

IN THE HIGH COURT OF FIJI

AT SUVA

CIVIL JURISDICTION

CIVIL ACTION NO. HBC 055 OF 2024

BETWEEN : **SUVA CITY COUNCIL**
Plaintiff

AND : **W. G. INTERNATIONAL REAL ESTATE CO (FIJI) PTE LIMITED**
First Defendant

AND : **ENGINEERED DESIGNS PTE LIMITED**
Second Defendant

AND : **FIJI NATIONAL FIRE AUTHORITY**
Interested Party

Counsel : **Mr T Duanasali for the Plaintiff**

Hearing : **6 March 2024**

Judgment : **12 March 2024**

JUDGMENT

(on an Ex-Parte application for Interlocutory Orders)

[1] The first defendant, W G International Real Estate Co (Fiji) PTE Limited (hereinafter referred to as 'WG International'), is building a multistorey complex in Suva. It has been granted a Building Permit by the plaintiff, the Suva City Council (hereinafter referred to as 'SCC'). The construction is well underway, having started sometime around 2018. The problem, according to SCC, is that WG International is in breach of the conditions of its Building Permit. SCC has concerns, in light of these breaches, over the integrity and safety of the construction.

- [2] SCC seeks a number of urgent interlocutory orders from the Court against WG International, and high on its list is an injunction immediately stopping the construction.

Background

- [3] These proceedings were filed on 28 February 2024 by way of a Writ of Summons and Statement of Claim. Simultaneously, SCC filed the present ex-parte summons. In support of the summons is an affidavit by Mr Imroz Rahiman dated 26 February 2024. Mr Rahiman is employed as a Building Inspector with SCC. He has been involved in many inspections at the construction site as well as meetings with the representatives of WG International. Mr Rahiman sets out the relevant history as well as annexes many of the documents central to the relationship, and dispute, between the parties.
- [4] The material facts, as they pertain to the present summons, are as follows:

[4.1] WG International applied for the necessary permits from SCC in 2017 to build a 28-story hotel on Lot 29 DP 2165, MacGregor Road, Suva. Its agent was the second defendant, Engineered Designs Pte Ltd (hereinafter referred to as 'Engineered Designs'). On 5 July 2017, SCC granted consent in principle subject to stipulated conditions.¹ SCC granted a Building Permit to WG International on 13 December 2017.² It set out in the Building Permit the conditions that WG International was required to abide which included arranging for a '*Consulting Engineer to inspect all construction works and submit his report to the Council*'.³ The Town Planning Conditions, attached to the Building Permit, provided additional conditions, including:

3. *That all structural works on the detail drawings shall be certified for structural stability by a Registered Structural Engineer registered with the Fiji Institute of Engineers (FIE).*

...

¹ Annexure IR 1.

² Annexure IR 4.

³ Condition 4(b).

13. That the development shall comply with Occupational Health and Safety (OSH) requirements of the Ministry of Employment, Productivity & Industrial Relations, the National Fire Authority requirements and Disable Requirements of the National Building Code prior to issuance of Completion Certificate or Occupancy Certificate.

[4.2] It appears that there were problems with the construction from an early stage. These included:

4.2.1 The encroaching of a retaining wall and balcony into a neighboring lot. This led to a Stop Work Notice issued by SCC on 20 June 2019.

4.2.2 Complaints in April 2020 that materials from the construction site had fallen from the building and caused damage to a neighboring property. It is evident from photographs taken by SCC officers in April 2020 that the construction was then well underway, the skeletal frame of the multilevel building was built and some glass had already been put in place in some parts of the building.⁴

[4.3] Following an inspection on 12 January 2021, SCC wrote to WG International on 5 February seeking the following documents:⁵

- 1. Registered Structural Engineer Report for completed works till date.*
- 2. Monthly Structural Engineer Report on progress of works and also book for council inspections.*

[4.4] Despite reminders on 21 September 2021 and 22 November 2022 the information was not supplied. Mr Julian Yuen, Manager of WG International, finally responded on 22 November 2021 to advise that they were changing their structural engineer from Engineered Designs to Isotech Engineers.⁶ WG International sought time to comply with SCC's requests while they finalized the hand over.

⁴ Photographs at annexure IR 7.

⁵ Annexure IR 14.

⁶ Annexure IR18.

[4.5] A short time later, SCC were copied in on a letter sent by Engineered Designs and addressed to WG International dated 1 December 2021.⁷ It was obvious from the content of the letter that there was a dispute in motion between the two parties. Engineered Designs noted therein that WG International were discontinuing their contract. However, Engineered Designs made it clear that it believed that it had cause to withdraw its services. Engineered Designs raised multiple ongoing concerns that they had had with WG International's construction practices. The letter from Engineered Designs reads in part:

We gather from the non-adherence to the many notices and instructions issued to WG International Real Estate Pte Ltd dating back to the 29th day of October 2020 for non-compliant works, failure to comply with our instructions, manufacturer's specifications and recommendations and failure to follow best industry practices that WG International Real estate Pte Ltd has no interest in following any instructions, guidelines, specifications and recommendations provided to them.

...

...over seventy site inspections have been carried out for this project and reports have been provided where required for most. Engineered Designs Ltd also provided written and verbal recommendations as and when required to ensure works are being carried out in compliance with the relevant building codes and industry practices. Engineered Designs Ltd issued multiple written and verbal notices including instructions in meetings (face to face and virtual) and on site to WG International Real Estate Pte Ltd for failure to comply with written and verbal instructions, manufacturer's specifications and recommendations...

...

We note below many of the recommendations/instructions issued by Engineered Designs Ltd that were not complied with by WG

⁷ Annexure IR 19.

International...and forms part of basis of our opinion to withdraw our project management services mentioned above:

- 1 Payment of deposit to confirm **engagement of a Specialist Fire Engineer...***
- 2 **Appointment of an Architect** to address all the planning, design and compliance issues for the project as per our recommendations.*
- 3 **Appointment of a Building Services Engineer ...***
- 4 Provision of updated building floor plans of the proposed development for its intended use.*
- 5 **Engagement of suitably qualified and licensed applicators of the sprayed fire resistive materials** as per the suppliers specifications who would at the end of the project provide warranty on the application of the sprayed fire resistive material;*
- 6 Provision of a public liability insurance cover for the project.*
- 7 **Engagement of a competent construction company** with relevant insurance covers.*
- 8 Provision of a work program for the entire project.*
- 9 Failure to comply with sequencing of the installation of the curtain wall system.⁸*

[4.6] The letter by Engineered Designs was also copied to the National Fire Authority who appears, unsurprisingly, to have been alarmed by its content. The next day, 2 December 2021, the National Fire Authority wrote to SCC expressing concern with WG International's '*serious issues of breach*' contained in Engineered Designs letter of 1 December.⁹ These breaches included using fire resistive coating works on the steel columns without following proper procedures, and not confirming the engagement of a fire engineer, a service engineer or an architect. The National Fire Authority also expressed concern at the termination by WG International of its project management contract with Engineered Designs.

⁸ My emphasis.

⁹ Annexure IR 20.

- [4.7] The next relevant development does not appear to have occurred for another 12 months. On 8 December 2022, the National Fire Authority issued a Notice of Non-Compliance against WG International based on the breaches noted in its letter to SCC dated 2 December 2021.¹⁰ WG International was advised by the National Fire Authority that the Notice was issued '*to avert any unwanted incident that might arise because of non-compliance*' and were given 30 days to rectify the non-compliances.
- [4.8] Following the Notice of Non-Compliance, communications between the parties took on more intensity. At the instigation of SCC, a meeting was conducted on 10 January 2023 with all the stakeholders.¹¹ Mr Yuen from WG International attended with his lawyer. Also present were representatives from SCC, the National Fire Authority, and Engineered Designs. It was revealed by representatives from WG International and Engineered Designs that there was then litigation on foot between them over non-payment of fees. The representatives from Engineered Designs proceeded to lay out its knowledge of the matters pertaining to the construction. They stated that there were no issues with the foundation. However, as per its letter of 1 December 2021 there were numerous other issues with the construction including use of incorrect screws to install the glass on the side of the building, using expired materials, applying sprays and paints incorrectly, using cheap animal primer from local markets and so on. The meeting concluded with a list of conditions for WG International to satisfy, including provision of details of their professional consultants within two weeks. It was agreed that the work on the construction site would be placed on hold for the next two weeks.
- [4.9] On 11 January 2023, SCC wrote to WG International to confirm the arrangements agreed to at the meeting.
- [4.10] On 23 January 2023, WG International's solicitors wrote to SCC to advise that Isotech Engineers had taken over from Engineered Designs and they were awaiting the handover documents from Engineered Designs. The solicitors also noted that

¹⁰ Annexure IR 21.

¹¹ The Minutes of the meeting are contained at annexure IR 25.

structural integrity reports had not yet been released by Engineered Designs.¹² SCC responded on 27 January 2023,¹³ stating that it required WG International to *'provide the Structural Integrity report from Engineered Designs on the works that have been completed till date and confirm on the Service Engineer and Fire Engineer'*.

[4.11] The solicitors responded on 1 February 2023, advising that structural integrity reports had been supplied to SCC in 2022.¹⁴ They also advised that WG International intended to engage Temo Consultants as the service engineers and were in consultation with Isotech Engineers over who to engage as their Fire Engineer.

[4.12] Despite the agreement that construction was to be put on hold until these matters were sorted, inspections by SCC revealed that WG International was continuing with its work on the site. WG International were advised in writing by SCC on 23 February 2023 to stop all works until the confirmation of the professional consultants was resolved.¹⁵ A further meeting was held with the stakeholders on 1 March 2023.¹⁶ On this occasion a representative from Isotech Engineers attended. SCC reminded WG International that it required the structural integrity report to show that the structure was safe and sound. The representative from Isotech Engineers acknowledged that SCC needed the report. It was noted in the Minutes of the meeting that WG International would provide these documents to SCC.

[4.13] Despite SCC's stop work notice, WG International continued work on the site. Reminders were sent to WG International on 24 March and 17 April 2023.

[4.14] On 13 September 2023, some nine months after their meeting in January, SCC emailed WG International advising that regular inspections by SCC revealed that the stop work notice was still not being complied with and that WG International

¹² Annexure IR 31.

¹³ Annexure IR 33.

¹⁴ It is not clear whether this is correct as Mr Rahiman deposes at para 71 that SCC has never received any monthly structural integrity reports.

¹⁵ Annexure IR 39.

¹⁶ The Minutes of this meeting are at annexure IR 40.

had still not yet supplied the list of its professional consultants. SCC sought an urgent meeting with WG International.¹⁷

[4.15] Mr Yuen from WG International responded by email the same day to advise that they had resolved their differences with Engineered Designs and were working on a new contract therewith. This was confirmed in a subsequent letter from WG International to SCC dated 15 September 2023. In the same letter, WG International advised that they were '*awaiting the services of Temo Consultants*'.¹⁸

[4.16] A brief meeting was conducted with representatives from WG International, Engineered Designs and SCC on 18 October 2023. The Minutes of the meeting indicate that Engineered Designs were intending to inspect the site on 23 October 2023 and provide its recommendations.¹⁹ SCC confirmed that it still required the list of the professional consultants and that the Stop Work Notice would remain in place in the meantime.

[4.17] Mr Rahiman summarizes in his affidavit the longstanding and continuing breaches by WG International. This includes:

- i. SCC is yet to receive confirmation of a Fire Engineer.²⁰
- ii. WG International has 'never' supplied the '*Structural Engineer Report for the completed works till to date and the monthly Structural Engineer Report on the progress of work*'.²¹
- iii. WG International has not complied with the Fiji National Building Code.
- iv. There have been numerous Stop Work Notices which have been disregarded by WG International.

[4.18] Mr Rahiman concludes his affidavit with the following statements:

¹⁷ Annexure IR 45.

¹⁸ Annexure IR 46.

¹⁹ The Minutes are at annexure IR 47.

²⁰ Para 55 of his affidavit.

²¹ Para 71.

75. *That the Defendants have not provided all the relevant documents requested by the Council. It is unsure whether the constructed 28 story building is constructed within the parameters of building regulation as outlined on its building permit.*²²

76. *That the Council is weary on the safety of its residence and the general public relating to the unsanctioned building constructed by the Defendants. The last option that council will take is not endorsing a building completion certificate and to apply a notice for demolition.*

77. *That the Defendants have also not complied with the Building Permit Conditions by not providing the necessary structural integrity report.*

78. *That the Council has advised the Defendants to provide the necessary documentation report on the building construction for the past 2 yrs. but nothing has been submitted for verification and assessments.*

[4.19] Finally, Mr Rahiman provides an undertaking as to damages on behalf of SCC.²³ He also advises that criminal charges have been laid against WG International in relation to offences under regulations 14, 17(5) and 137 of the Towns (Building) Regulations made pursuant to Public Health Act 1935.²⁴ The alleged offences are in respect to deviating from the Building Permit conditions and failing to comply with Notices from the Building Surveyor.

[4.20] SCC filed these proceedings in February 2024. They have pleaded the breaches of the building permit and seek damages for the breaches, an injunction stopping further construction and specific performance

²² I note here that Mr Yuen from WG International stated in his letter of 22 November 2021, annexure IR 18, that they were, in fact, building a '30 story hotel apartment'.

²³ At para 80 of his affidavit.

²⁴ Copies of the charges are provided at annexure IR 48.

compelling provision of structural reports from qualified professional consultants.

Current Ex-Parte Summons

[5] SCC has sought the following orders:

1. ***FOR A DECLARATION*** that the Defendants by itself, its agents and/or servant, and/or its contractors, or any of them have not complied with the Building Permit Reference No 9/566/184 dated 13th December 2017, particularly on Condition No. 4 (a) and (b), Town Planning Conditions No. 3 & 4 and 13.
2. ***FOR A DECLARATION*** that the Defendants by itself, its agents and/or servant, and /or its contractors, or any of them have not complied with Section A2.2 (c) of the National Building Code to certify the suitability and conformity of the building located at Lot 29, DP 2165, Certificate of Title No. 1655 of Macgregor Road, Suva.
3. ***FOR A DECLARATION*** that the Defendants by itself, its agents and/or servant, and/or its contractors or any of them does not have a Structural Integrity Report on the building located on land known as Lot 29, DP 2165, Certificate of Title No. 1655 of Macgregor Road, Suva.
4. ***AN ORDER FOR AN INTERLOCUTORY INJUNCTION*** for the Defendants and/or its servants, and/or its employees and its/or its contractors or any of them to stop work on the construction of the building located at Lot 29, DP 2165, Certificate of Title No. 1655 of Macgregor Road, Suva until the final determination of this action.
5. ***AN ORDER FOR MANDATORY INJUNCTION*** for the Defendants and/or its servants, and/or its employees and its/or its contractors or any of them to submit an appropriate qualified professional consultant

report on the building constructed at Lot 29, DP 2165, Certificate of Title No. 1655 of Macgregor Road, Suva.

6. ***AN ORDER FOR MANDATORY INJUNCTION*** for the Defendants and/or its servant, and/or its employees and its/or its contractors or any of them to submit its Structural Integrity report and Month Structural Engineer Report from 1st January 2021 till 31st December 2023 on work done and progress of work on the building constructed at Lot 29, DP 2165, Certificate of Title No. 1655 of Macgregor Road, Suva.

[6] Counsel for SCC made the following arguments in support of the summons:

- i. There have been multiple and ongoing breaches by WG International of SCC's Stop Work Notices and the Building Permit conditions. The breaches are not minor. Information sought by SCC since 2021 remains outstanding. The information sought goes to the soundness and integrity of the work undertaken to date.
- ii. Without the information sought, SCC is essentially in the dark. It cannot assess the quality of the work already undertaken. SCC doesn't know what materials have been used, how safe the building is, or the level of compliance or non-compliance with the building permit.
- iii. The urgency of the present application, and need for the orders, relate to safety. SCC has a duty to the community and will bear potential liability if damage and/or injury results from the construction.
- iv. SCC has made every effort to work with WG International, given the size of the project, to ensure the project is successfully completed and these proceedings are filed as a last resort due to the ongoing non-compliance.
- v. The criminal charges were called in the Suva Magistrates Court No. 2 on 5 March 2024 but adjourned as the charges need to be amended to substitute the directors with the company as the accused.

- vi. There was some discussion on the six orders sought. I questioned counsel on the appropriateness of the Court making orders 1,2,3,5 and 6 at this juncture, and whether in fact these matters are more properly addressed at the substantive hearing. Counsel advised that SCC was most concerned with obtaining order 4, being the injunction to stop construction.

Decision

- [7] It is premature for this Court to consider making declarations, as per orders 1, 2 and 3, on whether WG International and Engineered Designs have failed to comply with either the Building Permit or the provisions in the National Building Code, or failed to arrange for a structural integrity report. These are matters more appropriately dealt with at a substantive hearing when all parties have been given a fair opportunity to produce their evidence and make submissions. The same also applies to order 5. With respect to order 6, these documents are discoverable and should, therefore, be provided at that stage of the proceeding to the plaintiffs. If they are not, the plaintiffs can then file the necessary summons.
- [8] In my view, the only interlocutory order that is properly sought by SCC at this juncture is order 4, being an interim injunction stopping work on the construction of the building.
- [9] The power of the Court to provide injunctive relief is contained at Order 29 Rule 1. The provision reads:
 - (1) *An application for the grant of an injunction may be made by any party to a cause or matter before or after the trial of the cause or matter, whether or not a claim for the injunction was included in the party's writ, originating summons, counterclaim or third party notice, as the case may be.*
 - (2) *Where the applicant is the plaintiff and the case is one of urgency and the delay caused by 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) *The plaintiff may not make such an application before the issue of the writ or originating summons by which the cause or matter is to be begun except where the case is one of urgency, and in that case the injunction applied for may be granted on terms providing for the issue of the writ or summons and such other terms, if any, as the Court thinks fit.*

[10] The law is settled on where the Court may make an order for an interim injunction. In *Korovulavula & Anor v Fiji Development Bank* [1997] FJHC 197, Pathik J stated:

The principles to be followed in considering the granting of injunctive relief are set out in the leading case of American Cyanamid Co v Ethicon Ltd (1975) A.C. 396. The House of Lords there decided that in all cases, the Court must determine the matter on a balance of convenience, there being no rule that an applicant must establish a prima facie case. The extent of the court's duty in considering an interlocutory injunction is to be satisfied that the claim is "not frivolous or vexatious", in other words, "that there is a serious question to be tried".

In Cyanamid (supra) at page 406 Lord Diplock stated the object of the interlocutory injunction thus:

"... to protect the plaintiff against injury by violation of his right for which he could not be adequately compensated in damages recoverable in the action if the uncertainty were resolved in his favour at the trial; but the plaintiff's need for such protection must be weighed against the corresponding need of the defendant to be protected against injury resulting from his having been prevented from exercising his own legal rights for which he could not be adequately compensated under the plaintiff's undertaking in damages if the uncertainty were resolved in the defendant's favour at the trial. The court must weigh one need against another and determine where "the balance of convenience" lies".

(emphasis mine)

A similar view was expressed by McCarthy P in Northern Drivers Union v Kuwau Island Ferries (1974) 2 NZLR 61 when he said:

"The purpose of an interim injunction is to preserve the status quo until the dispute has been disposed of on a full hearing. That being the position, it is not necessary that the Court should have to find a case which would entitle the applicant to relief in all events: it is quite sufficient if it finds one which shows that there is a substantial question to be investigated and that matters ought to be preserved in status quo until the essential dispute can be finally resolved ... "

(ibid, 620)

"It is always a matter of discretion, and ... the Court will take into consideration the balance of convenience to the parties and the nature of the injury which the defendant, on the one hand, would suffer if the injunction was granted ... and that which the plaintiff, on the other hand, might sustain if the injunction was refused ..." (ibid, 621).

...

As to "balance of convenience" the court should first consider whether if the Plaintiffs succeed at the trial, they would be adequately compensated by damages for any loss caused by the refusal to grant an interlocutory injunction.

...

In HUBBARD v VOSPER (1972) 2 WLR 359, LORD DENNING at p.396 gave some guidance on the principles of granting an injunction which I think is pertinent to bear in mind in this case when he said:

"In considering whether to grant an interlocutory injunction, the right course for a judge is to look at the whole case. He must have regard not only to the strength of the claim but also to the strength of the defence, and, then, decide what is best to be done. Sometimes, it is best to grant an injunction so as to maintain the status quo until the trial. At other times, it is best not to impose a restraint upon the defendant but leave him free to go ahead. For instance

in Fraser v Evans [1969] 1 QB 349, although the plaintiff owned the copyright, we did not grant an injunction because the defendant might have a defence of fair dealing. The remedy by interlocutory injunction is so useful that it should be kept flexible and discretionary. It must not be made the subject of strict rules."

[11] These principles have been applied up to the present time. In *Alizes Ltd v Commissioner of Police* [2013] FJHC 596, Tuilevuka J noted:

11. *Interim injunctions are a powerful discretionary remedy. But they are not lightly granted. They are granted ex parte only if there is urgency. In other words, if to proceed normally (i.e. inter partes by Notice of Motion or Summons) would be a delay entailing irreparable or serious mischief, (see Order 29 Rule 1(2) as amended in 1991 in LN 61/91).*
12. *The applicant must show a strong enough case to justify the Court not hearing the other side's case. Usually, to show "urgency", the applicant must show that, unless the court intervenes with a restraining order, he has a legal right in the subject-matter of the case which is under an immediate threat of being violated. Apart from that, the applicant must convince the court that the balance of convenience favours the granting of the injunction ex-parte.*

[12] Balapatabendi J succinctly identified the test as follows in *Vanualevu Muslim League v Hotel North Pole & Ors* [2013] NZHC 151, at 17.4:

What could be deduced from Lord Diplock's rulings in American Cyanamide Case are in fact tests to be adopted in dealing with an application for interim injunction. The tests could be summarized as follows:-

1. *Is there a serious question to be tried?*

2. *Is damages an adequate remedy?*
3. *Where does the balance of convenience lie?*

[13] In order for SCC to be entitled to the interim relief sought it must satisfy each of the three tests. Even if it does so, the Court must still be satisfied that the orders sought are necessary to preserve the status quo – an interlocutory application should be not be used to seek orders that must be determined at the substantive hearing.

Is there a serious question to be tried?

[14] According to the plaintiff's pleadings, the first and second defendants are in breach of the conditions of the Building Permit and the National Building Code Regulations with respect to the construction of the multi-level building at MacGregor Road, Suva.

[15] On the information contained in Mr Rahiman's affidavit I am satisfied that there is ample evidence to demonstrate that WG International may well be in breach of the Building Permit and the said regulations. The best, and most concerning, evidence of this comes from Engineered Designs, firstly, in their letter of 1 December 2021 and, secondly, the information they supplied at the stakeholders meeting on 10 January 2023. The letter of 1 December 2021 caused sufficient alarm to the National Fire Authority that it issued a Notice of Non-Compliance, albeit some 12 months later.

[16] WG International has, it appears, failed to comply with multiple Stop Work Notices issued since 2019. It has failed to put in place, in a timely manner, the necessary professional consultants, being a Specialist Fire Engineer, a Building Services Engineer, and an Architect. Its building practices have caused serious concern to their own structural engineer, the second defendant, and while those two parties have resolved their contractual differences there is no evidence before the Court that the building defects have been rectified. The singular largest concern is the failure by WG International to supply the structural integrity reports to demonstrate that the construction is compliant with the regulations. Without this information SCC is in the dark. It has sought this information since February 2021. If, as SCC claims, the information has not been supplied then this failure is unacceptable. SCC is the statutory body responsible for the supervision and enforcement of the Towns (Building)

Regulations. It is tasked with ensuring that construction of residential and commercial buildings are sound and safe. SCC requires developers such as WG International to engage the necessary professional experts and supply the technical reports to SCC to permit it to discharge its statutory function. The evidence currently before the Court is that WG International has failed to do both. I am, therefore, satisfied that there is a serious issue to be determined in this case.

Is Damages an Adequate Remedy?

[17] Damages are not adequate if the alleged breaches by WG International result in injury or death to persons at or near the construction site.

Where does the balance of convenience lie?

[18] The Court is concerned not to impede or interfere with what is a major commercial construction project in Suva. However, the safety of persons at or near the site, as well future users of the building following completion of the construction, is a paramount consideration in the balancing of the competing interests. SCC's undertaking as to damages is particularly important in light of the commercial risks to WG International with a stoppage of the construction. With all these matters in mind, I am satisfied that the balance of convenience lies with granting the injunction.

Orders

[19] It is no light matter where a statutory watchdog tasked with ensuring the integrity and safety of a construction seeks an injunction to stop what is a major commercial project. However, the evidence supplied by SCC in support of the application justifies this step.

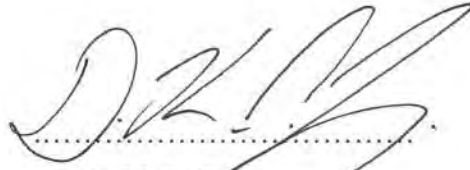
[20] Accordingly, I make the following orders:

- i. W G International Real Estate Co (Fiji) PTE Limited and/ or its servants and/or its employees and/or its contractors or any of them are to stop work

immediately on the construction on the building located at Lot 29, DP 2165, Certificate of Title No. 1655 of Macgregor Road, Suva until further orders of the Court.

- ii. The costs of the plaintiffs application to be costs in the cause.




D. K. L. Tuiqereqere
PUISNE JUDGE

Solicitors:

Suva City Council (Legal Officer) for the Plaintiff