

SUPREME COURT OF SEYCHELLES

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**Unreportable**

CC 72/2025

**TURNKEY SOLUTIONS SEYCHELLES LTD**

(Represented by its Director Wilson Nancy)

*(represented by Mr. Joel Camille)*

**Plaintiff**

And

**AAA INTERNATIONAL SERVICES LTD**

*(represented by Ms. Amanda Faure)*

**Defendant**

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**Neutral Citation:** *Turnkey Solutions v AAA International* (CC 72/2025) 19<sup>th</sup> February 2026

**Before:** N. Burian, Judge

**Summary:** point of law-no cause of action

**Delivered:** 19<sup>th</sup> February 2026

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**SUMMARY**

The plea in limine litis is dismissed.

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**RULING ON PLEA IN LIMINE**

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**N. BURIAN, JUDGE**

**BACKGROUND FACTS:**

- [1] The Plaintiff, a construction company, has instituted proceedings against the Defendant, a corporate services provider, alleging breach of contract in relation to the construction of a project valued at SCR 5,789,678.91/-. The Plaintiff avers that the Defendant remains indebted to it in the sum of SCR 817,891.05/-, being the outstanding balance due under the contract. In addition, the Plaintiff claims the sum of

SCR 50,000/- for loss, inconvenience, and distress, thereby bringing the total claim to SCR 867,891.05/-, together with costs.

- [2] The Defendant has raised a plea in limine litis pursuant to section 90 of the Seychelles Code of Civil Procedure (“SCCP”), contending that the plaint is defective by reason of the alleged misjoinder and misdescription of parties. In particular, the Defendant submits that the plaint wrongly cites the company together with Mr Maarco Francis as a director thereof. It is asserted that Mr. Francis does not, in fact, hold office as a director of the said company, and that the Plaintiff’s contrary assertion is factually incorrect.
- [3] On this basis, the Defendant alleges non-compliance with section 71(d) of the SCCP, on the ground that the company has been improperly cited as a party to the proceedings. The Court thereafter directed the parties to file written submissions addressing the preliminary objection.
- [4] While the Court duly received written submissions from the Defendant, it is noted with concern that the Plaintiff failed to file any submissions in support thereof, despite having been afforded the opportunity to do so. In these circumstances, the Court has proceeded to consider the objections raised, together with the Defendant’s written submissions, and now renders its determination hereunder.

**WRITTEN SUBMISSIONS:**

- [5] Counsel for the Defendant submits that the Plaintiff has incorrectly cited AAA International Services Ltd and Mr Marco Francis as Defendants to the present proceedings. It is asserted that the Plaintiff’s contention that Mr. Francis is a director of the Defendant is both factually and legally inaccurate. as Mr. Francis was not, and has never been, a director of the said company at the material time.

- [6] Reliance is placed on section 71(d) of the SCCP, which requires that a plaintiff contain a clear and concise statement of the material facts establishing a cause of action against the correct defendant. Counsel submits that, by attributing liability to an individual who does not hold the office alleged, the plaintiff fails to disclose a reasonable cause of action and is therefore fundamentally defective.
- [7] It is further submitted that, even assuming that the Plaintiff had correctly identified the corporate structure of the Defendant company, the claim would nevertheless be unsustainable. This is on the basis that a company is a separate legal entity, distinct from its directors, shareholders, and officers. The principle of separate legal personality is well established under Seychelles law, having its origins in the decision of *Salomon v Salomon & Co Ltd* and consistently followed in local jurisprudence, including *Farm v AG Export v Larue*<sup>1</sup>, wherein the Court affirmed that a company incorporated under the Companies Act possesses a distinct legal identity.
- [8] Counsel accordingly submits that, even if Mr Francis had been a director or shareholder, he could not, in law, be held personally liable for the alleged contractual obligations of the company. Any claim arising from the contract could only properly lie against the corporate entity itself.
- [9] Further reliance is placed on the case of *Hoareau v Haoreau*<sup>2</sup>, in which the Court dismissed the plaintiff for failure to disclose a reasonable cause of action in accordance with section 71(d) of the SCCP. It is submitted that the present case is analogous, in that the Plaintiff has failed to plead material facts capable of sustaining liability against the named Defendant.
- [10] In the circumstances, Counsel prays that this Honourable Court uphold the plea in limine litis, dismiss the plaintiff in its entirety for failure to disclose a reasonable cause of action, and award costs in favour of the Defendant.

#### **ANALYSIS AND DETERMINATION:**

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<sup>1</sup> (1994)SLR 69

<sup>2</sup> CS 54/2013 (2020) SCSC 410

- [11] The Court has carefully considered the plea in limine litis raised by the Defendant pursuant to section 90 of the SCCP, grounded on an alleged failure by the Plaintiff to comply with section 71(d) of the Code by incorrectly citing Mr Maarco Francis as a director of the Plaintiff.
- [12] Section 71(d) of the SCCP requires that a plaint contain a clear and concise statement of the material facts constituting the cause of action and establishing liability against the defendant. The purpose of this provision is to ensure that a defendant is adequately informed of the case he is required to meet and is placed in a position to plead effectively.
- [13] It is well established that not every defect or inaccuracy in pleadings renders a plaint fatally defective. The Court is empowered, under section 90 of the SCCP and its inherent jurisdiction, to distinguish between defects that go to the root of the cause of action and those which amount to mere irregularities capable of correction without occasioning prejudice.
- [14] In the present matter, the substance of the Plaintiff's claim is founded on an alleged breach of contract relating to the construction of a project, and the Defendant to the proceedings is AAA International Services Ltd. The contractual relationship pleaded by the Plaintiff is between corporate entities. The central issue, therefore, concerns the alleged contractual liability of the company.
- [15] The purported erroneous description of Mr. Francis as a director of the company, while may be factually inaccurate, does not, in the view of this Court, undermine the existence of the pleaded contractual relationship between the Plaintiff and the Defendant. Nor does it negate the factual basis of the claim against the company itself. The mis-description relates to the status of an individual allegedly representing the company, rather than to the identity of the contracting party.

- [16] It is well settled that inaccuracies in captions or descriptions of representatives, where they do not mislead the parties or occasion prejudice, constitute mere formal irregularities. Such defects do not render proceedings a nullity and do not justify summary dismissal.
- [17] The Court is also mindful that the Defendant has not demonstrated any material prejudice arising from the mis-description complained of. The Defendant has been fully apprised of the nature of the claim and has been able to mount a substantive defence. It is further guided by the principle that pleadings should be construed in a practical and purposive manner, and that litigation should, as far as possible, be determined on its merits rather than defeated by technical objections.
- [18] The authorities relied upon by the Defendant counsel concerning separate legal personality are not engaged in the present circumstances, as no attempt has been made to pierce the corporate veil or to hold Mr. Francis personally accountable. Similarly, the reliance on section 71(d) and *Hoareau v Hoareau* is misplaced. This is not a case where the plaintiff fails to disclose a cause of action. On the contrary, a prima facie contractual claim is clearly pleaded against the proper Defendant. Furthermore, the identity of the Defendant has never been in doubt, and the Defendant has actively participated in the proceedings.
- [19] In light of the foregoing, the Court finds that Mr Maarco Francis has not been cited as a Defendant and bears no personal liability in these proceedings. Furthermore, the reference to him in the caption as a director of the Defendant company, even if factually inaccurate, constitutes at most a formal irregularity and the plaintiff on the pleadings appears to disclose a reasonable cause of action against Defendant in accordance with section 71(d) of the SCCP. Whether the Plaintiff can prove its case before this Court will be determined later on merit after considering the evidence presented. Accordingly, the plea in limine litis is dismissed in its entirety.

Signed, dated and delivered at Ile du Port on 19<sup>th</sup> February 2026

Burian

N. Burian, J

