SUPREME COURT OF SEYCHELLES

Reportable
CS 94/2025

In the matter between:

ERKAN YILER **Plaintiff**
Electing his legal domicile in
The chamber of Frank Ally,
Attorney-at-Law, Fairview House
Josephine Cafrine Road
Perseverance
Mahe
(represented by Vanessa Gill)

and

NADINE TAZHITI JULIETTE ANDRE **Defendant**
Of
Sans Soucis
Mahe
Seychelles
(represented by Joshua Revera)

Neutral Citation: *Erkan Yiler vs Nadine Andre* (CS 94/2025) (16 October 2026)
Before: Adeline J
Summary: Plaint – Cause of action in contract law – Alleged breach of contractual agreement – claiming financial relief and accumulated interest – judgment by consent made judgment of the court.
Heard: 16th October 2026
Delivered: 16th October 2026

JUDGMENT BY CONSENT

(By Virtue of Section 131 of the Seychelles Code of Civil Procedure)

Adeline, J

[1] By way of a plaint dated 20th October 2025, filed into court on the 17th November 2025, the Plaintiff, one Erkan Yiler, commenced a civil action against the Defendant, one Nadine Tazhiri Juliette Andre, alleging breach of a contractual agreement to pay a Debt.

[2] The Plaintiff prays for judgment to be given in her favour against the Defendant in the total sum of Seychelles Rupees Eight Hundred Thousand (SCR 800,000.00) plus interest thereon at the rate of 12% per annum as from the 19th August 2025 until the Debt is fully paid, with cost of this action.

[3] On the 26 January 2026, through counsel, the Defendant filed into court a statement of Defence in which he raises four *pleas in limine litis* as well as defending the claim on its merits.

[4] Before this court today, are the parties to this plaint as well as their respective legal representative. By a joint motion made *viva voce*, they inform the court that, they have reached an out of court negotiable settlement of the plaint, the terms of which are in a Judgment by consent which they wish to file into court pursuant to Section 131 of the Seychelles Code of Civil Procedure, and wish that the same be entered as a judgment of the court.

[5] The parties confirm that, they have signified their agreement to the terms of the settlement in the judgment by consent by having affixed their signature unto the same, as have their respective legal representative who jointly move the court to accordingly enter the same as the court's judgment.

[6] The Judgment by Consent dated 16th October 2026 as per the annexure to the court's judgment is therefore endorsed and filed on the court's record as the judgment of the court.

Signed, dated and delivered at Ile du Port 16th October 2026.

Adeline J

SUPREME COURT SEYCHELLES Court Judge

IN THE SUPREME COURT OF SEYCHELLES

In the matter between:

Erkan YILER — *Plaintiff*

and

Nadine Tazhiri Juliette ANDRE — *Defendant*

Civil Side No. 94/25

JUDGMENT BY CONSENT

The Plaintiff, **Erkan YILER**, and the Defendant, **Nadine Tazhiri Juliette ANDRE**, agree that, under a written agreement between them, dated 18th February 2025, the Defendant acknowledges that she owes the Plaintiff the sum of SCR 800,000.00/-

UPON the Defendant acknowledging that she owes the Plaintiff the principal sum of SCR 800,000.00/- :

By consent, the Parties agree as follows:

1. Judgment is entered in favour of the Plaintiff against the Defendant for the principal sum of SCR 800,000.00/- only.

2. The Plaintiff abandons and will not pursue his claim for interest at 12% per annum from 19th August 2025.

3. The Plaintiff agrees to withdraw any security or representation relating to the Defendant's car hire business, Krystal Car Hire.

4. The Defendant shall pay the Plaintiff SCR 800,000.00/- within 6 months of the date of this Judgment being executed.

5. This Judgment constitutes a full and final settlement of all claims and issues arising in Civil Side No. 94/25.

6. The Defendant withdraws her Statement of Defence and Plea in Liminie raised.

7. If payment is not made by the due date, the entire outstanding balance or any part thereof shall become immediately due and payable with interest of 12% per annum from the 6-month period. The Plaintiff may then enforce this Judgment to recover the

balance owed without further notice to the Defendant.

8. The Defendant also waives and abandons any claims or future claims against the Plaintiff that may arise out of the transaction in Civil Side No. 94/25

9. Each party shall bear their own costs.

10. Accordingly, no order is made as to costs.

Dated this 16th day of OCTOBER 2026.

CONSENT OF THE PARTIES

We, the undersigned, consent to judgment being entered on the terms set out above.

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Mr. Erkan YILER
Plaintiff

.....

Ms. Nadine Tazhiri Juliette ANDRE
Defendant

.....

Ms. Vanessa GILL

ATTORNEY FOR THE PLAINTIFF

.....

Mr. Joshua REVERRA

ATTORNEY FOR THE DEFENDANT