

FTCC.001/18

2018

D.

NO.4

IN THE HIGH COURT OF SIERRA LEONE
(FAST TRACK COMMERCIAL COURT)

AND

IN THE MATTER OF AN APPLICATION FOR RESTRAINT OF PROPERTY
PURSUANT TO SECTION 76 OF THE ANTI-MONEY LAUNDERING AND
COMBATING OF FINANCING AND TERRORISM ACT NO. 2 OF 2012

BETWEEN:

THE DIRECTOR
FINANCIAL INTELLIGENCE UNIT (FIU SL) -APPLICANT
43 WELLINGTON STREET
FREETOWN

AND

ECOBANK (SL) LIMITED -1ST RESPONDENT
3 CHARLOTTE STREET
FREETOWN

ABU SANGARIE -2ND RESPONDENT
19 YAMSON LANE
KISSY, SHELL
FREETOWN

BEFORE THE HONOURABLE JUSTICE MIATTA M. SAMBA, J
DATED THE 24TH DAY OF APRIL 2018

Counsel:

FWO Campbell Esq for the Plaintiff
O. Jalloh Esq for the Respondent
L. Taylor Esq for the Intervener/Applicant

Ruling

1. On file is an application by way of an Ex Parte Originating Notice of Motion dated the 30th day of January 2018 for and on behalf of the Applicant for the following Orders:

- a. That the Respondent herein refrain from disposing of or otherwise dealing with the sum of USD 169,500 (One Hundred and Sixty Nine Thousand Five Hundred United States Dollars) transferred from the 21st Century Land Development Partners (SL) Limited, Account No. 0011014807541801 on the 3rd January 2018 to the following account:

ABU SANGARIE
ACCOUNT NO. 0011134802893901

5. Counsel submits that the Plaintiff is, in collaboration with other competent authorities, carrying out enquiries/investigations to determine whether in respect of the said transfers, an unlawful or money-laundering offence has been committed.

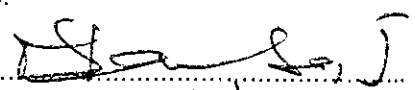
6. On file is an Affidavit in Opposition sworn to by Abu Sangarie on the 22nd day of March 2018 for and on behalf of the 2nd Respondent, with certain exhibits including the Certificate of Incorporation of the 21st Century Land Development Partners (SL) Ltd attached. Counsel argues that the 2nd Respondent is a Solicitor for the 21st Century Land Development Partners (SL) Limited who forwarded monies to him with instructions to purchase property in Freetown. He submits that the property shown in Exhibit AS2 has been identified for purchase and that the funds, the subject matter of this litigation are the funds meant for the said purchase.

7. Counsel refers to paragraph 8 of the Affidavit in Opposition and submits that withdrawals made from the Company's account was for the purpose of making advance payments for the purchase of the property in Exhibit AS2 hereinbefore referred. Counsel submits that the funds in the Company's account are lawful and meant for legal business.

8. By way of a final reply, Counsel for the Plaintiff indicates to the Court that he will like to file a Reply to the Affidavit in Opposition which was, according to Counsel, served on the Plaintiff just the day before this application was moved. The matter was mentioned on the 26th day of March 2018 but there was no representation. On the 9th day of April 2018, Counsel for the Plaintiff informed the Court that the Plaintiff has no further documents to submit in respect of the application and the Affidavit in Opposition. This file was therefore withdrawn for ruling.

9. I have read the Ex Parte Originating Notice of Motion and its supporting Affidavit. I have also read the Affidavit made in Opposition of the said Motion. I have listened with keen interest to arguments and submissions made by both Counsel for the Applicant and 2nd Respondent. The Court notes that although the application was made orally on the 23rd day of March, the *Ex Parte* Notice of Motion is itself dated 30th day of January 2018 with a supporting Affidavit sworn to on the 2nd day of February 2018. The Court refers to paragraph 6 of the supporting Affidavit where the Applicant deposes that the Applicant commenced investigations into the receipt transfers of monies to determine whether the said transfers were unlawful. The Court's position is as follows:

1. That the Applicant files an Investigative Report with this Court in respect of receipt and transfer of monies between the 1st Respondent, 21st Century Land Development Partners SL Limited and the 2nd Respondent within 10 days of this Order.
2. That each party will bear its own costs.


Delivered on: 31st May 2018