IN THE HIGH COURT OF FIJI
IN THE WESTERN DIVISION
AT LAUTOKA

CIVIL JURISDICTION

Judicial Review No.: 01 of 2015

BETWEEN : **AISAKE RAVUTUBALENANITU** of Tagitaginatua, self-employed for an **on behalf of himself and the members of the Mataqali Navusabalavu, of Tavualevu Village,** in the District of Tavua, Province of Ba.

APPLICANT

AND : **ITAUKEI LAND TRUST BOARD** a body corporate duly constituted under the iTaukei Land Trust Act, Cap 134 and having its registered office at 361, Victoria Parade, Suva.

RESPONDENT

Appearances : **Mr. Niko Nawaikula for the applicant**
(Ms.) Elenoa Raitamata for the respondent

Hearing : **Tuesday, 24th September, 2019.**

Ruling : **Friday, 07th February, 2020.**

RULING

[A] INTRODUCTION

(01) The applicant filed this case for judicial review against the decision taken by the respondent to renew eleven Native leases.

(02) The applicant originally filed this case by way of writ of summons on 2nd May, 2010 in HBC 98 of 2012. The applicant sought a declaration that *the respondent acted ultra vires its powers in renewing the eleven leases which is null and void and of no effect, a declaration that the respondent acted unlawfully and contrary to section 9 of the iTaukei Land Trust Act (iTLTA), acted negligently in breach of its statutory duty and contrary to the interests of the native owners in renewing eleven leases without obtaining prior consent of the native owners.*

(03) The applicant having obtained leave on 15th July, 2015, filed summons on 07th April 2016 for Judicial Review seeking orders in the nature of Writ of Certiorari to quash the decision taken by the respondent to renew eleven (11) leases and a Writ of Mandamus directing the respondent to vest the land contained in the 11 leases with the applicant who represents Mataqali Navusabalavu of Tavualevu Village in the district of Tavua and province of Ba.

(04) This case was heard by J. Sapuvida and his Lordship placed reliance on section 16 of the iTaukei Lands Act. Hence the application for judicial review filed against the respondent was dismissed with costs. His Lordship did not make a decision with regard to the legality and/or illegality or the vires of the act of renewing eleven leases.

(05) Being aggrieved by the said decision, the applicant filed an appeal against the judgment delivered on 28/06/2017 by J. Sapuvida dismissing the applicant's application for judicial review on the ground that the court has no jurisdiction to determine issues that have arisen out of claims made by Mataqali.

(06) The Court of Appeal held that the High Court has the jurisdiction to hear the case because no dispute has arisen between Fijians and the dispute arose between the Mataqali and iTaukei Land Trust Board. The Court of Appeal further held that therefore, the learned Judge could not have invoked the provision of section 16 of the iTLTA. The Court of Appeal allowed the appeal and set aside the judgment of Justice Sapuvida delivered on 28/06/2017. The case was sent back to the High Court for re-hearing.

(07) The case was re- heard before me on 24/09/2019.

[B] FACTS

(01) In this case, a dispute has arisen between Mataqali and iTaukei Land Trust Board. The applicant is seeking a declaration that the decision taken by the respondent to renew eleven leases is null and void and seeks orders in the nature of Writ of Certiorari to quash the decision taken by the respondent to renew eleven leases and a Writ of Mandamus directing the respondent to vest the land contained in the eleven leases with the applicant who represents Mataqali Navusabalavu of Tavualevu Village, in the district of Tavua and province of Ba.

(02) The facts of this case are fully recited in the decision of Justice Sapuvida and I cannot do better than to adopt the summary of the relevant facts from the decision of Justice Sapuvida.

Background Facts

- *The Applicant brings this action on behalf of himself and on behalf of the majority members of* ***Mataqali Navusabalavu.*** *Annexure "AR1" of the Applicant's Affidavit contains the signatures of 79% of the Mataqali members or 109 adults that have been confirmed by the Ba Provincial Council to constitute 79% of the Mataqali.*

- *The one and only reason why the Applicant Mataqali is bringing this action for Judicial Review is because the Respondent defaulted on its promise and undertaking not to renew the 11 leases to make way and allow for a new village at the site and related amenities and the necessary cultural and customary planting reserve in the surroundings area. The collection of documentary evidence that confirm where the promise and undertaking given by the Respondent and consequential actions by Government and Statutory Authorities are as follows; (i) Letter by the Respondent dated 18th November 1998 – annex "AR7", (ii) Scheme Plan lodged pursuant to that purpose and approved by Town and Country Planning dated 23rd November, 1998 – annex "AR9", (iii) Letter dated 17th April 1999 from the Minister of Housing to Housing Authority – annex "AR11", (iv) Letter dated 13th March, 2002 from the Prime Minister's Office to Minister for Home Affairs – annex "AR16", (v) Letter dated 4th June, 2012 – annex "AR44".*

- *The Applicant explains in paragraph 21 of his Affidavit that in November 1998 the Mataqali briefed a Management Team of iTLTB of their intention to acquire initially 3 leases from the area for the establishment of their new village site. It is common knowledge even in 1998 that Tavua village that is located in the middle of Tavua Town cannot expand because its boundaries are blocked by Tavua town. The Plaintiff Mataqali had then already built an office complex and village community hall on the site in an area that was returned after the lease expired.*

- *The positive response from iTLTB management was overwhelming and a letter of support was written by one of its managers Mr Joreti Dakuwaqa (Annex AR7) dated 18th November, 1998 directing the Town and Country Planning to support the Applicant Mataqali's application for a scheme outlining the village site and its amenities. The letter stated, "we are therefore supportive of their wish to have their land reserved for them." The letter also indicated an inclusion of three more leases; 4/4/870, 4/4/307 and 4/4/299 that were to be purchased or for the landowners to acquire when the respective lease term expire.*

- *Another meeting had been held immediately after the letter of 18th November, 1998 at the same facilities. Those present from the Respondent management team were Semi Tabakanalagi, Manager Western - Soloveni Masi, Estate Manager Tavua and Alanieta Vakatale- Legal Officer. The photograph [Annexure AR8] submitted by the Applicant to show these individuals at the meeting that was conducted again at the same office complex. The purpose of the meeting was to further assess the needs of the Mataqali on the proposed project and it was during this meeting that the*

Applicant and Respondent agreed that the 11 leases that is the subject of this action were to be acquired either through purchase or for the Applicants have to await of their current terms to expire.

- *From that meeting, and because of the undertaking made by letter dated 18th November, 1998, the Applicant was able to draw up the proposed village housing scheme containing 44 residential blocks, playground, existing admin and office complex, some commercial blocks and provision for school, post office and police post. The scheme plan was submitted and approved by the Director of Town and Country Planning on 23rd November, 1998 [Annexure AR9].*

- *The area marked yellow in "AR9" is where the Applicant Mataqali has built its office complex [AR7 – completed in 1998], the women's hall {AR12-completed in 2001], the Training Centre [AR13 – completed in 2002], the Village Hall [AR14 – completed in 2000]. The surround areas marked green and white cover the 11 leases to be purchased or to await expiration to cater for residential blocks, commercial blocks, playground & other amenities to supplement the areas already acquired and facilities already built.*

- *As already noted annexure "AR2" and "AR4" further clarifies the location of the lands and 11 leases to be returned, that is orange where the existing complex (office, hall and training centre) are located, green for the village house blocks and yellow for other amenities [school, police post, health centre and university centre] and village planting reserves.*

- *In 1999, the Applicants attempted to negotiate the purchase of an un-expired lease that was already reserved and indicated in the Respondents letter of 18th November, 1998 [AR7] namely lease 4/4/299. In the annexure "AR2" the area is coloured green being the proposed area for the village residential blocks. Annexure AR10 is a true copy of the Sales and Purchase Agreement for Native Lease No. 4/4/299 between the owners Ranganadan, Krishna Reddy and Ram Lingam and the Trustees of the Plaintiff Mataqali housing scheme [see Annexure AR10]. The purchase price was $141,458.00 that the Applicant Mataqali could not afford and they instead opted to wait for its expiration in the year 2010.*

- *On 27th April, 1999 [Annex AR11] the Minister of Local Government and Housing wrote to the Housing Authority, from where the Plaintiff Mataqali was getting its funding, to show support for the project noting in particular, "the plight of the members of the Mataqali Navusabalavu is that the existing Tavualevu Village is showing signs of overcrowding hence the need for the housing project.*

- *With funding from Housing Authority the Plaintiff Mataqali was unable to complete office complex [AR7 – completed in 1998], the women's hall [AR12 –completed in 2001], the Training Centre [AR13 – completed in 2002], the village hall [AR14 – completed in 2000]. The remaining areas under the scheme for the residential blocks*

and planting reserve were to await the expiration of the 11 leases. All these leases were known to expire in 2010.

- *Based on the undertaking given by the Respondent that was the reason also for the approval for the Director of Town and Country Planning the Plaintiff Mataqali continued in their efforts to secure the services necessary to support their scheme including negotiation for the approval of the setting up of the Police post in the area. Annexure AR16 is a true copy of letter dated 16th October, 2002 from Marieta Rigamoto the Assistant Minister in the Prime Minister's Office directed to the Minister of Home Affairs asking for his assistance to the Plaintiff Mataqali on procedure to follow to set up a police post.*

- *On 15th September, 2009 [Annex AR17] the Plaintiff Mataqali wrote to the Respondent to remind it of their mutual agreement for the acquisition of the area for their village site as approved by the Director Town and Country Planning. This letter was received by the Respondent on 13th October, 2009. In it the Applicant stated that the Director Town and Country Planning has approved of their scheme. The Plaintiff Mataqali was also asking the Respondent not to renew the leases coming within the scheme for that very soon.*

- *The Applicant Mataqali wrote another letter to the Respondent on 8th February, 2010 that was received by the Respondent on 10th February, 2010 [Annex AR18] expressly asking the Respondent not to renew native leases No. 4/4/299, 4/4/268 and 4/4/254. In that letter the Plaintiff Mataqali had expressly reminded the Respondent that they need such land for their village housing scheme site in accordance with Section 9 of the Native Land Trust Act, Cap 134.*

- *The Applicant Mataqali followed up that letter by writing directly to the Prime Minster and Chairman of iTLTB, about the 11 leases, on 7th June, 2010 [Annex AR19] in this letter, Plaintiff Mataqali was expressly asking the Prime Minister "to stop iTLTB, not to renew the 11 leases so that it can be reverted back to the landowners for their use, maintenance and support as required under Section 9 of the Native Land Trust Act, Cap 134. These leases allocated within close proximity to our existing village development project facilities are constructed i.e. community hall, office, church and rest home. We have been waiting patiently for the above leases to expire so that we can fulfill our development proposal."*

- *The Applicant Mataqali then wrote directly to the Respondent by letter dated 24th June, 2010 [Annex AR20] that was received by the Respondent on 25th June, 2010. In this letter the Applicant Mataqali was referring back to the previous meeting it held with the Respondent on the 8th of June, 2010 on its request not to renew the 11 leases. It reminded the Applicant as well that the development has been approved by the government in 1998 and they are waiting patiently for the lease expires to carry out their development. The Mataqali also pleaded with the Respondent to honour the*

Prime Minister's directive that was announced in the Fiji Sun of 19th June, 2010 that iTLTB should give special consideration to the landowners who wish to lease their own land for use, maintenance and support and for sub-division project. The Respondent replied by letter dated 28th June, 2010 to say that the request has been dealt with, it will write in due course.

- *On 6th July, 2010 the Applicant Mataqali through its Solicitor issued notices for vacant possession [Annex AR22] on two tenants, 4/4/254 and 4/4/266, whose leases had been expired on13th June, 2010. The Applicant Mataqali explained the leases will not be renewed because they required it for their own use under Section 9 of the Native Land Trust Act, Cap 134. It was beginning to become obvious on this stage that the Respondent may not act according to its undertaking and support that was evidenced by its letter to the Director Town and Country Planning dated 18th November, 1998. The situation was becoming precarious because all the leases were due to expire in 2010 and the Mataqali was really getting worried about iTLTB's lamentable actions.*

- *To force the issue, the Plaintiff Mataqali lodged an application to the Respondent dated 10th July, 2010 [Annex AR23] to lease the whole area required for their development which at the time had 16 leases that were expiring in 2010. On 11th July, 2010 the Plaintiff Mataqali wrote a letter to the Respondent that was received by it on 12th June, 2010. This letter was about 4 of the 11 leases [4/4/268, 254,266] that were due to expire on 13th June, 2010. In this letter, the Applicant Mataqali advised the Respondent that it had already allocated the 4 leases to the families within the Mataqali.*

- *On 12th July, the Plaintiff representative of the Mataqali, Aisake Ravutubananitu, personally attended the iTLTB Manager, Mr Soloveni Masi of Lautoka. Mr Masi's advice was that the better option for the landowners was for each individual to apply for lease and he undertook to Mr Ravutubananitu at the meeting he will approve the application and advised once the lease is granted they can decide to surrender whatever portion they want for development. The Plaintiff Mataqali members acted on the advice by Mr Masi and they lodged 11 separate application for the 11 leases [4/4/299, 268, 254, 266, 544, 840, 872, 1236, 255, 599 and 871] [Annex AR25]. For this exercise the Plaintiff Mataqali has paid the total of $618.75.*

- *After lodging its application to lease the whole area, the Plaintiff Mataqali began issuing notices [annexure AR26] against the tenant under Section 9 of the Native Land Trust Act, Cap 134 to indicate they will need the subject land for their own use, maintenance and support. On 19th July, 2010 the Plaintiff Mataqali wrote to the Manager iTLTB, Mr Soloveni Masi thanking him for accepting their initial application and submitting a further application to complete their requirement of the areas they need for their development of village site, commercial blocks, area for community purposes and residential site. As they were doing this the villages were also notifying tenants of expired leases within that area that the leases will not be renewed as they required the land for their use, maintenance and support.*

- *The Applicant Mataqali members were surprised to receive letters, the first one came their way on 23rd & 24th November, 2010 [Annex AR30 & AR31] that iTLTB will not consider their request. The letter was signed by none other than Mr Soloveni Masi who clearly was reneging on his promise and undertaking. In this letter of 23rd November, 2010 he advised one of the landowner Applicant Seremaia Ravutubananitu that iTLTB was considering leasing the land that he applied for, that is 4/4/259, not to the previous tenant who had migrated at the time but to a total stranger Mr Harmindar Singh under a new file no. 4/4/10418.*

- *Mr Soloveni Masi followed that up with another letter on 24th November, 2010 [Annex AR31] to the trustees of the Mataqali to inform its application (to lease the area) has been refused. The letter contained what appears to be the real reason behind iTLTB's change of position. The reason as expressed in that letter is its desire to renew leases in accordance with Government Policy to resurrect the sugar industry. On 15th December, 2010 [Annex AR32] the Applicant replied to the Respondent expressing total disappointment and reminding the Respondent its obligation to their needs under Section 9 of the Native Land Trust Act, Cap.134.*

- *The Applicant Mataqali then consulted the Solicitor and on 10th February, 2011 [Annex AR33], the Solicitor wrote to the Respondent a comprehensive letter reminding the Respondent of its undertaking and support since 18th November, 1998 on the establishment of the new village site, the approval by the Director Town and Country Planning and the support of the Prime Minister's Office and other statutory authorities for the relocation from Tavua to the proposed new village site. It is important to note that in this letter the Applicant Solicitor annexed for the Respondent knowledge and information : (1) the copy of letter by iTLTB dated 18th November, 1998 to the Director Town and Country Planning support the village development, (2) the copy sake and Purchase Agreement dated 15th April, 1999, (3) the copy scheme plans for the village development approved on 27th November, 1998, (4) the copy of letter dated 27th April, 1999 from the Minister of Local Government to Housing Authority and (5) the copy of letter dated 25th September, 2006 from the Minister of Fijian Affairs supporting the development.*

- *On 15th May, 2011 [Annex AR42], the Applicants through their lawyer wrote directly to the Prime Minister and Chairman of the Respondent Board to complain about a statement uttered to them by its Manager Western, Mr Soloveni Masi that; "NLTB will renew all leases in this area never mind what the Mataqali members ask or what they want". The Applicant however, continued with their effort to establish their new village site in accordance with their scheme plan and on 4th June, 2012 [Annex AR44], the Director Town and Country Planning wrote to them to say their scheme is still valid and approval is extended for a further two years.*

- *There was no further communication from the Respondent but the Applicant heard in 2012 that the leases were renewed and on 2nd May, 2012 the Applicant commenced action initially as a Writ that was later converted to this Judicial Review.*

(03) It appears that the respondent has not filed an affidavit in opposition to the summons for judicial review. The affidavit filed in opposition is dated 27th October, 2015. The affidavit was filed in response to the affidavit of the applicant dated 20th January, 2015 and statement issued under O.53 r.3. (The application for leave to apply for judicial review.)

[C] DISCUSSION

(01) The applicant filed this case for judicial review against the decision taken by the respondent to renew eleven Native leases. Judicial review is not an appeal from a decision but a review of the manner in which the decision was made.

(02) The grounds, relied upon by the applicant, are that the respondent in reaching the decision to renew eleven Native leases had;

- erred in law.
- took irrelevant considerations into account.
- acted in breach of the applicant's legitimate expectation.
- reached a decision which was unreasonable.

(03) **As the first preliminary point,** it should be pointed out that the tenants of the renewed eleven Native leases are not named as parties to the proceedings. The action brought by the applicant against the respondent is based on the renewed eleven Native leases. Before this court makes a declaration of the respondent's decision to renew the eleven Native leases, the tenants of the said eleven leases should be heard, on the matters of fact and law which will determine the outcome of the proceedings because the decision of the court will affect their rights and interests. Therefore, they should be given a reasonable opportunity to present their point of view and their case fully and fairly and to respond to the facts presented by the applicant. It is material to a proper resolution of the case which is before me.

(04) **As the second preliminary point,** I note that the applicant after having obtained leave on 15/07/2015 to make an application for judicial review filed summons for judicial review on 07/04/2016. This was eight months and twenty two days after the grant of leave to move for judicial review.

(05) Order 53, r.5 of the High Court Rules, lays down the procedure to be followed and prescribes the time limits to move for judicial review after the grant of leave.

Order 53, r.5 provides;

> ***Mode of applying for judicial review (O.53. R.5)***
> *5. (1) When leave has been granted to make an application for judicial review, the application shall be made either by originating motion or by originating summons.*

(2) The notice of motion or summons must be served on all persons directly affected and where it relates to any proceedings in or before a court and the object of the application is either to compel the court or an officer of the court to do any act in relation to the proceedings or to quash them or any order made therein, the notice or summons must also be served on the court officer or registrar of the court and, where any objection to the conduct of the judge is to be made, on the judge.

(3) Unless the judge granting leave has otherwise directed, there must be at least ten days between the service of the notice of motion or summons and the day named therein for the hearing.

(4) A motion must be entered for hearing within 14 days after the grant of leave.

(5) An affidavit giving the names and addresses of, and the places, and dates of service on, all persons who have been served with the notice of motion or summons must be filed before the motion or summons is entered for hearing and, if any person who ought to be served under this rule has not been served, the affidavit must state that fact and the reason for it: and the affidavit shall be before the Court on the hearing of the motion or summons.

(6) If on the hearing of the motion or summons the Court is of opinion that any person who ought, whether under this rule or otherwise, to have been served has not been served, the Court may adjourn the hearing on such terms (if any) as it may direct in order that the notice or summons may be served on that person.

(Emphasis added)

(07) According to Order 53, r. 5(4), a motion must be entered for hearing within 14 days after the grant of leave. The applicant filed summons for judicial review eight months and twenty two days after the grant of leave. There had been no substantial compliance with Order 53, rule 5(4). Following grant of leave to move for judicial review, the applicant failed to file the summons for judicial review within the time stipulated by Order 53, rule 5(4). The application for judicial review has not been properly made. The summons filed is out of time. As stated, the respondent has not filed an affidavit in opposition to the summons for judicial review. Thus, the respondent has not taken any step in the proceedings following grant of leave to move for judicial review. Therefore, the respondent has not submitted to the court's jurisdiction.

(08) The applicant's failure to comply with Order 53, rule 5(4) is a fundamental defect which cannot be rectified simply by the use of the court's discretion and the non-compliance vitiates the entire proceedings.

(09 Dealing with this aspect of the matter, Lord Woolf, the Master of the Rolls in **Arbuthnot Latham Bank Ltd v Trafalgar Holdings Ltd & Others**[1] on importance of observing time limits said:

"Litigants and their legal advisers had therefore to recognize that in the future any delay which occurred would be assessed not only from the point of view of the prejudice caused to the particular litigants whose case it was, but also in relation to other litigants and the prejudice which was caused to the due administration of justice.

The existing rules contained time limits which were designed to achieve the disposal of litigation within a reasonable time scale. Those rules should be observed."

(10) In **R v Institute of Chartered Accountants in England and Wales ex parte Andreou,**[2] an application was made to file summons for judicial review out of time stipulated by Order 53, rule 5 (4).

Popplewell J refused the application and on appeal Henry L.J in the Court of Appeal held:

> *"(1) The purpose of the procedure governing applications for judicial review is to provide a simplified and expeditious means of resolving disputes arising in the field of public law.*
>
> *(2) This purpose would be frustrated if the relatively leisurely and casual approach to time-limits which characterizes civil litigation in the field of private law were to be adopted in the field of public law.*
>
> *(3) Therefore, notwithstanding that the error had been entirely that of the applicant's lawyers, (a) Popplewell, J had been right to dismiss the application for an extension of time within which to begin the substantive application for judicial review; and (b) the application for leave to appeal against that decision should be dismissed".*

(11) In his judgment Henry L.J talks of the meaning and importance behind Order 53 r.5 (4) which His Lordship says is expressed in **"mandatory terms"** and not a mere matter of **"technical matter of rules"**

Henry L. J at p560 said:

> *"The power to extend the Order 53, r.5(5) requirement for the entry of the motion for hearing, which is expressed in mandatory terms – "A motion must be entered for hearing within 14 days after the grant of leave" – is to be found in Order 3, r.5 of the Rules of the Supreme Court, the note to which contains this passage:*

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[1] *The Times, Law Report 29,12.97 at p.49*

[2] *Adm. Law Reports March 19, 1996 p.557*

"The provision of a chronological list of events leading to the delay, which omits any explanation of the delay, will not justify an extension of time: Order 3, r.5 is not to be used merely as an 'escape route' where practitioners have not been prompt dealing with cases (Smith v. Secretary of State for the Environment (1987) The Times, July 6, C.A.)".

(12) The following passage from Henry L.J's judgment (at p562-563) hits the nail on the head and brings to the fore the importance of time-limits in public law vis-à-vis private law:

"Public law deals with the identification and redress of public wrongs generally in disputes between the citizen and the State or its institutions. It provides under Order 53 a simplified and expeditious procedure which is essential to enable the Crown Office List fulfilling its purpose, while recognizing both the general importance of the issues at stake and the large numbers often potentially affected by them, and the necessity for an early resolution of them. If "normal" private law delays the private law's relaxed attitude to rules and time-limits creep into the Crown Office List, then the delays in that list will build to the point that it can no longer properly perform the important public duty entrusted to it. Public law litigation cannot be conducted at the leisurely pace too often accepted in private law disputes. As has been pointed out in relation to the Woolf interim report on "Access to Justice", what is wrong in private law is often not so much the time-limits for individual steps laid down, but the fact that they are routinely not enforced. This case may be an example of just such a bad habit. It would be clear to any lawyer that there must be a time-limit for service of the notice of motion for which leave had been given and if time-limits in private law were routinely in force, then the next step for any lawyer would inevitably have been to look up that time-limit.

Henry L.J goes on to say at p563 that:

".....it is clear from the authorities that you cannot simply read the principles set out in Costellow into a judicial review context. Sir Thomas Bingham, MR, who was presiding over the Court in Costellow made it clear" in Reglabourne case (below).

(13) The following passage of Sir Thomas Bingham, MR in **Regalbourne Limited v East Lindsey District Council**[3] is worthy of note:

"I cannot of course speak for the other members of the court, but I can speak for myself when I say that I did not have in mind, or regard my judgment [in Costellow] as applicable to, an application for leave to appeal out of time, let alone a application for extension of time to appeal against the decision of a

[3] *(1994) Admin. L.R. 102*

statutory tribunal in the public law context. I do not accept that the same principles apply in all those situations.

In this case the appellant seek to challenge the decision of a statutory tribunal. They did not comply with a clear and short-time limit. In this context the reasonable requirements of public administration have a significance which is absent in ordinary inter partes litigation. By contrast, prejudice may assume a rather small significance. But most importantly, there is in this context a different statutory framework and the court must do its best to give effect to the intention of Parliament in the particular context before it.

(14) For the above reasons and in the light of the authorities, the application for judicial review is dismissed and the relief is refused.

ORDERS

(1) The application for judicial review is dismissed.

(2) In the circumstances of this case, I make no order as to costs.

HIGH COURT OF FIJI
LAUTOKA

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Jude Nanayakkara
[Judge]

At Lautoka
Friday, 07th February, 2020