

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

CIVIL ACTION NO. HBC 61 OF 2015

BETWEEN : **SANGEETA RESHMI** as sole Executrix and Trustee of the Estate of Jag Lal also known as Jaglal, late of Legalega, Nadi
1ST PLAINTIFF

AND : **SANGEETA RESHMI** of Legalega, Nadi. Domestic Duty.
2ND PLAINTIFF

AND : **HOUSING AUTHORITY OF FIJI**, a body corporate duly constituted under the provision of the Housing Act and having its Head Office at Valelevu.
1ST DEFENDANT

AND : **VIMLESH KUMAR SHARMA** of Fiji Island Revenue & Customs Authority, Lautoka.
2ND DEFENDANT

AND : **REGISTRAR OF TITLES** of Suva
NOMINAL 3RD DEFENDANT

AND : **ITAUKEI LAND TRUST BOARD** a body corporate of Victoria Parade, Suva incorporated pursuant to the Native Land Trust Act 134, Laws of Fiji.
NOMINAL 4TH DEFENDANT

BEFORE : A.M. Mohamed Mackie -J.

APPEARANCES : Mr. E. Maopa, for the Plaintiff.
Ms. Ravai, for the 1st Defendant
2nd Defendant in Person
Mr. Mainavolau, for the 3rd Defendant
Mr. Tuicolo, for the 4th Defendant.

DATE OF TRIAL : 16th May, 2023

SUBMISSIONS : By the Plaintiff- filed on 8th July 2023
By the 1st Defendant filed on 28th July, 2023
By the 2nd Defendant filed on 30th May, 2023
: No submissions filed by the 3rd and 4th Nominal Defendants.

JUDGMENT : Delivered on 3rd April 2024.

JUDGMENT

1. The Plaintiff hereof, as the sole executrix and trustee of the Estate of her deceased Father, Jag Lal, and in her personal capacity, by way of her writ of summons and the Statement of Claim (SOC) filed this action on 7th April 2015, seeking the reliefs prayed for therein by naming the Housing Authority of Fiji (HA) as the 1st Defendant, the Registrar of Title as the 2nd nominal Defendant and Vimlesh Kumar Sharma, as the 3rd nominal Defendant.
2. The 1st Defendant by its Statement of Defence (SOD) filed on 8th May 2015 moved for the dismissal of the Plaintiff's action, for which the Plaintiff filed its reply to Defence on 24th June 2015 moving to dismiss the SOD.
3. In the meantime, an Inter-Partes Notice of Motion being filed by the Plaintiff seeking an interim injunction restraining the then 3rd Nominal Defendant (the present Title holder) from evicting the Plaintiffs from the subject property, after hearing the Motion, Hon. Ajmeer -J (as he then was) by his order dated 22nd October 2015 refused the Application for injunction.
4. The Plaintiff by obtaining the leave, filed an amended SOC on 28th February 2017 with no major amendments therein. Thereafter, having obtained an adjournment of the trial that had been fixed for 30th April and 1st May 2018, the Plaintiff, with the leave of the court, filed her 2nd Amended Statement of Claim (ASOC) on 17th August 2018 by renaming VIMLESH KUMAR SHARMA as the 2nd Defendant, REGISTRAR OF TITLE as the 3rd (nominal) Defendant and adding the ITAUKEI LAND TRUST BOARD as the 4th (nominal) Defendant.
5. As per the said 2nd ASOC, the Plaintiffs prayed for:
 - (a) *Special damages in the sum of \$560.00.*
 - (b) *General damages for mis-statement; discrimination, fraud and Violation of the Provisions of the Constitution of the Republic of Fiji against the 1st and 2nd Defendant.*
 - (c) *A declaration that the plaintiff has equitable interest in Itaukei Lease No. 30916 Lot 8 SO 3526, Matavolivoli No. 2, Nadi.*
 - (d) *A Declaration that the Plaintiff is entitled to own the portion of the property occupied by her in the Itaukei Lease No 309161 Lot 8 SO 3526, Matavolivoli No. 2, Nadi.*
 - (e) *Injunction against the nominal 2nd defendant and the nominal 4th Defendant restraining from evicting the plaintiff from the property being Itaukei Lease No 309161 Lot 8 SO 3526, Matavolivoli No. 2, Nadi.*
 - (f) *An order that the Itaukei Lease No 309161 Lot 8 SO 3526, Matavolivoli No. 2, Nadi given to the second Defendant is null & void.*

(g) *An order that the 4th Nominal Defendant to provide for the necessary lease document to the plaintiff.*

(h) *Interest.*

(i) *Cost.*

(j) *Further or any other order the Court deems just.*

6. The 1st and the 3rd nominal Defendants opted not to file amended statement of Defence, while the 2nd Defendant, **Vimlesh Kumar Sharma**, filed his Statement of Defence on 15th October 2018 and moved for the dismissal of the Plaintiffs' action. The 1st Defendant, who initially opted not to file ASOD, subsequently filed it on 19th March 2019 moving for the dismissal of the Plaintiff's action.
7. The trial was finally taken up before me on 16th May 2023, wherein one **SUNIL KUMAR** and the Plaintiff **SANGEETHA RESHMI** gave evidence for and on behalf of the Plaintiffs as "PW-1" and "PW-2" respectively.
8. On behalf of the 1st Defendant, one **KRISHNEEL DEEP CHAND** gave evidence, while the 2nd Defendant gave evidence for and on his behalf. Annexures from "PEX-1" to "PEX-17" were marked on behalf of the Plaintiff, the annexures from "1DEX-1" to "1DEX-15" were marked on behalf of the 1st Defendant, while annexures from "2DEX -1" to "2DEX-5" were marked on behalf of the 2nd Defendant. Subsequent to the trial, the Plaintiff and the 1st & 2nd Defendants have filed their respective written submissions as stated above.

THE AGREED FACTS & THE ISSUES:

9. Prior to the trial, as per the PTC minutes, parties have recorded 16 Agreed Facts, and raised 14 issues to be tried by this Court, which are enumerated below.

The Issues

1. *Whether the Legalega property was initially farmed and occupied by the Plaintiffs grandfather, the late Mr. Kalu Ramdass, since 1944 during the Colonial Sugar Refinery (CSR)?*
2. *Whether the said property was farmed and occupied by the Plaintiff's father, the late Mr. Jag Lal after the death of his father?*
3. *Whether the Plaintiff was born and raised at the Legalega property?*
4. *Whether the Plaintiff arranged the deposit, but when she returned to the 1st Defendant office for payment, she was advised by one Marica to pay deposit within 4 days in the sum of \$4,000.00 as the purchase price of the property had increased?*
5. *Whether the Plaintiff explained about the loan policy and procedures in place and criterion to be met by her?*

6. *Whether the Plaintiff failed to provide the required documents to purchase the Legalega property which led to the 1st Defendant to proceed with the sale of the said land?*
7. *Whether the Plaintiffs honestly and reasonably believed and acted upon such representations and advice of the 1st Defendant?*
8. *Whether such representation and advice by the 1st Defendant were false also they failed to act on such representation and advice?*
9. *Whether the Plaintiff was discriminated against by the 1st Defendant in favour of the nominal 3rd Defendant in which: -*
 - i. *The Plaintiff is a domestic duty and do not have permanent employment.*
 - ii. *The Plaintiffs do not have FNPF Funds.*
 - iii. *The husband is self-employed and do not have permanent sources of income.*
 - iv. *Does not have permanent source of income or hold funds with FNPF.*
 - v. *Refuse to accept partial deposit and repayments in favour of Vimlesh Kumar Sharma.*
 - vi. *Verbal offer to purchase the property was made.*
 - vii. *Insufficient time given to pay the deposit.*
 - viii. *Refusing to sell the property in favour of the 3rd nominal Defendant.*
10. *Whether the sale of the Legalega property was fraudulent and in collusion with the 3rd nominal Defendants as follows: -*
 - i. *No proper valuation was conducted on the sale of the property.*
 - ii. *No consideration taken on the sitting tenant.*
 - iii. *Records on the late Jag Lal dealing erased from the HA system.*
 - iv. *Absence of formal/express offer to purchase the property from HA.*
 - v. *Providing information that were false and misleading to the Plaintiff.*
11. *Whether articles 26 & 35 of the Constitution of the Republic of Fiji applicable to these proceedings?*
12. *Whether the Plaintiff has equitable interest on the property now been leased on to the name of the nominal 3rd Defendant?*
13. *Whether the plaintiff suffer loss for a lease on the property?*
14. *Whether the Plaintiffs suffered and continues to suffer from mental distress, frustration and financial loss as a consequence of the matters aforementioned?*

ANALYSIS:

Issue No; 01, 2 & 3

10. As far as the issue number 1 above is concerned, the claim by the Plaintiff- "PW-2" that her grandfather had been occupying and farming a larger area of land since 1944 during the

Colonial Sugar Refinery is not seriously disputed by the 1st or 4th Defendants. PW-1 also referred to this in his evidence. The fact that her grandfather was in occupation of the land in question is further substantiated by the very question put to the “PW2” by the Counsel for the 4th Defendant to the following effect;

Q. And is it correct to say that Mr. Ram Jalal agreed to have your father come and stay with him on that piece of land, is that correct?

11. The issue No-2 is *whether the Plaintiff's **father** was in occupation and farming of the land in question?* There need not be any further deep scrutiny on it, in view of the tacit admission by the aforesaid question. The occupation of the Plaintiff's Father Jag Lal in the land in question is further admitted by the act of sending the Notices to Quit and other correspondences addressed to Mr. Jag Lal, at the very same lot -08 in dispute.
12. The issue No-3 is, **whether the Plaintiff was born in the disputed property?** The agreed fact No-6, in my view, offers an indirect affirmative answer to this issue. The agreed fact No-6 goes as “The **Plaintiff was and is now in occupation of the legal property after the death of her father**”. The above agreed fact does not specify an exact date as to from when the Plaintiff has been in occupation. The tacit admissions by the 1st and 4th Defendants to the effect that the Plaintiff's Grandfather and father were in occupation of the land in question and the undisputed Statutory Declarations filed by the Plaintiff in proof of her birth and stay therein, sufficiently confirms that the Plaintiff was born and raised in the land in question.
13. Thus, the issues No-1 2 and 3 can attract answers in favor of the Plaintiffs. However, these affirmative answers alone cannot bring home the substantial relief sought by the Plaintiff, if her father and she have failed to comply with the requirements imposed by the HA for the sale of the lot 8 unto the Plaintiff's father or to her.

ISSUES 4, 5 & 6

14. When the Plaintiff (PW-2), during her examination in chief (Vide page 17) was asked by her counsel in relation to a letter, admittedly, received by her in 2012, which is none other than the letter dated **4th July 2012** (TAB 9 in PBOD) from the HA, as to what happened when she received the said letter, her answer was as follows;

“When we received that letter, we made attempts to go down to Housing Authority, and when we reached there, we were seen by a guy named Mahen in the beginning, and after when we met the guy and he checked in the system and he said the land was free and it was really paid out by Jag Lal. And he gave us a list stating Probate and things, and then when we went down to Koya's to get the Probate out, and when we returned then we were advised to see a lady by the name of Marica, and when we visited her in the office, she gave us some requirements to”

15. In her evidence, the PW-2 did not come out with **an exact date or dates** on which she visited the HA. As per her evidence, if she had in fact visited the HA once or more after the

receipt of the letter dated 4th July 2012, she should have substantiated such visits by further oral or documentary evidence. The reason being that the main allegation against the officers of HA emanates from the, purported, visits she claims to have made after the receipt of the said letter.

16. The contents of the said letter dated 4th July 2012 read as follows.

Our Ref: SO3526/8/LEGALEGA

*Wednesday, **July 04th, 2012.***

Avinesh Kumar and Sangeeta Reshmi.

Lot 8 on SO. 3526

Legalega

NADI.

RE; Lot 8 ON SO 3526 LEGALEGA

*We refer to our meeting on 21st day of June 2012 in respect of the above land in which you were to produce to the Housing Authority required documents within **7 (seven) days** to enable you retain the said land.*

However, you have failed to honor our arrangement, therefore we are proceeding with the sale of the property.

You are also required to give vacant possession of the said land forthwith and remove your lean-to dwelling from the said land, failing which the Housing Authority will take further action to evict you from the said land.

Yours faithfully.

Sgd

Inoke Bokini Ratu

Manager Customer Relations West

For: CHIEF EXECUTIVE OFFICER.

17. It is observed that, while sending the above letter dated 4th July 2012 to the Plaintiff, the 1st Defendant HA also sent an even dated letter addressed to the 2nd Defendant Vimlesh Kumar Sharma, under the heading “**PROVISIONAL OFFER FOR PURCHASE OF LOT 008 SO 3526 SITUATED AT LEGALEGA**” indicating the sale price as \$25,000.00 and informing other payments involved, however subject to satisfying the Authority’s lending guidelines and other statutory requirements.
18. As per the said letter dated 4th July 2012 addressed to the Plaintiff , the only instance the Plaintiff had finally met the authorities at HA was for the discussion on 21st of June 2012, at which the Plaintiff was asked to submit the required documents within 7 (seven) days. It was on the failure on the part of the Plaintiff to honor the arrangement, the 1st Defendant

by the said letter dated 4th July 2012 informed the Plaintiff finally that they are proceeding with the sale of the property and required the Plaintiff to deliver the vacant position forthwith.

19. The only correspondence the Plaintiff has had with the HA, after the receipt the letter dated 4th July 2012, was the letter dated 10th July 2012 sent on behalf of her by KOYAS to the HA informing, *inter alia*, that the Plaintiff had provided all the documents on 21st June 2012 (which is not true) and she is seeking to pay the purchase price of \$25,000.00 by initial payment of \$4,000.00 and the balance in installments of \$300.00 per month until the full payment is settled. The above proposal by KOYAS was rejected by the HA by its letter dated 24th July 2012 (Tab-11) giving the reason for ejection. According to the HA, it has had the discretion to reject such a proposal and to act on the offer made to the 2nd Defendant, in which the funds were to come from the FNFP, being the much-preferred source by the 1st Defendant.
20. Apart from the meeting on 21st June 2012 and the letter dated 4th July 2021 sent by the Housing Authority to the Plaintiff, the letter dated 10th July 2012 sent by KOYAS to the HA and the reply thereto dated 24th July 2012 by the HA, there is no evidence of any further correspondences or meetings between the Plaintiff and the officers of the HA on the issue of this land.
21. When the Housing Authority by its letter dated 4th July 2012 had informed the Plaintiff about her failure to submit the documents in 7 days, as required at the meeting held on 21st June 2012, when the Authority had also informed the Plaintiff about their final decision to sell the property and demanded the vacant possession thereof and particularly, when the HA had issued the Provisional offer Letter to the 2nd Defendant by an even dated letter, in my view, the Housing Authority would not have entertained the Plaintiff and required her to submit documents or make any payments in relation to the subject property.
22. When the Plaintiff had failed to make use of the final opportunity, which was left open for her till the expiry of 7 (seven) days from the date of discussion held with the Authority on 21st June, 2012, the evidence given by the Plaintiff that she went to the HA after the receipt of the letter dated 4th July 2012 and met a persons called **Mahen** and Marica cannot be accepted and acted upon.
23. The Plaintiff in paragraph 21 (v) of her Amended Statement of Claim has clearly admitted that the 1st Defendant represented and advised her to provide necessary documents to assist the application to purchase the property. Further, she cannot simply plead ignorance of the letter dated 8th December 2006 addressed to her father requiring him to call over at the NADI Office with six documents enumerated in the said letter. At the meeting held on 21st June 2012, she was duly advised about the requirement of the documents. Neither in her Pleadings nor in the issues, the Plaintiff has raised a question about not being instructed or required by the HA to submit the required documents.

24. The payment plans proposed by Mr. Akbar, by his letter dated 7th January 2002 on behalf of the Plaintiff's Father Jag Lal, and the proposal by Koyas by the letter dated 10th July 2012 on behalf of the Plaintiff, which were to take nearly 10 years' time for completion, were rightfully rejected by the Authority.
25. No evidence whatsoever was adduced to prove that the Plaintiff in fact went to the HA after the receipt of the letter dated 4th July 2012. Likewise, no evidence to prove that the relevant documents were in fact submitted and how the sum of \$2, 500, 00 or \$4,000.00 was tendered to the Authority. If the Plaintiff had met Mahen and Marika, they could have been called by the Plaintiff to substantiate her claim. The Plaintiff and her father were given ample time and opportunity to meet the requirements, but they, admittedly, failed.
26. Initially, there was a failure on the part of the Plaintiff's Father Jag Lal, which he admitted in his Statutory Declaration (Tab-6), and subsequently on the part of the Plaintiff, when the HA had made several offers and repeatedly instructed them to furnish the required documents. There was no reason for the Authority to deprive the Plaintiff or her father of the opportunity of taking the lease.
27. The 1st Notice to quit was given to the Plaintiff's father by letter dated 3rd December 1998. The 2nd Notice to quit was given by the letter dated 18th October 2001, in response to which the Plaintiff's father had expressed his willingness to purchase the land for \$16,000.00 by his letter dated 4th December 2001. Then, by the letter dated 7th January 2002 through his Solicitor Mr. Akbar, a proposal was made for payment in installments and the same was responded by the Authority by its letter dated 20th May 2002 by giving a deadline to comply with the requirements till 28th June 2002, but it was not complied with by the Plaintiff's father.
28. Despite the said non-compliance, the 1st Defendant made another offer to the Plaintiff's father by its letter dated 6th August 2002, prior to which on 11th July 2002, jag Lal had made an initial deposit of \$1,300.00. However, between 6th August 2002 and 8th December 2006 for over a period of 4 years, there was no action on the part of the Plaintiff's father Jag Lal.
29. However, the Authority did not stop there. It again made an offer by its letter dated 8th December 2006 by giving further 7 days for the Plaintiff's father to comply with the requirements and he failed once again. The number of offers made by the HA, despite the continuous non-compliance by the plaintiff and her father, clearly shows the intention and the commitments of the HA in living up to its vision and mission. It was at this juncture, Mr. Jag Lal had signed a Statutory Declaration on 20th December 2006, after the expiry of 7 days period given by the said letter dated 8th December 2006, stating that he is 77 years of age with no employment and by indicating that his daughter will be assisting the purchase.
30. Throughout a period of around 5-6 years from 2006 nothing had been moved by the Plaintiff's father till his death in the year 2011. However, the 1st Defendant once again opened the door for the Plaintiff by giving a meeting on 21st June 2012 at the end of which

the Plaintiff was given further 7 days' time to comply with the requirement. It was due to the Plaintiff's non-compliance of the above requirement and failure to make use of the final opportunity given, the 1st Defendant, with no alternative, informed its decision by its letter dated 4th July 2012 to sell the property and required the Plaintiff to deliver the vacant possession thereof forthwith. This shows that even after the advertisement was published on 9th June 2012 to sell the property out, the offer to the Plaintiff was still kept open by giving further 7 days from the date of the meeting on 21st June 2012.

31. The Plaintiff, through the letter dated 10th July 2012 sent by KOYAS addressed to the 1st Defendant has admitted the opportunity of meeting with the 1st Defendant on 21st June 2012 and her failure to comply with the requirements. By its reply letter dated 24th July 2012, the 1st Defendant, while rejecting the proposal made by Koyas, clarified the reason for the increase in the sale price, its loan policy and procedures.
32. The Plaintiffs father, admittedly, failed to meet the required criteria for the purchase of the relevant lot, despite several opportunities being granted by the 1st Defendant. The Plaintiff too, having failed to meet the required criteria, by making use of the ample opportunities given to her, is now in the act of pinning the blame on the 1st Defendant. Both the father and daughter, being well assisted by their Solicitors and advised by the 1st Defendant time to time, were very well aware of the loan Policy, procedures and the requirement they were expected to comply with. The Plaintiff cannot now plead ignorance of those requirements or allege that she was misled by the Housing Authority. Thus, for the reasons stated above, the issues Nos-4, 5 and 6 should necessarily attract answers against the Plaintiff as "Not proved", "Yes", and "Yes" respectively.

ISSUE No-7 & 8.

33. The Plaintiff has not proved that she met the officers of the 1st Defendant, namely, Mahen and Marica, after the receipt of the letter dated 4th July 2012, by which she was informed that she had not honored the final deadline of 7 days given at the meeting held on 21st June 2012. All the advices and particulars of the documents needed to be submitted were duly given to the Plaintiff at the meeting held on 21st June 2012 and to her father on several earlier instances.
34. The evidence shows that the 1st Defendant had duly instructed, required and expected the Plaintiff to adhere to the actual procedures and rules followed by it in the process of leasing its lands, and I find that the representations made by the 1st Defendant's officials are not false. The only issue was the failure of the Plaintiff and her father to abide by the requirements within the time period given. The Plaintiff has failed to prove that the representation made and the advice given by the 1st Defendant were false. Thus, issues No-7 and 8 need not be answered in her favor.

ISSUE 9.

35. In my view, there was no even a semblance of discrimination in the whole process as alleged by the Plaintiff. As per the evidence, I stand fully convinced that the Plaintiff was

fairly treated by the 1st Defendant by giving number of opportunities to furnish the required documents for the fulfillment of the offer. There was no any special requirement imposed only on the Plaintiff or her father, by deviating from the standard requirements that is imposed and expected of all other customers. If this Court is to accept this kind of allegations and act upon, it will, undoubtedly, have adverse effects as very correctly submitted by the Counsel for the 1st Defendant.

ISSUE-10.

36. As per the Newspaper advertisement, the 1st Defendant published and made available 6 properties for sale, including the subject matter of this action. The 1st Defendant claims to have decided the price according to the Market value. The Plaintiff's father had agreed to the price at which the lot in question was offered. Even the Plaintiff had expressed her willingness to purchase at the value decided by the 1st Defendant. Now she cannot dispute the process followed by the 1st Defendant in deciding the price. The 1st Defendant on its discretion had decided to accept the cash offer made by the 2nd Defendant.
37. The Plaintiff and her father had entered and remained in the land unlawfully. They enjoyed the stay with no payment/s in consideration. They did not make use of the opportunities granted to them to purchase the lot in question. I do not know why they are still referred to as "sitting tenants"
38. The 2nd Defendant is a person, who entered into this process on reading the Advertisement in the SUN Paper on 09th June 2012. He has given clear evidence as to how he got the Provisional offer letter on 4th July 2012 and subsequently the letter of confirmation dated 31st July 2012 offering loan facility by the Housing Authority. However, he decided to settle by transferring funds from his FNFP. Accordingly, having arranged funds from FNFP as evidenced by the letter dated 23rd September 2013 "2DEx-4", he has proceeded to have the lease registered in his name as the present lawful lessee.
39. The above process has taken place in its usual manner as substantiated by the evidence of the 2nd Defendant and that of the witness from the Housing Authority. When the HA had advertised 6 properties for sale, as per the advertisement dated 9th June 2012, how can the Plaintiff level the allegation of fraud only in relation to the property in question (lot-3) hereof. The plaintiff has failed to prove the alleged fraud. I don't smell any rat in this sale, which, in my view, has been transparent and accomplished by following the due process.

ISSUES 11 & 12:

40. On careful perusal of the written submissions made by the Counsel for the Plaintiff and the 1st Defendant, in relation to these issues, I stand convinced that the article 26 & 35 of the Constitution will not assist the Plaintiff.
41. The 2nd Defendant is a bona-fide purchaser, who, having followed the procedures and adhered to the requirements imposed by the 1st and 4th Nominal Defendants, has now

become the Registered Title Holder of the subject matter land in this action. However, the only substantial relief prayed for by the 2nd Defendant is the dismissal of the Plaintiff's action. The other reliefs claimed in his written submission cannot be considered, unless those reliefs had been prayed for in his statement of Defence.

42. Any construction/ erection of building or structure in the subject land and the renovations claimed to have been done by the Plaintiff, were without the consent of the Head lessor, the 4th Nominal Defendant. Even the claim of \$11,000.00, being the so-called renovation charges, is substantiated (which is not in this case) the Plaintiff cannot claim it. The Plaintiff, being an unlawful occupant, who has constructed / renovated without the consent of the head lessor and having failed to honor the requirements imposed on her, cannot claim relief in equity. Her claim has to fail necessarily. However, she can be relieved of the costs, if any, payable by her considering the circumstances of this matter.

FINAL ORDERS

- a. The Plaintiffs' action fails.
- b. The Plaintiff's writ of Summons filed on 7th April 2015 and the Amended Statement of Claim filed on 17th August 2018 are struck out.
- c. The Plaintiffs' action against all the Defendants is hereby dismissed.
- d. No costs ordered and the parties shall bear their own costs.




A.M. Mohamed Mackie
Judge

At High Court Lautoka this 3rd day of April 2024.

SOLICITORS:

For the Plaintiff:

For the 1st Defendant:

For the 3rd Nominal Defendant:

For the 4th Nominal Defendant:

Babu Singh & Associates, Barristers & Solicitors

Messrs. Vijay Naidu & Associates

Office of the Attorney General

Legal Department, Itaukei Land Trust Board*