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Fair Trading Commission
Seychelles

THE BOARD OF COMMISSIONERS

01st July 2021

CPA.17.201

Mr Interjit Singh & Mrs Samia Singh
Cascade
Mahe

ATTN: Mr. & Mrs. Singh

Dear Mr. & Mrs Singh,

RE: Rachelle Sifflore Vs Interjit Singh & Samia Singh (trading Khalsa Construction)- CPA.17.201

In accordance with Section 42(1) of the Fair-Trading Commission Act 2009, please find attached a signed copy of the ruling of the Board of Commissioners of the hearing conducted in the above-mentioned case. We trust in your expedient compliance as per the orders contained herein.

Also note that failure or refusal to comply with this ruling constitutes an offence under Section 53(1) of the Fair-Trading Act 2009. The same is reproduced below:

53 (1) A person which refuses or fails to comply with a direction or order of the commission commits and offence and is liable-

a) Where the person is an individual, to a fine not exceeding SCR 100,000 rupees or to imprisonment for a term not exceeding 2 years or to both
b) Where the person is a person other than the individual to a fine not exceeding SCR 400,000 rupees

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Moreover, you have the right to appeal against this decision. To that effect you may, **within Fourteen (14) days of this receipt of this document,** submit a Notice of Appeal setting out your grounds of appeal to:

Chairperson for the Appeal Tribunal
P O Box 216,
Allied Building
Francis Rachel Street,
Mahe, Seychelles
Telephone: (248)4224881 /
Facsimile: (248)4225044
Email: john.renaud@renaudchambers.sc

Yours Sincerely,

FAIR TRADING COMMISSION BOARD OF COMMISSIONERS

Ms. Chrystal Loizeau
Assistant Registration Officer

For: Chairperson
Board of Commissioners
Fair Trading Commission

Rachelle Sifflore
Anse La Mouche

VISION2033

THE FAIR TRADING COMMISSION

BEFORE THE BOARD OF COMMISSIONERS

(Consumer Protection Act, 2010)

IN THE MATTER:

RACHELLE SIFFLORE
Vs
INTERJIT SINGH & SAMIA SINGH
(Trading as Khalsa Construction)

Case No: CPA.17.201

Complainant – Mrs. Rachelle Sifflore
Respondent –Mr. Interjit Singh & Mrs. Samia Singh

QUORUM:
Mr. Victor Pool – Presiding Commissioner
Mr. Philippe Chong Seng – Commissioner
Mr. Michael Nalletamby – Commissioner

For the Complainant
Ms. Salina Sinon–Legal Officer (FTC)

For the Respondent
Mr. Interjit Singh & Mrs. Samia Singh

RULING

[1] The Fair-Trading Commission (the Commission) registered a complaint from Ms. Rachelle Sifflore (the complainants) (CE1, A1) of Anse La Mouche, Mahe, on the 10th August 2017 against Samia Singh and Interjet Singh (CE8 A2, CE9 A3), trading as Khalsa Construction (the respondents) of, Cascade (CE7, A6). Mrs. Singh possessed a building contractor license (Class III) which was valid at the time that this complaint was lodged but has since been cancelled on the 09th October 2015(CE5, A4). The license was issued to her under the business name "Khalsa Construction", registration number 257659 under the Business Names Act 1972. In the beginning the business name was registered under both Mr. & Mrs. Singh but

on the 28th August 2015 (A5), Mrs. Singh was removed as copartner and the business name was solely registered to Mr. Singh on the 15th February 2017 (CE7, A6).

[2] The gist of the complaint is that through a verbal agreement Mrs. Sifflore and Mr. Singh for Khalsa Construction agreed to build her house on land parcel no C7262 at Anse La Mouche for the sum of SCR 820,000 (A10, CE2). The time frame for completion of the project was set for January 2017 to August 2017.

[3] That the sum of SCR 180,000 was paid as the first installment but from March 2017 onwards, Mr. Singh stopped coming on site and works halted and by the end of the deadline for completion (august 2017) the house was yet to be built (A11, CE3). Mr. Singh had only done excavation works, partly built a retaining wall, and had started the foundation. Upon investigation of the matter by the FTC they found that this default by the respondent to complete the works on time as agreed under contract amounted to a breach of Section 40 (1) (a) of the Consumer Protection Act, 2010, CPA 2010 (the Act), as it shows that he has failed to perform and complete the service in a timely manner.

[4] An independent Quantity Surveyor was sought and he valued the total works done to be SCR 116, 941.62 so the sum to be refunded from the SCR 180,000 paid amounted to SCR 63,058.08 hence the remedy to be provided for the above breach (A15, CE16).

[5] The Seychelles Planning Authority visited the site on the 19th May 2017 along with officers from the FTC along with Mr. Singh, and subsequently ordered Mr. Singh to demolish and reconstruct part of the foundation because it had poor cement work/ motor matrix which would cause voids in the structure. He was also ordered to demolish the retaining wall because it did not feature on the approved plans or to otherwise have a design engineer certify that it is structurally sound. These were to be done within 14 days from the 22nd May 2017, but they were not done (A17, CE15)

[6] The findings and recommendations of the Planning Authority thus establishes that Mr. Singh also failed to do the foundation work in a manner and to a quality that persons are generally entitled to expect hence a breach of Section 40 (1) (b).

[7] Ms. Sifflore and Mr. Singh both committed to each pay half of the fee for the independent Quantity Surveyor but Mr. Singh never made any payment as agreed.

[8] Given the Commission could not resolve the dispute, the case was forwarded before the Board of Commissioners for a hearing for the contravention of Section 40 (1) (a) and (b) of the Act of the Consumer Protection Act 2010, which states that: -

> *"**40(1)** Subject to this Part, where a supplier undertakes to perform any service for or on behalf of a consumer, the supplier shall—*
>
> *(a) "perform and complete that service in a timely manner and give to the consumer a timely notice of any unavoidable delay in the performance of service; and*
>
> *(b) perform the service in a manner and of a quality that persons are generally entitled to expect"*

[9] On the 04th June 2019, the matter was heard before the Board of Commissioners, whereby both parties had been summoned. Ms. Salina Sinon, Legal Officer of the Fair-Trading Commission representing the complainant before the Board of Commissioners called 2 witnesses in support of the complainants' case.

[10] The Fair-Trading Commission called its first witness, Mrs. Rachelle Sifflore, the complainant. She testified that she had entered into a verbal agreement with Mr. Singh of Khalsa Construction to build her house for the sum of SCR 820,000. She had made an initial payment of SCR 180,000. She added that Khalsa Construction only started some works and then stopped coming to the site and eventually she brought her case to the Fair-Trading Commission to seek a remedy.

[11] The second witness to be called up was Mr. Alain Jean, an independent Quantity Surveyor who was engaged by the Fair-Trading Commission on behalf of both the Complainant and the respondent. Mr. Jean, explained that he noted from his site visit and discussion with both parties that there had been agreed changes to the construction works compared to the approved drawings. As such he needed to physically measure the works and to use the market rates and apply a pro-rata rate against the respondent's quotation to arrive at the realistic figure of works carried out.

[12] Mr. Jean claimed that according to his evaluation the works done for the retaining wall amounted to SCR 48,170. 79 and that for the dwelling house foundation amounted to SCR 68,771.13, totaling to SCR 116,941.92. therefore, according to Mr. Jean, the respondent should refund the sum of SCR 63,058.08 from the amount of SCR 180,000 that was initially paid to him by Mrs. Sifflore.

[13] That being the case for the complainant, Mr. Interjit Singh took the stand and testified and agreed that the had received the payment of SCR 180,000 and although he had started the works, he had failed to complete it on time. He also agreed that he had to refund some of the money he received as per the findings of the Quantity Surveyor. His contention was that the money received was shared with his partner in the business, Mrs. Samia Singh and argued that she should also contribute to the refund.

[14] After both parties had closed their case, they were given the options to submit oral submissions.

[15] The Board has taken time to consider the evidence adduced by both parties in this matter. The Board has taken notice that the respondent has agreed under oath as he gave evidence that there was indeed a contract and that he did receive the sum of SCR 180,000 from the complainant and that he felt that he had to refund the money to the respondent. Based on his own admission to the alleged claims against him this Board shall not recite the details of all the evidence as adduced but shall proceed to determine the quantum to be refunded as per the claim of the complainant.

[16] Therefore, the Board orders as follows:

<u>That Mr. Interjit Singh & Mrs. Samia Singh refunds to Mrs. Rachelle Sifflore not later than Sixty (60) calendar days from the date of the receipt of this ruling as follows:</u>

- **the sum of <u>SCR 63,058.08</u> to remedy the breach under section 40(1)(b) as provided under section 40(2)(b);**
- **the Board also orders the respondent to pay the sum of <u>SCR 48,170.79</u> for the remedial works that need to be done for the defective retaining wall as per recommendation of the Planning Authority (A17, CE15); and**
- **the sum of SCR 5,000 being part payment for the quantity surveyors' services as agreed too.; and**

[17] The Board now consider a suitable penalty under section 67(1)(a) of the Act for the breach of the provisions of the Act. We take into account that the respondent has cooperated with the Commission and accepted liability therefore the Board hereby impose as penalty-

- a sum of **SCR 12,000** to be paid by the respondents after having discharged the sums stated above in full.

The parties have the right to appeal against the ruling to the Appeal Tribunal (See Section 44 of the Fair-Trading Commission Act, 2009 and Section 77 (1) of the Consumer Protection Act, 2010)

[18] We rule accordingly.

Pronounced by us on this 01st day of July, 2021.

Mr. Victor Pool
Commissioner
(Presiding)

Mr. Michael Nalletamby
Commissioner

Mr. Philippe Chong Seng
Commissioner