

Record No. 118797

THE SUPREME COURT OF MAURITIUS

In the matter of:

Aragon International AG

Plaintiff

v

Eagle World Capital Ltd

Defendant

JUDGMENT

In an amended plaint with summons lodged on 07 June 2022, the plaintiff seeks a judgment upholding an agreement entered into in January 2019 and ordering the defendant to pay to him the sum of Euros 72,000.

Two further prayers (an award for damages in the sum of Rs 1,000,000 and litigation costs for the same amount) were dropped at the hearing of this matter.

It is the case for the plaintiff that the defendant owes to it commission and fees arising out of the private sale of two sculptures, in total a debt of 72,000 Euros.

The defendant, for its part, has left default in these proceedings and could not be reached despite all endeavours to this effect. He had initially been represented by different legal advisers, up to February 2024. A Notice of Mention relating to withdrawal of legal advisers could not be successfully served in May 2024. The Notice was eventually posted up at the available address in Ebène (at Legacy Capital). Default was recorded against the defendant on 09 July 2024.

I note from the court file that Notice of Trial was served on Eagle World Capital Limited through service on Legacy Capital, a management company (re: Usher's Return of 23/01/25).

Importantly, the person who took the Notice voluntarily accepted service and undertook to send the said Notice to the defendant even if Legacy Capital no longer acted for it. I have no reason to doubt that this undertaking would not have been kept.


At the hearing for the case against the defendant to be made out, I tried to ascertain his presence again, but no one appeared.

Counsel for the plaintiff called the plaintiff's representative who produced a series of documents, including the agreement between the parties, whereby the parties agreed that a sum of Rs 72,000 Euros was to be paid by 1<sup>st</sup> July 2019 by the defendant to the plaintiff. These documents prove, to my satisfaction, on a balance of probabilities, that there was a contract that has not been honoured.

Whilst the initial amount was for 335,185.83 Euros, it is beyond dispute that 263,185.83 Euros have been paid and 72,000 euros are outstanding.

I have no difficulty to find that the plaintiff has made out its case against the defendant.

I therefore declare that the Agreement dated January 2019 between the parties constitute a valid contract. The sum of 72,000 Euros, due to be paid since 2019, remains outstanding and the defendant is ordered to effect this payment together with interest at bank rate from the date of this judgment until final payment.

  
S. Beekarry-Sunassee  
Judge

28 March 2025

-----