

IN THE HIGH COURT OF FIJI
AT LAUTOKA
[CIVIL JURISDICTION]

CIVIL ACTION HBC NO: 143 OF 2016

BETWEEN : **SIKELI MATAUNIUMA KOROISAU** of Tokatoka Vunaivi,
Saunaka village, Nadi School Teacher

PLAINTIFF

A N D **SULIANA QAVA, KAVEKINI NAVEI, ORISI VARO** and
APISAI DRIU all of Tokatoka Vunaivi, Saunaka village,
Nadi, domestic duties and farmers respectively

1ST DEFENDANTS

A N D **MOHAMMED IQBAL** of Ledrusasa, Votualevu, Nadi,
Businessman

2ND DEFENDANTS

A N D **ITAUKEI LAND TRUST BOARD** a body corporate formed
under iTaukei Land Act Cap 134

3RD DEFENDANTS

Appearances : Mr S Nacolawa for Plaintiff
 No appearance for Defendants

Date of Hearing : 15.7.2016

Date of Ruling : 15.7.2016

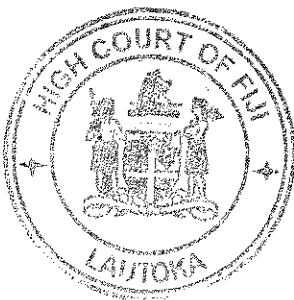
R U L I N G

1. This is an application filed by plaintiff as an urgent one under O.29.r.2 of the High Court Rules ('HCR'). In support of the application the plaintiff has filed an affidavit with documents marked as MTK1 – MTK 8.
2. The application is made under HCR, Order 29, rule 2, which reads:

'Where the applicant is the plaintiff and the case is one of urgency and the delay caused by the proceeding in the ordinary way would entail irreparable or serious mischief such application may be made ex parte on affidavit but except as aforesaid such application must be made by Notice of Motion or Summons.'

3. According to the plaintiff, he was given an offer for lease of the subject land for 30 years. The plaintiff accepted the offer and made full payment. The 3rd defendant prepared the Instrument of Tenancy for signing. The plaintiff has signed the document but the 3rd defendant is yet to sign.
4. It appears that the Defendant after accepting the first payment for the lease had changed their mind. The defendant is now offering only 2 acres to the plaintiff, which is contrary to the initial offer in which the plaintiff was offered 8.4621 HA.
5. The plaintiff on affidavit states that the defendants are bulldozing the land for development after earmarking the land for the plaintiff.
6. I am satisfied that there is urgency in the matter. I am also satisfied that if the defendant are not restrained by an injunction from bulldozing the land, serious mischief would entail to the plaintiff.
7. The Plaintiff is a teacher and has given undertaking as to damages. He states that he is able to pay any damages that would be caused to the defendant in the meantime if the court later finds that the plaintiff should have obtained the injunction. I am satisfied with the undertaking given by the plaintiff.

8. I therefore, having considered the application, affidavit in support and submissions made in court, grant order 1 as sought in the ex parte Notice of Motion filed 14 July 2016.
9. This order together with all documents must be served to the 1st and 2nd defendants forthwith.
10. The matter is adjourned for mention at 9.30 am on 05.08.2016.



M H Mohamed Ajmeer 15/7/16
.....

M H Mohamed Ajmeer

JUDGE

**At Lautoka
15th July 2016**