

IN THE HIGH COURT OF SIERRA LEON
(COMMERCIAL AND ADMIRALTY DIVISION)
FAST TRACK COMMERCIAL COURT

BETWEEN:

COURTVILLE INVESTMENT (SL) LTD

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PLAINTIFF/RESPONDENT

AND

SIERRA LEONE ROAD TRANSPORT AUTHORITY - DEFENDANTS/APPLICANTS

Counsel:

M. NICOL-WILSON Esq. for the Plaintiff/Respondent

E. E. C. SHEARS-MOSES Esq. for the Defendants/Applicants

RULING DELIVERED ON THE 6th DAY OF NOVEMBER, 2013 BY THE HON. JUSTICE A. H. CHARM

This application is by way of Notice of Motion praying for the following Orders:

1. That this Honourable Court do make an Order to stay proceedings in the matter intitulete FTCC: 059/13 2013 C NO. 59 between Courtville Investment (SL) Ltd. AND Sierra Leone Transport Authority for the Plaintiff to abide by arbitration as is provided for by Article 13 of the Automation of Vehicle and Driver's License Agreement between the parties.
2. That this court appoints an arbitrator from qualified persons in the business.
3. Any further order(s) that this Honourable Court may deem fit.
4. That the costs of this application be in the cause.

The application is supported by the affidavit of Emmanuel Ekundayo Constant Shears-Moses, Counsel for Defendants/Applicants sworn on the 11th day of July, 2013. Attached to the said affidavit are three exhibits; exhibit EECSM3 which is a copy of the Agreement between the parties herein being very pivotal to this application. Counsel for the Defendants/Applicants' case is that exhibit EECSM3

provides for arbitration as the means of resolving any dispute between the parties and that the Defendants/Applicants are ready and willing to do all things necessary for the proper conduct of arbitration.

Counsel for the Plaintiff/Respondent in opposition to the application filed an affidavit in opposition deposed and sworn to by one Oye Ogundele on the 20th day of August 2013. The affidavit in opposition has 5 exhibits attached to it. Counsel for the Plaintiff/Respondent's contention is that the application is a ploy to further delay the proceedings thereby ensuring that the Plaintiff/Respondent does not have justice. He said the Defendant/Applicant had enough time to have had the matter arbitrated upon but failed to do.

Exhibit EECSM3 provides for arbitration as the means of resolving dispute between the parties. In any agreement which expressly provides for arbitration as the means of settling dispute(s) between the parties, the court must upon an application being made to stop the proceedings and refer the matter to arbitration stop such proceeding and refer the matter to arbitration except in situations where it is satisfied that there is no sufficient reason for the staying of the proceeding and referring the matter for arbitration. From the affidavit evidence before me and from the submission of both Counsel, I hold that there are sufficient reasons for the staying of these proceeding and referring this matter for arbitration.

Consequent upon this finding and as both Counsel have after due consideration settled on one arbitrator, I hereby in consonance with the spirit of exhibit EECSM3 and the provisions of the Arbitration Act, Cap 25 of the Laws of Sierra Leone 1960 appoint Patrick Lambert Esq. of Renner Thomas & Co as the sole arbitrator of this matter. I further order as follows:

2. That the parties herein should within one week from the date hereof settle on the issues to be decided by the arbitrator.
3. That the parties herein should negotiate and agree with the Arbitrator his arbitration fees.
4. That the arbitration should be completed within two months from the date of the submission of the issues to be determined by the Arbitrator.


Hon. Justice Abdulai H. Charm, J