

**Georgetown**  
**20<sup>th</sup> April, 2022**  
**Justice Navindra Singh**

DR 30

This is the document marked ( )  
referred to in the Affidavit by  
DR 30 sworn before me Navindra Singh  
on the 22 day of April 2022

**ANAND SANASIE**

**.V.**

**SBF INTERNATIONAL INC. ET ANOR**  
**(56/21-JS, 57/21-JS and 58/21-JS)**

Mr. Motilall for the judgement creditor. Mr. Boston, S.C. for the respondents. Judgement creditor, Anand Sanasie present. Judgement debtor. Respondents present through Mr. Dorwain Bess.

**Justice Navindra Singh's Ruling**

On January 15<sup>th</sup>, 2021, the judgement creditor was granted judgement against SBF International Inc. and SBF Petroleum Inc. in the sum of US\$250,000, together with interest at the rate of 6% per annum from the 2<sup>nd</sup> of September, 2020 until the 15<sup>th</sup> January, 2021 and thereafter at the rate of 4% per annum until fully paid together with costs in the sum \$50,000 in high court action No. 2020-HC-DEM-CIV-FDA-810 and the sum of US\$850,000, together with interest at the rate of 6% per annum from the 2<sup>nd</sup> of September, 2020 until the 15<sup>th</sup> January, 2021 and thereafter at the rate of 4% per annum until fully paid together with costs in the sum \$50,000 in high court action No. 2020-HC-DEM-CIV-FDA-808 and the sum of US\$375,000, together with interest at the rate of 6% per annum from the 2<sup>nd</sup> of September, 2020 until the 15<sup>th</sup> January, 2021 and thereafter at the rate of 4% per annum until fully paid together with costs in the sum \$50,000

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in high court action No. 2020-HC-DEM-CIV-FDA-809.

The Respondents appealed the judgments to the Full Court and all the three appeals were dismissed or disallowed on June 29, 2021.

The judgement creditor claims that the said Respondents have willfully refused to settle the said judgements or any parts thereof since the date of judgement despite having the means to so do. The judgement creditor asserted that SBF International Inc. was the owner of the oil tanker Jubilee X Bornova and exhibited a certificate of Guyanese registry establishing that the vessel was registered to SBF International Inc. on November 9, 2016.

The judgement creditor further asserted that the director of SBF International Inc., Dorwain Bess, in an effort to frustrate these judgements falsely claimed to have sold the vessel to Milton Bradford on October 1, 2020 and further produced a fraudulent document entitled Memorandum of Agreement apparently evidencing that sale of the vessel on that date. The judgement creditor submitted that this can clearly be deduced from the fact that the vessel was only registered to Milton Brandon on February 16, 2021 and exhibited a certificate of Guyanese registry establishing that the vessel was registered to a Milton Brandon on February 16, 2021.

Dorwain Bess was examined as an officer of the respondents, SBF International Inc. and SBF Petroleum Inc. Mr. Bess produced a document entitled Bill of Sale which purports to represent that the vessel was being sold for the sum of GYD\$70,000,000.00; the document is unsigned but bears the date November 23, 2020. Mr. Bess also produced what he testified was a resolution of SBF International Inc. dated September 29,

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2020, which stated that he, Mr. Bess, was authorised to enter into an Agreement of Sale and Purchase on behalf of the company to sell the vessel for the sum of US\$600,000. The purported resolution of the company does not reflect that it has been filed in the commercial registry in Guyana. Mr. Bess further testified under cross examination that the ship was not really sold to whether it's Brandon or Bradford but was transferred to him to set off a debt owed to Brandon or Bradford and therefore the company did not actually receive any money from Brandon or Bradford.

The court finds that it cannot place any evidential value on the Memorandum of Agreement or Agreement of Sale as far as the alleged dates of creation of those documents for a number of reasons, to wit:-

1. The Bill of Sale is unsigned and bears a date far removed from the Memorandum of Agreement.
2. The Bill of Sale reflects a value for the sale that is just more than half of the value recorded in the Memorandum of Agreement
3. Since the Resolution has not been filed with the Commercial Registry, the Court has great doubt that even if there was such a Resolution passed that it was passed on the date recorded thereon.
4. What is indisputable, however, is that the vessel has been transferred and according to the Memorandum of Agreement the value SBF International Inc. would have received from that sale is US\$600,000.
5. Further the Memorandum of Agreement, the Bill of Sale nor the Resolution do not in any way

reflect that the transfer was being done to set off a debt as claimed by Mr. Bess.

6. The court finds that the only reliable evidence in respect to a date is the date of transfer according to the certificate of Guyanese registration which accordingly must be the date of the sale which is 32 days after the judgement was granted to the judgement creditor.

The court finds that SBF International Inc. would have received in excess, upon CAMBIO conversion, of GYD\$120,000,000.00 for the sale of the oil tanker, Jubilee X Bornova, after the judgements were granted to the judgement creditor, Anand Sanasie.

The judgement creditor asserted that SBF International Inc. was also the owner of the ship, Esperanza Real XMV Winchester and exhibited a certificate of Guyanese registry establishing that the vessel was registered to SBF International Inc. on August 22, 2014. The judgement creditor testified that efforts to locate the ship for the purposes of executing a levy proved futile. Inexplicably there exists a certificate of Guyanese registry establishing that the vessel was registered to Annabelle Energy Offshore Services Inc., a company in which Mr. Bess is also a director, also on August 22, 2014. Mr. Bess whilst testifying was very evasive as to the location of the ship currently essentially refusing to provide an exact location of the ship despite not saying that he did not know where the ship is located.

In these circumstances, the court finds that SBF International Inc. is in possession of a valuable asset to wit, Esperanza Real XMV Winchester, and therefore, has had and still has the means to satisfy the judgments obtained by the judgement creditor.

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The judgement creditor asserted that SBF International Inc. owned 4 vehicles to wit:- GWW 2650 registered to SBF International Inc., GEE 8455 which is registered to Martin Persaud, GPP 1534 which is registered to Yogata Singh and GKK 3498 registered also to Martin Persaud, which he has been unable to locate for the purposes of executing levies. Mr. Bess testified that GWW 2650 was sold by SBF International Inc. for \$4,000,000 and registered to Nolan Croal on April 13, 2021, some 3 months after the judgements were obtained by the judgement creditor. GEE 8455, according to the evidence, was sold by Martin Persaud to SBF International Inc. and it appears that it was transferred to Alpha Petroleum Trading Inc. and Mr. Bess, jointly, on March 26, 2021, more than 2 months after the judgements were obtained by the judgement creditor. GKK 3498, according to the evidence, was sold by Martin Persaud to SBF International Inc. and it appears that it was transferred to Alpha Petroleum Trading Inc. on March 26, 2021, more than 2 months after the judgements were obtained by the judgement creditor.

Mr. Bess has also acknowledged that SBF International Inc. was in possession of a number of guns. He testified that the monies were still owed for the guns to Larry Singh but failed to produce any documentary evidence to verify such a contention.

Mr. Bess contends that the judgement creditor removed monies from SBF International Inc. bank account between January and October 2020 and claims to be advised by Mr. Boston, S.C., his attorney-at-law, that such money should be credited as payment towards the judgement. This is highly disingenuous or absurd advice since assuming that such withdrawals were made, they were done months before the judgement and

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clearly would have been the subject of the litigation in which the judgement creditor obtained the judgement or were capable of being raised in such litigation. The court doesn't have those files before it to determine whether that is so done but such opportunity was clearly available to the judgement debtors.

Based on all the foregoing, the Court finds beyond a reasonable doubt that SBF International Inc. had sold assets and received money and from sale of assets after the judgement creditor obtained the judgement and therefore, willfully refused to settle the judgement in blatant disregard of his duties to so do in accordance with the Orders of Court.

It appears from the written submission that Mr. Boston, S.C. is submitting that the committal order cannot or at least should not be made without the Court first making an installment order should the court had found that the judgement debtor had the means. It is unnecessary, I find, to address those submissions in any detail since the provisions of Section 4 of the Debtors' Act, Cap 6:04 of the Laws of Guyana are clear and unambiguous in that if the Court finds that the judgment debtor had the means they can be imprisoned.

In the circumstances, the Court sentences Dorwain Bess to 6 weeks imprisonment and is to be taken into custody immediately. In addition, the Court orders costs in the sum of \$200,000 to the judgement creditor against SBF International Inc. in each of the judgement sums. That is the ruling of the court.

**Mr. Boston:** Can you grant us a stay of 7 days to the time when we will file an appeal against this order so we can seek a further stay before the Full Court?

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**Mr. Motilall:** Unless it is 7 days to raise the money, we do not consent.

**Mr. Boston:** The issue is not 7 days. The courts over the years have done so, granted a stay pending the filing of an appeal. So I'm asking can you give us a stay of 7 days so can file an appeal against this order and seek a further stay before the Full Court. Even though you may be of the view that the judgement is sound and it cannot be set aside, they are decided authorities where it was stated that even if the judge may be right, a higher court may prove that he is wrong.

**Judge:** Application for stay refused. These are judgement summons and at this point the Court has found that Mr. Bess has blatantly disregarded the Court orders and even admitted that he sold the vehicle, at least that one, for 4 million dollars and made no attempt to pay Mr. Sanasie a cent. So the application is refused.