SUPREME COURT OF SEYCHELLES

Reportable
[2025]
MA271/2025
(Arising in CS 124/2022)

In the matter between:

CHRISTOPHER MANCHAM
formerly GILL **Applicant**
(rep. by Shireen Perreau)
and

LEONARD FRANCIS GILL **Respondent**
(rep. by Ketlynn Thelemaque)

Neutral Citation:	*Mancham v Gill* (MA271/2025) [2026] (17 July 2026)
Before:	Carolus J
Summary:	Setting Aside/Varying/Clarifying Interlocutory Injunction
Heard:	Dealt with by way of written submissions
Delivered:	17 July 2026

ORDER

CAROLUS J

Background

[1] The present application MA271/2025 is for setting aside or alternatively varying or clarifying an interlocutory injunction granted by this Court on 30th September 2025 in MA193/2025 arising in CS124/2022. The injunction was sought by Leonard Francis Gill (applicant in the injunction application MA193/2025 and respondent in the present application MA271/2025) against Christopher Mancham formerly Gill (respondent in the injunction application MA193/2025 and applicant in the present application MA271/2025). The injunction restrained the respondent Christopher Gill from entering into or executing any further dealings in relation to Parcel PR1402 and from signing or registering any instrument that would affect the use and/or ownership of Parcel PR1402, pending final determination of CS 124/2022 or until further order of the Court.

[2] The plot of land PR1402 subject matter of the injunction is also the subject matter of CS124/2022. The applicant in the injunction application MA193/2025 and respondent in the present application MA271/2025, Leonard Francis Gill, is the plaintiff CS124/2022 while Christopher Mancham formerly Gill, the respondent in the injunction application MA193/2025 and applicant in the present application MA271/2025 is the defendant therein.

[3] CS124/2022 from which both the injunction application and the present application arises, concerns the sale by the plaintiff to the defendant of ½ shares in parcels PR6824, PR1402 (excluding the development thereon) and PR6441, at a price which is purportedly less than half the value of the properties. The remedy sought by the plaintiff in that case is rescission of the sale on the grounds of *lesion.* More particularly he prays for *"a judgment [...] [R]escinding the sale and transfer of the Properties and ordering the restoration of the plaintiff in ownership and possession of the Properties by virtue of judgment in this suit or by ordering the defendant to transfer the Properties back to the plaintiff."*

[4] In terms of its order of 30th September 2025 granting the injunction application, the respondent Christopher Gill was prevented, pending final determination of CS 124/2022 or until further order of the Court, from –

(a) Entering into or executing any further dealings in relation to Parcel PR1402.
(b) Signing or registering any instrument that will affect the use and or ownership of Parcel PR1402.

[5] The injunction was founded on the applicant in the injunction application, Leonard Gill's, allegation that the respondent in the injunction application, Christopher Mancham formerly Gill, was making arrangements to sell and transfer his purported half share in PR1402 with the intention of defeating the applicant's claim in CS 124/2022. The Court was satisfied at that stage that there was urgency, that there was a serious question to be tried, that damages would not be an adequate remedy and that the balance of convenience favoured preserving the property pending determination of the main suit.

TheApplicant's Motion and Affidavit Evidence (MA271/2025)

[6] In terms of the present application, made by way of Notice of Motion, the applicant Christopher Mancham formerly Gill seeks three principal orders. Firstly, that the matter be heard as one of urgency. Secondly, that the *ex-parte* injunction granted in MA 193/2025 arising in CS 124/2022 be set aside in its entirety. Thirdly, in the alternative, that the Court vary or clarify that the applicant is not barred from managing and operating the hotel, nor from executing documents and instruments reasonably required for the lawful use, administration and day to day running of the hotel business.

[7] The grounds relied upon by the applicant are that the ex-parte injunction was filed without supporting evidence substantiating the allegations relied upon, that the respondent did not approach the Court with clean hands and that any restriction on the use of the property or on the execution of instruments connected with its lawful use hinders the operation of the hotel business and affects both parties' interests.

[8] In his supporting affidavit, the applicant avers that the respondent relied upon false allegations that he was seeking buyers for the property through an estate agent named Ms Lydvine Passon, who is unknown to him. Further, that the respondent did not attach any supporting documentation or affidavit from the alleged estate agent to substantiate the allegation of an intended sale.

[9] The applicant avers that the respondent failed to disclose material facts to the Court at the ex parte stage. He refers to an existing Barclays Bank mortgage facility over PR1402, which he states he has been servicing through monthly payments made via Hotel Le Vasseur. He avers that any transfer of PR1402 would require the involvement or approval of the bank. On this basis, he contends that the alleged risk of imminent disposal was speculative and that there was no real need for the injunction.

[10] The applicant further alleges that the respondent did not come to Court with clean hands. He states that the respondent registered in Seychelles a General Power of Attorney dated 3rd April 2003 which, according to the applicant, had been executed for use exclusively in Guam, USA. He avers that the respondent used that Power of Attorney fraudulently and

beyond its original scope. He also refers to alleged fraudulent deeds and to police investigations, which he states concern the respondent's conduct.

[11] The applicant avers that the injunction restrains him from managing and operating Hotel Le Vasseur and from executing instruments necessary for the lawful use or administration of the property. He states that he does not intend to sell PR1402 and that the respondent is using the injunction to interfere with the hotel business and place him in a difficult financial position.

The Respondent's Affidavit in Response

[12] The respondent opposes the application. In his affidavit in response, he denies that the continuation of the injunction negatively affects the applicant's interests. He states that the injunction preserves his interest in the property since the applicant has not conducted himself in a manner that protects the respondent's proprietary interests.

[13] The respondent avers that the applicant has operated a hotel, restaurant and rental business on portions of the properties in which the respondent claims at least a fifty percent interest, without paying him any monetary or other consideration. He also avers that the operation of the business has occurred without his consent and to the best of his knowledge, without insurance coverage naming him as an insured party. He states that this exposes him to potential liability and loss in respect of the properties.

[14] The respondent alleges that the applicant previously used the respondent's general Power of Attorney to transfer parcel PR5617 to himself and his wife without the respondent's knowledge or consent and without paying for the land. He further challenges the applicant's reliance on the bank facility and states that the applicant refinanced the original loan without his consent and used the proceeds for his own benefit.

[15] In reply to the allegations of unclean hands, the respondent denies wrongdoing. He avers that the applicant's Power of Attorney was given to him with the express understanding that he was authorised to use it and that the documents executed pursuant to it identified him as acting for himself and on behalf of the applicant under a duly executed, notarised and registered General Power of Attorney.

[16] The respondent avers that he relied on information from his sister concerning the applicant's alleged attempts to sell the properties. He states that he considered that information credible because the applicant had previously dealt with property interests in a manner prejudicial to him.

[17] The respondent further avers that PR1402 is registered under the Mortgage Registration regime and therefore he cannot rely on protective measures which may be available under the Land Registration Act. He maintains that there are serious points of law and fact to be adjudicated upon in the main suit regarding lesion and that the balance of convenience favours maintaining the injunction without narrowing its scope.

The Applicant's Submissions

[18] The applicant, through his Counsel, filed written submissions dated 30 March 2026. He submits that the injunction should be set aside because it was granted *ex-parte* and without giving him an opportunity to answer the allegations against him. He submits that an injunction is an equitable remedy and that the respondent was therefore required to place the Court in full and proper possession of all material facts.

[19] The applicant submits that the material before the Court at the *ex-parte* stage did not fully reflect the nature of the property, the long standing arrangement between the parties or the financial obligations secured over PR1402. He further submits that the property is an active commercial hotel enterprise and submits that this context was material to the exercise of the Court's discretion.

[20] He submits that the allegation of intended disposal was unsupported by evidence and that even after the present motion was filed, the respondent did not provide proof that the applicant was preparing to sell or transfer PR1402. The applicant also submits that the property is subject to a mortgage and is held as an undivided interest hence any unilateral disposal without the involvement of the other party and the bank is speculative and that the *ex-parte* injunction ought not to have been granted.

[21] On the issue of a serious question to be tried, the applicant submits that the respondent has failed to place sufficient valuation evidence before the Court and has not identified

what specific unfair advantage is alleged to have been taken by the applicant at the time of execution of the transfer deeds. On the issue adequacy of damages, it is the applicant's submission that the alleged loss is financial and capable of quantification. In regards to the balance of convenience, the applicant submits that the injunction interferes with an ongoing commercial enterprise, affects the applicant's ability to manage and operate the hotel effectively and has financial consequences given the mortgage obligations secured over the property. The applicant further relies on *American Cyanamid Co v Ethicon Ltd* [1975] AC 396 for the proposition that interrupting an established business may cause greater prejudice than merely delaying a proposed course of action.

[22] Finally the applicant relies on the equitable doctrine of coming to court with clean hands. In that regard, it is submitted that the respondent used the applicant's Power of Attorney beyond its scope and that this conduct should disentitle him from continuing to enjoy equitable relief. The applicant therefore submits that the injunction should be discharged or alternatively varied to make clear that the applicant may continue to manage, operate and administer the hotel business.

The Respondent's Submissions

[23] The respondent, through his Counsel, filed his written submissions dated 6 May 2026. He submits that the injunction was properly granted pursuant to sections 304 and 305 of the Seychelles Code of Civil Procedure.

[24] On the issue of urgency and evidential basis, the respondent submits that his affidavit was sworn evidence and was sufficient to ground the Court's finding of urgency.

[25] He further submits that the existence of a mortgage does not defeat the injunction. It is argued that by the time the injunction application was filed, the mortgage repayment period should have been completed and the property may therefore have been left without bank restrictions.

[26] On the issue of a serious question to be tried, the respondent submits that the main suit raises a bona fide claim in lesion. The issue to be tried is whether the purchase price of USD 50,000 was less than one half of the value of the undivided shares in PR6824,

PR1402 and PR6441. He submits that the Court is not required at this stage to decide the merits of the lesion claim or to conduct a detailed examination of the valuation evidence. On the issue of adequacy of damages, it is submitted that the respondent's substantive relief is rescission of the sale and transfer and restoration of ownership and possession. The respondent therefore argues that if the injunction is removed and PR1402 is dealt with before trial, damages would not adequately compensate him.

[27] Insofar as it concerns the balance of convenience, the respondent submits that more harm would be done by refusing the injunction than by maintaining it. He relies on *Dhanjee v Electoral Commissioner* (2011) SLR 141 and submits that the injunction protects him and also any potential bona fide purchaser who may otherwise become involved in the disputed property.

[28] Finally, in regards to the issue of clean hands, the respondent submits that the allegations concerning fraud and misuse of the Power of Attorney remain disputed and unproven. He relies on the presumption of innocence and submits that the respondent has not been charged or convicted of any criminal offence. It is therefore submitted that the injunction should remain in force and that the present application should be dismissed in its entirety.

The Law and Analysis

[29] The applicable principles governing interlocutory injunctions were set out in the ruling of 30 September 2025 and need not be repeated at length. It suffices to recall that such injunctions are equitable and discretionary remedies, guided by the test in *American Cyanamid Co v Ethicon Ltd* (supra). This test requires the Court to consider whether there is a serious question to be tried, whether damages would be an adequate remedy, where the balance of convenience lies and whether any special factors arise.

[30] The injunction now challenged was granted *ex-parte* and was expressed to operate pending the final determination of CS 124/2022 or until further order of this Court. As such, this Court retains control over the injunction and may discharge, vary or clarify it where justice so requires. The question is whether the applicant has shown sufficient basis for such intervention.

[31] The applicant's primary contention is that the injunction ought to be discharged since the original *ex-parte* application lacked sufficient evidential foundation. While it is desirable, especially in cases involving immovable property, for full supporting material to be placed before the court when urgent relief is sought *ex-parte*, the absence of a fuller evidentiary basis at that stage does not automatically mandate the injunction's discharge. The current *inter-partes* material ought to now be considered in its entirety to assess whether the injunction ought to be maintained, discharged, varied or clarified.

[32] Upon examination, this is not a case warranting the discharge of the injunction in its entirety. The substantive claim in CS 124/2022 concerns the ownership of PR1402. The respondent seeks rescission of the transfer and restoration of ownership and possession, making the subject matter inherently proprietary. Should PR1402, or any part thereof, be alienated, charged, transferred or otherwise dealt with before trial in a manner materially affecting ownership or title, the respondent's claim risks becoming nugatory.

[33] The existence of a mortgage does not eliminate that risk. It may make unilateral disposal more difficult or subject to the involvement of the bank, but it does not make dealing with the property impossible. Nor does the applicant's assurance that he does not intend to sell the property finally resolve the matter. Interlocutory relief is preventative by nature, intended to preserve the subject matter of the proceedings where the legal test for doing so is satisfied.

[34] I turn to the first limb of the *American Cyanamid* test. I am satisfied that there is a serious question to be tried. The issue in the main suit is whether the transfer of the undivided shares in PR6824, PR1402 (excluding the development) and PR6441 for USD 50,000 is liable to rescission on the ground of lesion. The applicant disputes the sufficiency of the respondent's valuation evidence and the particulars of the alleged unfair advantage. Those matters may be important at trial. However, they are not to be finally determined on affidavit evidence at this interlocutory stage.

[35] The Court is not required at this stage to decide whether the respondent will ultimately prove lesion. It is sufficient that the claim is bona fide, not frivolous or vexatious and

raises a real issue to be adjudicated upon. On the material before the Court, I am satisfied that this threshold has been met.

[36] On the issue of adequacy of damages, the respondent's claim in CS124/2022 is not framed as a claim for damages. He seeks rescission and restoration of ownership and possession. Where the relief sought is proprietary in nature, damages will not ordinarily be an adequate substitute if the property is disposed of or dealt with in a manner that defeats the claim.

[37] The applicant submits that any loss is financial and quantifiable because PR1402 is an income generating hotel property. That submission has force in relation to ordinary commercial losses that may arise from the operation of the hotel. However, it does not answer the proprietary nature of the respondent's claim. If the property is alienated or its proprietary status altered before trial, damages may not adequately compensate the respondent for the loss of the very relief sought in the main suit.

[38] In these circumstances, I find that damages would not be an adequate remedy if PR1402 were dealt with in a manner that defeats or prejudices the respondent's claim for rescission and restoration of ownership before trial.

[39] The balance of convenience requires the Court to weigh the risk of injustice to each party. If the injunction is discharged entirely, there is a risk that the subject matter of the suit may be altered before the parties' rights are finally determined. That risk favours maintaining interim protection over PR1402.

[40] At the same time, the Court ought to be careful not to impose a burden greater than is necessary to preserve the subject matter of the proceedings. The applicant has sought in the alternative, clarification that the injunction does not prevent him from managing and operating the hotel or from undertaking acts reasonably required for its lawful use, administration and day to day running.

[41] The purpose of the injunction was to preserve PR1402 pending the final determination of CS 124/2022 and to prevent dealings which may defeat or prejudice the respondent's claim for rescission and restoration of ownership. The clarification which follows does

not proceed on the footing that the injunction was wrongly granted. Rather, it proceeds on the narrower basis that the order should be understood according to that purpose.

[42] Properly understood, the injunction restrains the applicant from entering into dealings, executing or registering instruments, which would affect the ownership, title, possession or proprietary interests of PR1402. It does not and should not prevent the applicant from carrying out routine operational decisions and actions reasonably necessary for the lawful management and operation of the hotel business, provided that such acts do not alter or affect the proprietary status of the property.

[43] I have also considered the Applicant's reliance on the equitable doctrine of clean hands. The applicant alleges that the respondent misused a Power of Attorney and engaged in conduct amounting to fraud. The respondent denies those allegations and gives his own account of the parties' dealings and the use of the Power of Attorney. He also makes counter allegations against the applicant concerning previous property dealings and refinancing arrangements.

[44] These allegations are serious, but they are also disputed. The Court cannot make final findings of fraud, misuse of authority or impropriety on the affidavit evidence presently before it. Those matters are better left for determination in the appropriate substantive proceedings upon proper evidence. At this stage, they do not justify setting aside the injunction in its entirety.

[45] Having said that, this Court's refusal to discharge the injunction should not be taken as a finding in favour of either party on the allegations concerning the Power of Attorney, alleged fraudulent deeds, mortgage arrangements or previous property transactions. Those issues remain open for determination in the proper forum.

[46] For these reasons, I find that the Applicant has not shown sufficient basis for the injunction to be set aside in its entirety. However, the Applicant has shown sufficient basis for the injunction to be clarified to avoid any misunderstanding that it prevents ordinary lawful hotel operations.

Decision

[47] The application to set aside the interlocutory injunction granted on 30 September 2025 is therefore refused.

[48] However, the injunction is clarified so as to ensure that it does not extend beyond what is necessary to preserve the subject matter of CS 124/2022. Accordingly, it is hereby clarified that the interlocutory injunction restraining the applicant, Mr. Christopher Mancham formerly Gill, from entering into or executing dealings, or signing or registering instruments affecting Parcel PR1402, shall not be construed as preventing him from managing, operating and conducting the day to day business activities of the hotel situated on the property so long as they do not alter or affect the proprietary status of the property.

Signed, dated, and delivered at Ile du Port on 17th July 2026

E Carolus J