

**IN THE HIGH COURT OF FIJI**  
**AT LABASA**  
**CRIMINAL JURISDICTION**

**Criminal Case No. HAC 60 of 2016**

**STATE**

**V**

**ARTIKA ANJANI**

**Counsel:** Mrs. D. Kumar for the State

Mr. A. Kohli for the Accused

**Dates of Hearing:** 06, 07, 08, 09 10 August 2018

**Date of Summing Up:** 14 August 2018

**Date of Judgment:** 14 August 2018

**JUDGMENT**

1. The accused faced trial in this Court on the following two Counts.

**FIRST COUNT**

***Statement of Offence***

**THEFT:** Contrary to section 291(1) of the Crimes Act 2009.

### ***Particulars of Offence***

**ARTIKA ANJANI** between the 30<sup>th</sup> day of August 2016 and the 14<sup>th</sup> day of September 2016 at Seaqaqa in the Northern Division, with the intention to permanently deprive, dishonestly appropriated approximately \$43,000 belonging to Post Fiji.

### **SECOND COUNT**

#### ***Statement of Offence***

**ARSON:** Contrary to section 362(a) of the Crimes Act 2009.

### ***Particulars of Offence***

**ARTIKA ANJANI** on the 14<sup>th</sup> day of September 2016 at Seaqaqa in the Northern Division, willfully and unlawfully set fire to a building or structure which accommodated amongst others, Post Fiji.

2. After trial and after being reminded of the evidence and directed on the law, three assessors returned with unanimous opinions of guilty on each charge.
3. The facts revealed at trial are that in the year 2016 up until September 14<sup>th</sup>, the accused was the sole charge in the Seaqaqa Post Office as the Post Mistress. In August of that year she came to know that an unknown person was offering loans on line at very low interest rates. Desirous of a loan to finance the purchase of a property, the accused contacted the name given to her and she was offered a loan of \$150,000. The condition of the loan she was told that she was to pay \$50,000 in fees and she was given the name of the lender's agent, a resident of

Sigatoka. This man, called Jonetani arranged with the accused for her to send the \$50,000 to him by way of installments.

4. Between the end of August and the 14<sup>th</sup> September 2016 the accused sent \$43,000 to Jonetani. It was not hers however; it was all money belonging to the Post Office.
5. The Finance Officers of the Post Office in Labasa and Suva knew that she was holding approximately \$43,000 of Post Office money but they had no idea that she had disbursed it. Their final demand was made on 14<sup>th</sup> September 2016. That night, the Post Office burnt to the ground.
6. The night of the fire the Post Office Divisional Manager Northern attended the scene where he found the accused in the on-looking crowd. It was there and then that she told him that she had prepared the \$43,000 to be sent to Labasa but she had locked it in a wooden cupboard and it was now presumably destroyed in the fire.
7. On being alerted to the sums of money sent by the accused by way of Telegraphic Money Orders (TMOs) to Jonetani; such sums amounting to the sum of money outstanding from Seaqqa, Post Office officials informed the Police.
8. As a result two senior officers came from Police Headquarters in Suva to interview the accused under caution. That interview took place in Labasa on the 17<sup>th</sup> and 18<sup>th</sup> November 2016.
9. In the interview the accused freely admitted using the Post Office money in her pursuit of the on-line loan and she also admitted setting the Post Office Building alight. She said she

used a candle that she had brought from home and lit it in the wooded cupboard underneath the counter.

10. She repeated these admissions to an independent Labasa notable, when he came to ask her about the treatment by the Police.

### **Defence case**

11. In her evidence the accused freely admitted to the Court that she had used the \$43,000 Post Office money without their consent. She used it to obtain a loan of \$150,000 and she was intending to repay the Post Office from the proceeds of this loan. She vehemently denied setting the fire that razed the Post Office Building.
12. She told the Court that she was threatened by one of the Suva Officers at the interview and as a result of the threats she just nodded her head when asked if she lit the fire. The details about the candle were fabricated by the Police.
13. She was also denied her right to Legal Counsel when the Police put her in touch with a Legal Aid Counsel instead of her request for a named private practitioner.
14. She stressed her intention to repay the Post Office out of the proceeds of the loan she expected to receive.

### **Discussion**

15. The Court is of the view that the Prosecution case was overwhelming. The record of interview containing admissions to

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both counts was admitted into evidence after a voire dire enquiry. (See separate Ruling dated 06.08.18).

16. The Court did not believe that she had been threatened nor that she was denied access to her legal counsel of choice.
17. Absent the record of interview, there was strong circumstantial evidence that the accused had set the fire. Her superiors were demanding that she send the money, which she didn't have and she had no way of explaining where it was. Having the money destroyed in a fire was a very convenient resolution to her predicament.
18. Much was made by the defence of her stated intentions in the cautioned interview to repay the sums used by the accused once she had secured the \$150,000 loan. This avowed intention can be defeated on two counts. First, the provisions of Section 300 of the Crimes Act 2009, abrogates the normal theft element of intention to permanently deprive; she having treated the P.O. funds as her own without the authority of the Post Office and secondly it is fallacious to say that she would repay the Post Office from monies that she was expecting in the future . The loan in fact never came.
19. It was evidenced in the trial that the promises of a cheap loan were bogus and the machinations of a fraudster in France or perhaps Africa. The so called documents that were produced before the Court were easily seen to be bogus and very amateurishly compiled. It is sad that the accused was so gullible and deceived but that sympathy does not detract from her blatant criminal acts of theft and arson.

**Conclusion**

20. The Court has no hesitation in agreeing with the unanimous opinions of the assessors and finds that the prosecution has proved the case against the accused on both counts beyond reasonable doubt.
21. The accused is found guilty of theft and arson as charged and is convicted on both counts accordingly.
22. That is the judgment of the Court.



**P. K. Madigan**

**Judge**



At Labasa

14 August 2018