

SUPREME COURT OF SEYCHELLES

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**Reportable**

(MA385/2023)

Arising in: DC97/2020

In the matter between:

**STANLEY NIGEL VALENTIN**

*(rep. by Basil Hoareau)*

**Petitioner**

and

**GENILA MARIE-CECILE BONNELAME**

*(rep. by Vanessa Gill)*

**Respondent**

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**Neutral Citation:** *Valentin v Bonnelame* (MA385/2023 arising in DC97/2020)

**Before:** M Burhan. J

**Summary:** An order that the Petitioner is entitled to half of the undivided half share that the Respondent owns in Parcel C6480 and the house situated thereon etc.

**Heard:** 11.12.2024, 24.02.2025, 03.03.2025, 05.03.2025, 18.03.2025, 07.05.2025, 14.05.2025, 21.05.2025

**Delivered:** 29 January 2026

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**ORDER**

This Court is satisfied that both the Petitioner and the Respondent are entitled to a half share of the property referred to in the application. The application for  $\frac{3}{4}$  share of the property referred to in the application by the Petitioner is dismissed. Both parties to bear their own costs.

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**JUDGMENT**

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**BURHAN J**

[1] The Petitioner/Applicant (Petitioner) filed an application MA 213 of 2023 dated 10 May 2023 seeking leave to apply for necessary ancillary relief under the Matrimonial Causes Act out of time, in accordance with Rule 34(1) of the Matrimonial Causes Rules read with Rule 20 thereof. The Respondent filed a Reply dated 30 June 2023 as borne out in the proceedings dated 5 July 2023.

[2] After obtaining leave to file out of time, the Petitioner filed his Petition seeking ancillary relief on the 17 November 2023. On the 17 January 2024 learned Counsel for the Respondent stated that in defence she would be relying on the affidavit in reply filed by her on the 30 June 2023. At the time of writing judgment, a copy of the Reply dated 30 June 2023 and affidavit was not in any file including MA 213 of 2023. However, as the Petitioner's Counsel had accepted receipt of the document as per page 1 of the proceedings of 5<sup>th</sup> July 2023, learned Counsel for the Respondent at the request of Court, tendered a copy of the said Reply and affidavit dated 30 June 2023.

[3] The Petitioner's ancillary relief prayer reads as follows:

*a. I humbly pray this Honourable Court to be pleased to order that I own an undivided  $\frac{3}{4}$  share in parcel C6480 and the house situated thereon, by granting me half of the undivided half share that is presently owned by the Respondent in the said property.*

[4] At the very outset this Court wishes to state, it is in agreement with the submissions of learned Counsel for the Petitioner that this application does come under section 20 (1) (g) of the Matrimonial Causes Act as the granting of the order of the nullity of marriage was made absolute on 9 June 2021 prior to the repeal of the Act and prior to coming into force of the Civil Code 2020 which came into operation on 1 July 2021. I am also in agreement with the submissions of learned Counsel for the Petitioner that by virtue of section 31(1)(b) of the Interpretation and General Provisions Act, the Petitioner's vested right under section 20(1)(g) of the Matrimonial Causes Act remains saved.

### **Background Facts as admitted by parties**

- [5] When one considers the pleadings and evidence of both the Petitioner and the Respondent the following facts are admitted. Both admit that they married on 27 March 1997 and obtained divorce absolute on the 09 June 2021. They admit they have had two children who are adults aged 25 and 28. It is further admitted that the Respondent is presently living in the matrimonial home situated at Pointe Au Sel, Au Cap with the younger child. It appears from the evidence that the elder child lives with the father and sometimes with the mother. The fact they started their early life in Turtle Bay and the fact that the Petitioner is a Quantity Surveyor by profession and the Respondent is a Customs Officer are facts not in dispute.

### **Evidence of Parties**

- [6] The Petitioner Stanley Valentin testified that he is a Quantity Surveyor (QS) by profession. Having qualified in 2005 he has since 2010, been working privately as a Quantity Surveyor. Between the years 2005 and 2010, he worked as a lecturer at the Seychelles Institute of Technology (SIT). At the time he worked in public service, he had obtained permission to do some private work under the hospice of the Pension Fund. He stated that being a QS, he is qualified in terms of assessing constructions and buildings. Both parties admit that they received parcel C6480 on which they built the matrimonial home by partly exchanging parcel B1984 situated at Grand Anse, Mahe and paying an additional sum of SCR 50,000.00. The Petitioner admitted that Parcel B1984 was in both their names and the additional sum of SCR 50,000.00 the Respondent paid. The Respondent admits in her evidence that even though B1984 was in both names, the Petitioner had paid for the purchase of it. He further states that the land on which the matrimonial home is, parcel C6480 and the matrimonial home built is presently in both their names.
- [7] In evidence, both parties admit the evidence of the Petitioner in respect of his earlier employment and the fact that in 2002, the Petitioner went to UK to study and after completing his studies came back to Seychelles in 2005. It is also common ground that in 2003 the Respondent and two children joined the Petitioner in UK and came back with him in 2005.

[8] The fact that the Petitioner after purchasing the land applied for a loan of SCR 523,500.00 and subsequently another loan of SCR 200,000.00 to complete the house is not denied by the Respondent. Both parties admit that they obtained the loan in both their names. The Respondent admits the fact that the Petitioner laboured hard to build the house and it was due to the ingenuity and skill of the Petitioner that they were able to build on the rejected land. The Petitioner admits that while he laboured with the building the matrimonial home, it was the Respondent who was taking care of the children and the home front. She would look after their needs and contributed from what she earned towards payment of the Internet and Intelvision bills. The Respondent admits the Petitioner was working privately and earning more and therefore he was able to spend more on the family, as she was obtaining a government salary and was handicapped paying instalments for loans taken on behalf of the family.

**Evidence of payment of loans.**

[9] When one considers the evidence in this case and the documents produced, it is clear that the Petitioner paid back the loan taken for the construction of the matrimonial home. Document A5, a discharge of charge on Parcel C6480 dated 30<sup>th</sup> December 2024, confirms this fact. The Petitioner states he took the loan jointly with the Respondent but paid the entire sum back himself.

[10] The Respondent contends that at the time of purchasing parcel C6480, the SCR 50,000 cash paid was from a loan taken by her from Nouvobanq. This fact is admitted by the Respondent and further at the time of the taking of the loan to build she paid a sum of SCR 50,000 from her savings at bank of Baroda as a 'contribution fee' charged by the Housing Finance Corporation (HFC) when giving the loan. Document R6 and the evidence of Mr Aman Dixit the Manager of Baroda Bank affirms the fact that the Respondent on the 27 December 2010, issued a cheque for SCR 50,000.00 to HFC. Therefore, in the view of this Court, the Respondent has contributed SCR 50,000.00 towards the purchase of the block of land C6480, and further contributed a sum of SCR 50,000.00 when obtaining the housing loan for the building of the matrimonial home.

- [11] It is the contention of the Respondent that the Petitioner agreed to pay the housing loan as she had taken loans herself for the family. She explains that she had taken a loan for the purchase of a vehicle, a Kia Picanto in 2012. After the Petitioner sold his AE 30 vehicle, the Petitioner used her vehicle during the construction of the matrimonial home for the family. The Respondent produced document R7 to prove purchase of her Picanto a brand new vehicle with the date of the registration of the vehicle being 17 April 2012. The Respondent had obtained a loan from the Treasury for this purchase. In addition the Respondent began to pay the rental for Mandarin Estate, house they were living in while the construction was going on which was SCR1000 together with these loans.
- [12] Prior to the taking of these loans, the Respondent states on the Petitioner's advice she took a loan from Bank of Baroda for SCR 30,000.00 for the clearing of the land and cutting of trees at Grand Anse. The planks were stored at the Mandarin Estate house where they were living, and sold to a person at Anse Aux Pins. Document R3, affirms the fact the Respondent did take the loan. The Petitioner was at that time paying the rent for the house and the Respondent states she paid the loan instalments. The instalment were directly deducted from her own account. No one helped her pay it.
- [13] In October, they moved in the matrimonial house, and she was only paying the car loan. According to exhibit R9, the Respondent transferred and sold the Kia Picanto to one Patricia Saminadeen in February 2017. She stated she sold it for SCR 165,000.00. The SCR 165,000 was not paid directly in her account because she had an account with Bank of Baroda and as Miss Saminadeen had an account with Barclays, it was paid to the Petitioner's account in the Barclays Bank. The Respondent stated she received from the Petitioner SCR 100, 000.00 for the sale of the car in February 2017, but she never received the balance SCR 65,000. Both parties admit they painted the Kia Picanto prior to sale. The Petitioner states he paid for it in cash as the painter wanted cash however the Respondent states she paid for the painting job by cheque to the Petitioner and produced the remaining part of the cheque leaf slip as R10 as proof. The earlier cheque slip R9, is written in the painters name but the cheque was not issued, as the Petitioner stated the painter wanted cash. Therefore, she wrote the next cheque in the Petitioners name.

[14] Further, in her evidence the Respondent states that on the sale of her vehicle the Picanto for SCR 165,000.00, she offered to help pay the loan instalments. The Petitioner however stated that it was necessary to purchase another vehicle for the family to use. She sold the Picanto on the advice of the Petitioner that as the Picanto had done heavy mileage it would soon be in need of repairs.

[15] The Petitioner himself admits in his evidence that the Kia Picanto was the vehicle the Respondent purchased, and she was paying for it every month through a loan. He admits from the years 2013 right up to the 2016, he had used the Respondent's vehicle the Kia Picanto and this helped him with his family and work. It is the view of this Court that the use of the Respondent's vehicle would have greatly helped the Petitioner in the running about chores incidental to building the matrimonial home. The evidence indicates it was only in 2016 that the Petitioner bought another vehicle for his own use a Creta.

#### **Analysis of Evidence**

[16] It is clear both parties contributed towards the purchase of the furniture, electronic items linen and groceries. The Respondent had bought the fridge for SCR 32,000. She also stated during the time the house was been constructed, she would pay the utility bills and the Intelvision bill. In addition, she was paying the rental SCR 1000 for Mandarin Estate for the house they were staying in until the construction was complete. It is also clear from the evidence that at the time of the taking of the loan the intention for taking the loan was not to build a house for the Petitioner but to build a matrimonial home for the family to live in. Further, it is clear from the evidence that even with her lesser salary the Respondent was using her money to pay back two loans and therefore did not have sufficient means to pay the house loan as well. The paltry balance she had after the paying of her loans was utilised towards the needs of her family.

[17] This Court accepts the Petitioner's contention that it was due to his expertise and personal supervision and ingenuity that they built the matrimonial home on rejected land. The Respondent accepts this as well. This Court is also satisfied that the Petitioner did pay the loan instalments but it clear to this Court that the Respondent too dedicated almost all her earnings to support the family which aided the Petitioner in paying the loan instalments for

the house. The Respondent may have not have contributed as much as the Petitioner did or not exerted or involved herself to the same level as the Petitioner in the building and construction of the matrimonial home. However, in her own way, she had dedicated all her earnings and her efforts towards the welfare of family, no doubt lesser in monetary value but at the same time all what she had and earned, which in the view of this court greatly assisted the Petitioner in completing his building project. The Petitioner has not alleged that the Respondent took the loans, including the controversial one for the blasting of rocks, for fun and frolic of her own. This Court is satisfied that all the loans taken by Respondent were for the betterment of the family and this contributed a great deal in assisting the Petitioner complete the matrimonial home and settle the loan taken.

[18] The Petitioner admits that the agreement between he and the Respondent was for her to save any extra money in case something was to happen to him during the period of construction. When the construction was concluded and he was still healthy, the Respondent offered to buy the furniture with the money she saved. He admits she did so. It is apparent from the evidence that she had bought items like a fridge, new television and other household items from her own savings indicating that even the little savings the Respondent had after settling the loans taken by her was spent in the interests of the family.

[19] There is no doubt that the Petitioner did incur heavy expenses and did spend the sums of money referred to in document A4 whilst building the matrimonial home all of which he described in great detail. However, it is clear that the money spent by both the Petitioner and the Respondent on construction would have greatly appreciated over the years especially that spent on the land. The Petitioner himself states that the land value appreciates and the building value does but that depends. He did not specify what he meant by depends but the Petitioner must understand that the money spent by the Respondent on the land i.e. SCR 50,000.00 would have also greatly appreciated. It is also to be borne in mind that as the block B1984 (Grand Anse) given in exchange for the purchase of parcel C6480 was in the name of both the Respondent and Petitioner, legally the Respondent was contributing not only SCR 50,000.00 in cash but her half share in B1984 as well, for the purchase of C6480.

### **Findings and Case law.**

- [20] There is no doubt that both the Petitioner and the Respondent contributed towards the bringing up of the children and the construction of the matrimonial house directly and indirectly. Further, case law indicates, in deciding issues in respect of the division of matrimonial property, one must not only consider the monetary contributions made by each party but other circumstances as well. The age of parties, the prospect of future earnings of either party, the length and duration of the marriage between the parties, are matters also to be taken into account. In this instant case the resulting divorce and difficulties faced by the Respondent in having to adjust herself to a new way of life, without the security of a husband are factors Court have to consider as held in the case of Paul Florentine v Laurence Florentine (SCA 4/1990) [1991] SCCA 2 (11 October 1991).
- [21] In the case of Samori v Charles (SCA 38 of 2009) [2012] SCCA 35 (7 December 2012), the Seychelles Court of Appeal held as follows:
- “We have no reason to interfere with any of the above findings of fact made by the learned Trial Judge as regards the financial contributions made by the two parties to the marriage. But a marriage is not only about financial contributions, it is also about love, of friendship, of security, of commitment, of moral and emotional support; which combine together to make a success of the lives of the two people to the marriage. These are matters that cannot easily be measured in monetary terms and also cannot be ignored when a court is called upon to make a determination on matrimonial property.”*
- [22] In this case too, the parties had been married for over 20 years prior to being divorced. The length of the marriage and even the evidence of both parties clearly indicates that there was a certain amount of love, friendship, commitment, moral and emotional support during the subsistence of the marriage, despite parties eventually ending up in a divorce. In fact both parties frankly admit that at all times that they shared the household chores with construction and cooking being the speciality of the Petitioner.
- [23] When one considers the evidence peculiar to this case, the Petitioner himself admits he was happy with the Respondent when she was present with the family with him in UK as her

presence gave him peace of mind for him to study. He wanted them there to keep their family together. While she was with him she did not create any issues and he was at peace. She was there to support the family. He admitted that having the Respondent and their two children there did help him to work on his studies. He stated that he felt good, felt their presence and felt happy. It was also apparent from the evidence that the Respondent was prepared to sacrifice her job with a good salary in the Seychelles, just to be with him in UK. There is also evidence to indicate that they did continue their marital relationship even after he had left the house and there is an abundance of evidence to indicate that both the Petitioner and Respondent were devoted to their children and both worked hard in the interests of their family.

[24] Further, there is also evidence to indicate that while the Petitioner as the father was busy with the construction and expenses concerning the building of the matrimonial home, the Respondent on her part in addition to her job as a Customs Officer was faithfully taking care of the home front. She was helping the boys with everything at home, including their homework, doing the cleaning, doing the cooking at times, doing the ironing, doing everything in the house a mother is expected to do duties which cannot be measured only in monetary terms.

[25] I also draw reference to the case of Marie Andree Renaud v Gaetan SCA 48 of 1998 as referred to in Hoareau v Hoareau (SCA 37 /2011) [2013] SCCA 5 (3 May 2013) which held that the duty of Court, at the stage of apportioning matrimonial property upon the dissolution of marriage, is to ensure a party to a marriage is not put at an unfair advantage. It is the view of this Court too that each party should be placed in a position where the party is able to maintain a fair and reasonable standard of living, commensurate or near the standard the parties maintained before the dissolution. It is clear from the evidence before this Court that the Respondent at present is in a position of disadvantage due to her income being less than that of the Petitioner.

[26] Having considered all the aforementioned facts and for the reasons given herein, this Court is satisfied that both the Petitioner and the Respondent are entitled to a half share of the

property referred to in the application. The application for  $\frac{3}{4}$  share of the property referred to in the application by the Petitioner is dismissed. Both parties to bear their own costs.

Signed, dated and delivered at Ile du Port on the 29 January 2026.

  
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M Burhan J

29.01-2026

