

IN THE HIGH COURT OF FIJI

WESTERN DIVISION AT LAUTOKA

CIVIL JURISDICTION

CIVIL ACTION No. HBC 249 OF 2016

BETWEEN : **GANESH SAMI** formerly of Legalega, Nadi, but currently residing in Sydney, Australia, Nurse.

FIRST PLAINTIFF

AND : **SHIVNESH SAMI** currently of Legalega, Nadi, Pundit.

SECOND PLAINTIFF

AND : **I-TAUKEI LAND TRUST BOARD** is a Statutory Board having its registered office at 431 Victoria Parade, Suva.

FIRST DEFENDANT

AND : **RATU TAITO LOU NALUKUYA** of Saunaka Village, Nadi, Landowner.

SECOND DEFENDANT

AND : **SHIVANI NAIR** of Legalega, Nadi, Domestic Duties.

THIRD DEFENDANT

Appearances : Ms Baleilevuka U. for Plaintiffs
Non-appearance for Defendants

Date of Hearing : 3 October 2017

Date of Ruling : 3 October 2017

R U L I N G

[01] This is an *ex-parte* notice of motion filed by the plaintiff in conjunction with an affidavit sworn by Ganesh Sami, the first plaintiff (“Application”). He has also filed a supplementary affidavit in support of the application. The application is made pursuant to Order 20, Rule 10 of the High Court Rules (“HCR”), which provides:

“10. Clerical mistakes in judgments or orders, or errors arising therein from any accidental slip or omissions, may at any time be corrected by the Court on motion or summons without an appeal.”

[02] By this application, the plaintiff seeks an order among other things:

“(a) That the Native Lease Agreement for Lease TLTB Ref No. 10/7841 stipulated in the said order granted by this Honourable Court on 23rd of August, 2017 be varied to Agreement for Lease TLTB Ref No.6/10/41103.”

[03] The plaintiff obtained a judgment in his favour following a formal proof hearing. The court granted the judgment as per relief sought in the statement of claim. The claim relates to the **Native Lease Agreement for Lease TLTB Ref No. 10/7841**.

[04] The plaintiff seeks to amend the judgment of the court where he intends to replace the Lease Reference number-**Native Lease Agreement for Lease TLTB Ref No. 10/7841** mentioned in the judgment with the **Agreement for Lease TLTB Ref No.6/10/41103**, which is completely different from that was given in the claim. The lease reference number referred to in the judgment is correct reference number as stated in the statement of claim.

[05] I have granted relief as asked for. The judgment relates to the Agreement for Lease TLTB Ref No. 10/7841. The plaintiff should have amended the statement of claim before the judgment is pronounced if he had stated the incorrect TLTB Ref number. The plaintiff does not describe the land which his claim relates to.

[06] The plaintiff is now asking the court to amend the reference number mentioned in the judgment. The court granted the judgment in accordance with the claim.

[07] The court cannot amend the judgment exercising the slip rule. The slip rule cannot apply here because there is no slip in the judgment as the judgment was given as asked for. There is no clerical mistake in the judgment or errors arising therein from any accidental slip or omissions to be amended without appeal pursuant to rule 10.

[08] I would, therefore, refuse to amend the judgment. Application to amend the judgment is refused.

Final Outcome

Application to amend judgment refused.

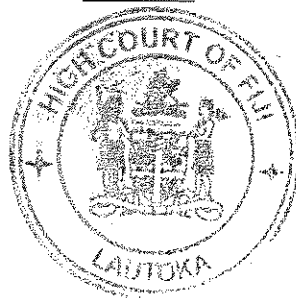
M.H. Mohamed Ajmeer
3/10/17

M.H. Mohamed Ajmeer

JUDGE

At Lautoka

3 October 2017



Solicitors:

For plaintiffs: M/s Baleilevuka & Associates, Barristers & Solicitors