

IN THE HIGH COURT OF FIJI

At Labasa

Civil Jurisdiction

CIVIL ACTION NO. 0018 OF 2000

Between :

VANUALEVU HARDWARE (FIJI) LIMITED Plaintiffs

- and -

THE ATTORNEY GENERAL Defendant

Counsel : Mr. S. Sadiq for the Plaintiffs
Mr. L. Rabuka for the Defendant

Date of Hearing : 23rd January, 2007

Date of Judgment : 25th January, 2007

JUDGMENT

[1] In 1993 the Divisional Youth Officer, Northern, rented the first floor of a building in the centre of Labasa from the plaintiff company. Near the end of June 1999 the Youth Officer and staff vacated the premises. The rent was paid up till the end of June. Keys to the premises were returned.

[2] The plaintiffs, Vanualevu Hardware (Fiji) Limited (VHL) claim further rent for the months from July 1999 to February 2000. VHL alleges many keys were not handed over and the defendants, the Attorney General (acting on the behalf of the Government) should pay rent for the months they

washrooms. He continued to ask for the remaining keys, but none was forthcoming.

- [7] He states in February 2000 he asked for and was given a quotation to repair all damage. This is Exhibit 1. It includes "15 coconut door locks at \$15.00 = \$225.00, and 7 coconut doors at \$187.00 = \$1,309.00". Mr. Khan said that when the work was completed he paid, and produced Exhibit 2, two copy receipts to a total of \$9,500.00.
- [8] In cross-examination he stated that when the Divisional Engineer, Northern, made his inspection access could not be gained to several rooms because of the lack of keys ; this was between June and September.
- [9] Hakim Begg, the joiner and contractor gave supporting evidence. He gave corroborating evidence and in particular stated that some 7 to 8 doors were broken. This was from recollection, the quotation shows the provision for 7 doors. He stated he was not aware of any other quotations.
- [10] I accept the evidence of Bashir Khan I found him honest and reliable. What he said was consistent with Exhibit 1 and 2, the bundle of agreed documents and the evidence of Hakim Begg. I also accept the evidence of Hakim Begg. There was no serious challenge to what he said.
- [11] The central issue is for how many months could Mr. Khan say the premises had not been returned to him by the tenants as a result of the failure to return all their keys.
- [12] In my judgment he was entitled to the return of all keys and to unhindered access to all parts of the premises. That does not mean he could continue to claim rent until every key had been returned. He received 58 keys in June and required the remainder.

[17] Having heard counsel on the question of costs, I assess them at
\$4,000.00 (inclusive of VAT)

A handwritten signature in black ink, appearing to read 'R.J. Coventry', is written above a long horizontal line that serves as a signature separator.

(R.J. Coventry)

JUDGE