

Angteeah v Bathfield and others
[Judicial Committee of the Privy Council]
[2019] UKPC 23

Facts: This is an appeal to the Privy Council against a judgement delivered by the Court of Appeal of Mauritius concerning the consequences of not obtaining permission from the Ministry (the lessor) for the transfer of the leasehold rights from the vendor (the lessee) to the purchaser which was a contractual requirement expressed in a sale agreement.

The Court of Appeal held that the sale agreement had lapsed because the contractual requirement for the obtaining of the Ministry's permission was a "condition suspensive" which had not been satisfied, and that the new lease obtained by the vendor conferred different rights from those which she had agreed to transfer to the purchaser.

Held: The appeal was dismissed and it was held that:

- (1) The general rule is that a written agreement for the sale and purchase of land in Mauritius, which sufficiently identifies the land to be sold and the price, operates as an immediate transfer of ownership;
- (2) This general rule is subject to any common intention of the parties to the contrary, to be gathered from the sale agreement such as a "condition suspensive";
- (3) A contract with no time limit for the satisfaction of a condition suspensive does not continue indefinitely and will lapse if the condition suspensive has not been satisfied within a reasonable time, in the absence of any express provision as to time for the satisfaction of that condition;
- (4) The contractual requirement to obtain the permission from the Ministry for the transfer of the leasehold rights from the vendor to the purchaser is a condition suspensive rather than a *terme suspensif* as the grant of permission was an uncertain rather than certain future event.

This summary is provided to assist in understanding the Court's decision and does not constitute legal advice. The full judgment of the Court is the only authoritative document.

Short summary

This is an appeal concerning the sale of leasehold land and the non-fulfilment of a contractual requirement in the sale agreement for the obtaining of permission from the Ministry for the transfer of the leasehold rights from the vendor to the purchaser. The appeal was dismissed because the sale agreement had lapsed as the contractual requirement to obtain permission from the Ministry is a condition suspensive which was not fulfilled within a reasonable time.