not

contested. A copy of the Ruling of the Rent Board of Seychelles has been attached to the application affirming all these details which suffices to prove the amount owing.

[17] Further, as set out in the case of *Chow v Bossy*, it is not for this Court to once again go into the merits of the case at this stage but it has to now only consider whether to impose a term of civil imprisonment for failure of the Respondent to satisfy the judgment debt. The Respondent will have the opportunity, to show cause at an inquiry to be held by Court that he genuinely has no means and is not deliberately attempting to avoid or frustrate the payment of the judgment debt.

[18] Another issue raised by the Respondent is that the Petitioner lacked standing because the Rent Board judgment was in favour of PRR Property Development (Pty) Limited, whereas the Petition was captioned in the name PRR Property (Pty) Limited. With regards to the name of the Petitioner in this application being incorrect, the Respondent contends that a person who is not the judgment creditor cannot use section 251 to enforce another person's judgment. The identity of the creditor is therefore material. The Petitioner however is granted time to verify the slight discrepancy referred to by the Respondent and rectify the error if necessary, as it is the view of this Court that such error is not fatal to the said application and can be remedied.

[19] The other material objection taken by the Respondent is that Ms. Dheepalatha Chetty does not appear among the directors or secretary named in the returns he has filed. The Respondent therefore submits that she was not authorised to swear the affidavit or act for the company. This Court observes that the company returns relied on by the Respondent are from old records. The dates appearing on it relate to 1998 and 1999. It is not the current company extract and does not conclusively establish who the directors of the company were on 26 September 2024, when the affidavit was sworn. However, in order to ensure that the affidavit can be accepted learned Counsel for the Petitioner will have to provide proof that Ms. Dheepalatha Chetty has been registered as a director of the said company by the next date. At this stage, Court therefore declines to strike out the affidavit on the basis that the deponent to the affidavit does not have the capacity to sign same. The Petitioner shall, however, produce a current certified company extract or other proper

evidence establishing Ms. Chetty's capacity and authority at the material time she signed the affidavit.

[20] The Respondent next contends that imprisonment is unavailable because the judgment arose from a tenancy and therefore from a contractual obligation. He relies principally upon section 2 of the Imprisonment for Debt Act and Article 18(15) of the Constitution and the case of *Development Bank of Seychelles v Morel.* The Respondent submits that no exception under section 5 of the Imprisonment for Debt Act has been pleaded or proved. He points out that the Rent Board judgment did not award damages for fraud and did not determine that he had concealed, transferred or removed property. Article 18(15) of the Constitution provides that a person shall not be imprisoned merely because of inability to fulfil a contractual obligation. Section 2 of the Imprisonment for Debt Act abolishes imprisonment for debt in civil and commercial matters except in the cases provided by the Act. Section 5 identifies circumstances associated with fraud, bad faith, fraudulent possession and the failure by certain lessees to restore entrusted property.

[21] The law as it stands in respect of civil imprisonment, section 252 of the SCCP provides that the judgment debtor shall be examined on oath concerning his means and that witnesses may be heard on behalf of both parties. Section 253 permits civil imprisonment where the debtor fails to appear, refuses the required disclosures or where the Court is satisfied that the debtor:

(a) has transferred, concealed or removed a part of his property, or acted in bad faith concerning property, to delay enforcement;

(b) gave an undue or unreasonable preference to another creditor; or

(c) refused or neglected to satisfy the judgment when he has, or has had, the means to satisfy it.

[22] The Court of Appeal in *Chow v Bossy* expressly considered *Development Bank of Seychelles v Morel.* It identified the rationale of *Morel* as the inability of the debtor to pay the substantial loan judgment [own emphasis added]. The Court of Appeal held that Article 18(15) protects the genuinely impecunious debtor, not a person who has means but deliberately frustrates a judgment. It stated *"Article 18(15) is not a Charter for all manner*

of debtors but a protection for the genuinely impecunious debtor." The Court added that the constitutional provision is concerned with *"inability."* It does not protect conduct amounting to *"a subtle device to flout a court order."* The Court further stated:

"A judgment debt is an order of the Court which is meant to be obeyed. It may not be frustrated by design of the person against whom the order is pronounced but may only collapse by the genuine impecunious condition of the judgment debtor."

[23] The Court of Appeal set out the process to be followed. Once the Summons After Unsatisfied Judgment procedure is engaged, the debtor must submit to an examination of means and integrity. If the debtor has means, the Court may order payment immediately or on reasonable terms. If inability is genuine, no imprisonment may be ordered (show cause inquiry).

[24] The Court of Appeal decision Chow v Bossy expressly considered the *Morel* case and provided the controlling framework. It does not render the Imprisonment for Debt Act irrelevant. It explains that the decisive distinction is between inability and culpable frustration and subtle attempts to flout a court order. This issue has to be decided at the show cause inquiry, it is too premature at this stage to make a finding as to whether the Respondent should be imprisoned or not.

[25] In regard to the incorrect reference to the Rent Board, case in the application RB 18/2021. This Court observes some documents (petition) in the record describe the originating Rent Board case as RB 18/2022. The certified Rent Board ruling identifies it as RB 18/2021. The Petitioner's submissions in MC 15/2025 also identify the originating matter as RB 18/2021. When one considers the parties, the judgment date, the amount awarded, the property and the certified ruling, there is no reasonable doubt as to the judgment sought to be enforced. However it is the duty of learned Counsel for the Petitioner to correct this error in future proceedings but this error does not invalidate the petition.

[26] The Respondent finally alleges that the Petition is intended to harass and intimidate him, which constitutes an abuse of the Court's coercive jurisdiction. At present, there is no evidential basis in the documents before this Court in support of this allegation. The

Petitioner holds an unsatisfied Rent Board judgment and has invoked a procedure expressly contained in the SCCP. This cannot be said to be malicious or frivolous conduct. Further the fact that the procedure by law carries serious consequences does not make its use a harassment or an intimidation on the Respondent. This objection has no factual or legal basis and is dismissed.

[27] This Court is further satisfied that *Development Bank of Seychelles v Morel* does not require the automatic dismissal of every section 251 petition arising from a contractual judgment. That decision must be read with the later Court of Appeal decision in *Chow v Bossy*. The law protects the genuinely impecunious debtor. It does not protect deliberate concealment, evasion, refusal to disclose or refusal to pay where means exist. This question must be determined by the procedure prescribed by law namely an examination on oath under section 252 followed by findings, if supported by the evidence, under section 253.

[28] Having considered all the aforementioned facts and for the reasons given herein, the Respondent's objections in the plea in *limine litis* stand dismissed. This Court makes order that prior to the show cause inquiry referred to in [23] herein; the Petitioner must resolve the corporate-name discrepancy and establish the deponent's current corporate capacity. The Petition remains pending for examination under section 252 and subsequent determination under section 253 of the SCCP until the Petitioner resolves the said issues mentioned herein [28].

Signed, dated and delivered at Ile du Port on 23 September 2026

23-09-2026

M Burhan J