

**IN THE HIGH COURT OF FIJI  
(WESTERN DIVISION) AT LAUTOKA  
CIVIL JURISDICTION**

**CIVIL ACTION NO. HBC 85 OF 2022**

**BETWEEN** : **KING ANWAR HUSSAIN** of Lot 12, Drift Road, Level 3 Office 4.  
**PLAINTIFF**

**A N D** : **CO OPTED COMMITTEE OF THE ASSOCIATION OF THE FANTASY  
ISLAND LESSES**  
**1<sup>ST</sup> DEFENDANT**

**A N D** : **ABBAS ALI** Managing Director of Juxta Beach Fiji Pte Ltd, Fantasy  
Island, Nadi, Businessman  
**2<sup>ND</sup> DEFENDANT**

**A N D** : **HOME FINANCE COMPANY PTE LIMITED TRADING AS HFC BANK**  
**3<sup>RD</sup> DEFENDANT**

**BEFORE** : Hon. Mr. Justice Mohamed Mackie

**APPEARANCES** : Mr. Prakashan, for the Plaintiff.  
Mr. A. K. Narayan, (senior) for the 2<sup>nd</sup> Defendant.  
Ms. Tumalevu, O/I for the 3<sup>rd</sup> Defendant.

**DATE OF HEARING** : 26<sup>th</sup> August 2022.

**DATE OF DECISION** : 26<sup>th</sup> August 2022.

**JUDGMENT.**

1. This is an action commenced by the Plaintiff, by his writ of Summons and the Statement of claim dated and filed on 25<sup>th</sup> March 2022, against the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> Defendants, seeking reliefs as prayed for in the prayer thereto.
2. The Plaintiff, also by his Ex-parte- Summons dated and filed on 08<sup>th</sup> April 2022, moved for certain injunctive reliefs as per paragraphs (a) to (d) thereof and the court, having heard the Counsel for the Plaintiff, on the same day granted injunctive relief as prayed for in paragraph (a) to the Summons.
3. The 2<sup>nd</sup> Defendant, after filing his acknowledgment of service on 1<sup>st</sup> April 2022, filed his Summons to Strike out supported by his Affidavit sworn on 6<sup>th</sup> April 2022 pursuant to Order 18 Rule 18 of the High Court Rule 1988.

4. The 2<sup>nd</sup> Defendant also filed his Statement of Defense on 20<sup>th</sup> April 2022 and an Affidavit sworn by him on 31<sup>st</sup> May 2022 opposing the injunction Application by the Plaintiff.
5. In the meantime, the 3<sup>rd</sup> Defendant too, having filed its acknowledgment of service on 12<sup>th</sup> April 2022, filed its Statement of Defence on 13<sup>th</sup> May 2022.
6. The Court on 22<sup>nd</sup> April 2022, having decided to go into the Striking Out Application made by the 2<sup>nd</sup> Defendant first, fixed the hearing of the same and when the matter came up for hearing on 26<sup>th</sup> August 2022, learned Counsel for the 2<sup>nd</sup> Defendant brought to the notice of Court that the parties have arrived at a settlement to dispose the entire matter and tendered the written terms of Settlement signed by their respective solicitors, which was confirmed by the learned counsel for the Plaintiff and the 3<sup>rd</sup> Defendant as well.
7. The said terms of settlement is reproduced below ;
8. *"On the application by the Summons to Strike Out the Plaintiff's action by the 2<sup>nd</sup> Defendant dated 12<sup>th</sup> April, 2022 coming for hearing on 26<sup>th</sup> August, 2022 the Plaintiff and the 2<sup>nd</sup> and 3<sup>rd</sup> Defendants' (there being no proper party as the 1<sup>st</sup> Defendant) have agreed to dispose of the proceedings on the following terms:"*
  1. *The Plaintiff withdraws the action herein.*
  2. *The orders (including the injunction) granted on an ex-parte application by Plaintiff on 8th April, 2022, as subsequently extended, is unconditionally discharged.*
  3. *The plaintiff undertakes that he will not bring any further or future action, suit or proceedings in any form or manner which directly or indirectly seeks to claim any relief or remedy based on the allegations or the subject matter (factual or otherwise) pleaded in his Statement of Claim against any party to the present action or any member, officials, executive, servant, agents contractor of the unincorporated association known as the Association of Fantasy Island Lessees.*
  4. *This Terms of Settlement may be pleaded in bar to any action, suit or proceedings now pending or hereafter commenced by the Plaintiff in respect of the matter in 3 above against any party to this action or any members, officials, executives, servants, agent and contractor of the unincorporated association known as The Association Fantasy Island Lessees.*
  5. *The action herein is to be struck out/dismitted with no order as to costs.*
  6. *The terms herein are to be entered as an Order of the Court."*

9. I have carefully gone through the above terms and satisfied that the parties, having understood the contents therein, have through their respective Solicitors voluntarily entered into these terms of settlement and accordingly, I allow the parties to settle the entire dispute once and for all as per the above terms of settlement.
10. Accordingly, the application for strike out and the substantive action hereof are struck out and dismissed without costs.
11. Judgment is entered as per the terms of settlement hereof and the parties are ordered to abide by this judgment entered on the aforementioned terms of settlement.



  
**A.M. Mohamed Mackie**  
Judge

At High Court Lautoka on this 26<sup>th</sup> Day of August, 2022.

**SOLICITORS:**

For the Plaintiff:	M/s . Prakashan & Associates
For the 2 <sup>nd</sup> Defendant:	M/s. A.K. Lawyers.
For the 3 <sup>rd</sup> Defendant:	M/s. Lajendra Lawyers.