

IN THE HIGH COURT OF FIJI
AT SUVA
CIVIL JURISDICTION

Civil Action No. HBC 433 of 2019

BETWEEN : JAI PRASAD of Wainibokasi, Nausori, Businessman.

PLAINTIFF

AND : VISHAL KUMAR aka VISHAL VARUN KUMAR of Melborne Street, Verata,
Nausori, c/- M. Y. Khan Transport, Driver.

DEFENDANT

BEFORE: Hon. Justice Vishwa Datt Sharma

COUNSEL: Mr. Kumar V. with Mr. Singh P. - for the Plaintiff
Mr. Reddy J. with Ms. Kant D. and Mr. Kumar Y. - for the Defendant

DATE OF DECISION: 24th September, 2024 @ 9.30 am.

DECISION

[Damages for Breach of Contract, alternatively Refund of sum of \$25,000 with interest,
and costs]

INTRODUCTION

1. The Plaintiff filed a Writ of Summons and a Statement of Claim against the Defendant on 31st December 2019 and sought for the following orders:
 - (a) For the Specific Performance of a written agreement between the Plaintiffs and the Defendant made on 7th day of July 2008 for the sale by the Defendant to the Plaintiffs of the Defendant's Motor Vehicle Registration No. **FC0701/LM 62 now MB.62 with permit**;
 - (b) An injunction restraining the Defendant whether by himself, his servants, agents or howsoever from dealing with the **FC 701/LM 62 Now MB. 62 with permit** until further orders of this Court.
 - (c) Plaintiff claim damages for breach of contract; alternatively an immediate refund of the sum of **\$25,000.00 with 15% interest** on the principal sum from 7th day of July, 2008.
 - (d) Legal Practitioners costs in the sum of \$5,000 for making demand, attending and engrossing writ of summons with the statement of claim and perusing the claim.
 - (e) Such further or other relief as to this Honorable Court seems fit and proper;
 - (f) Costs of and incidentals to this action.
2. Subsequently, on 05th December, 2023, the Plaintiff withdrew the orders/relief sought at [a] and [b] respectively. However, the Plaintiff still sought for the remainder of the orders/relief at [c], [d], [e] and [f] accordingly.
3. Leave to enter Judgment against the Defendant was filed by the Plaintiff pursuant to Order 13 rule 6 [O.13,r.6] of the High Court Rules 1988, wherein the Defendant failed to file any Acknowledgment of Service and/or Statement of Defence to the Plaintiff's Writ and Statement of Claim.
4. The Defendant thereafter was given extension of time, filed his Statement of Defence on 10th December 2021 and sought for the striking out of the Plaintiff's Statement of Claim.
5. However, for the reasons outlined in the Decision of 20th January 2021, the Plaintiff's application was accordingly dismissed with costs.

Background to Case

6. The Plaintiff and the Defendant entered into a part oral and written contract wherein the Plaintiff was to purchase Motor Vehicle Registration No. FC701/ LM62, now MB 62 with the permit from the Defendant for a sum of \$25,000.
7. The Plaintiff and the Defendant argued orally that they would enter into a sale and purchase (S & P) for the consideration sum of \$5,000 for the purpose of avoiding payment of tax. However, the Plaintiff would still pay to the Defendant a sum of \$25,000.
8. On 07th July 2008, a Sale and Purchase Agreement was signed. The Plaintiff paid to the Defendant a sum of \$20,000 and on 08th November 2014, the Plaintiff and the Defendant entered into a Bill of Sale for the Balance sum of \$5,000 of the said vehicle with the permit.
9. The Plaintiff allegedly completed the payments as agreed upon, and when the Plaintiff demanded the Transfer of the said vehicle with the permit from the Defendant, the Defendant refused and subsequently sold the said permit to a third party, Suresh Kumar and to date the Defendant has not transferred the said vehicle onto the Plaintiff as agreed upon between them.
10. At trial proper, the Plaintiff gave evidence and called two (2) further witnesses whereas the Defendant only gave evidence and did not call any other witness(s) to support his case.
11. **[PW1] Jai Prasad testified:**

That he and the Defendant entered into a Sale and Purchase Agreement and the Bill of Sale for the purchase and transfer of vehicle FC 070 and permit number LM 62, now MB 62. The Bill of Sale and Sale and Purchase Agreement was witnessed by Commission for oaths, Jayant Pratap. He clarified that a sum of \$5,000 is shown on the Bill of Sale because the Defendant had requested him to do that in order to avoid payment of any tax for the transfer of the vehicle and the permit. After agreement, he paid the Defendant monthly installments and made an invoice and receipts. The Defendant failed to transfer the vehicle. He paid \$20,000 in cash and showed 3 invoices tendered into evidence as Exhibit - P1. After making all payments the Plaintiff asked the Defendant to transfer the vehicle and the permit, but the Defendant said 'No'. The Plaintiff came to know that the Defendant had sold the permit to a third party and has not transferred the said vehicle onto the Plaintiff's Name. The Plaintiff said, he is not claiming anything but asking for refund of the money that he paid to the Defendant for the permit and nothing else.

In cross examination, the Plaintiff told Court that he was the owner of the Minivan whilst the Defendant was the owner of the permit LM62 now MB62. In

April 2013, the Plaintiff gave his van FC070 to the Defendant to use his permit and arrangement was to pay \$500 monthly installments for the usage of the Defendant's permit. Vehicle was transferred to the Defendant, but was with him from the time it was transferred to the Defendant. The Plaintiff confirmed that he paid the Defendant a sum of \$25,000. The Vehicle is still under Defendants name but in Plaintiff's possession.

12. **[PW2] Rajnesh Chand** told Court -

He worked as a Mechanic for both the Plaintiff and the Defendant. He heard that the Defendant was intending to sell the vehicle and the permit to the Plaintiff since he had issues with mortgage property. He took Defendant to the Plaintiff. That's all he knows.

13. **[PW3] Jaywant Pratap** testified that -

He witnessed both the Bill of Sale and Sales and Purchase Agreement. The error on the document was rectified in terms of the surname of the Plaintiff from 'Prakash' to 'Prasad'.

14. **[DW1] Vishal Varun Kumar** testified and told Court that -

He knew the Plaintiff since did business together. There was no contract between them and only a mutual understanding. Plaintiff will use Defendant's permit on Plaintiff's van FC070. He was not sure if the Plaintiff paid him the total sum of \$25,000. He doesn't owe the Plaintiff \$25,000. Vehicle still under Defendant's name but in Plaintiff's possession. No one approached me to transfer the van onto the Plaintiff's names. Plaintiff was to pay me \$5,000 as per Exhibit - D2 on the Bill of Sale. Plaintiff paid \$500 monthly and \$6,000 annually for 5 years total was \$30,000. On the Bill of Sale, it is my signature and I argue with this Bill of Sale. In 2013 he had a permit under his name which he represented to Jai Prasad. Vehicle search at LTA reveals Defendant is the owners of LM62 referring vehicle No. EK020. Permit was given to Defendant in 2013, expired in 2017, new permit issued in 2017 upto 2027. Document No. 8 within Plaintiff's Bundle of Document Exhibit - P4 refers - issued on 21 February 2018: 01 October 2017 to 30 September 2027. Admits Plaintiff paid him \$24,000. Dispute started in mutual Agreement, that is my share from joint venture.

15. The case was adjourned for the parties to the proceedings to furnish court with their written submissions.

Determination

16. The Plaintiff's counsel on 05th December 2023 withdrew the orders and relief that were sought within the Statement of Claim at [a] and [b] and were accordingly dismissed.
17. Therefore, this Court now is left to determine the remaining orders and reliefs sought at:
 - [c] Damages for breach of contract; alternatively an immediate refund of \$25,000 with 15% interest on the Principal sum from 07 July 2008;
 - [d] Legal Practitioners costs in the sum of \$5,000 for making demand, attending and engrossing writ of summons with the statement of claim and perusing the claim.
 - [e] Such further or other relief seems fit and proper;
 - [f] Costs of and incidentals to this action.
- (a) **Whether any Sale and Purchase Agreement was entered into for the Transfer of the vehicle registration no. FC 701/LM62 with Minivan Permit in the sum of \$25,000?**
18. The Plaintiff in his testimony told Court that he and the defendant entered into a Sale and Purchase Agreement and the Bill of Sale for the purchase and transfer of the vehicle FC070 and permit number LM62, now MB 62.
19. The Agreement was signed for a consideration value of \$5,000. The Reason being that the Defendant confirmed in his cross examination that the Plaintiff had paid him more than \$24,000, supporting the evidence of the Plaintiff that the Agreement was for a consideration value of \$25,000.
20. At the time of the execution of the sale and purchase agreement, the fact of the matter is that it was illegal to sell the permit and transfer onto someone else's name, and hence it was for the Plaintiff to protect his interest on the vehicle and the permit, the Plaintiff approached his lawyers to prepare the Sales and Purchase Agreement at a consideration value of \$5,000 only instead of \$25,000.
21. Further, [PW3] Jaywant Pratap testified that in his capacity as a Commissioner for oaths, that he witnessed both the Sale and Purchase Agreement and the Bill of Sale.
22. There is evidence confirming that the Plaintiff and Defendant entered into a Sale and Purchase Agreement and executed a Bill of Sale on 07th July 2008 for the transfer of the motor vehicle registration no. FC070/ LM 62 with the Minivan permit from the Defendant to the Plaintiff in the sum of \$25,000.

23. Further, the Defendant admitted in his solicitors letter of 17 December 2019 that 'our client and your client had a mutual understanding that the vehicle will be transferred to your client upon the permit being revoked from the vehicle, further your client had failed to pay our client \$500 monthly as agreed between the parties, which your client is well aware of.'

(b) Whether the total cost of LM 62 now MB 62 was \$25,000?

24. The Plaintiff told Court that he paid the Defendant a sum of \$25,000 which is confirmed by Exhibit P1 [3 invoices]. The Agreed Purchase price was \$25,000.

25. Although the Agreement was signed for a consideration value of \$5,000 for the transfer of the said vehicle and the permit to the Plaintiff, the evidence is that it was the Defendant who had requested the Plaintiff to reflect a sum of \$5,000 on the document to the Defendant advantage in order to avoid payment of any taxes by him.

26. The Defendant in his evidence in chief had told court that the Plaintiff paid monthly installments of \$500 which came to \$6,000 annually and paid for 05 years which when calculated came to \$30,000 [\$6,000 annually x 5 years = \$30,000].

27. Therefore, to support the position that the purchase price of the vehicle and the permit was \$25,000, the Defendant himself confirmed in his evidence that the Plaintiff had paid the Defendant \$30,000, which he subsequently changed to \$28,000, \$26,000 and finally to \$24,000.

28. The evidence is specific and reveals that the total cost of LM 62 now MB 62 was \$25,000.

(c) Whether the Defendant allowed the Plaintiff to make installment based payments?

29. The three (3) invoices tendered as Exhibit - P1 reflects and confirms the breakdown payments received and hence was made on installments basis as was verbally agreed between the Plaintiff and the Defendant until such time the entire payment of the purchase price of the vehicle and the payment of \$25,000 was completely paid off.

30. Hence, there was no dispute with regards to the installment, payments rather was a verbal arrangement and agreement between the Plaintiff and the Defendant.

(d) Whether the Defendant executed a Bill of Sale dated 08th November 2014 in favour of the Plaintiff for the Balance sum of \$5,000 after \$20,000 was already paid by the Plaintiff to the Defendant?

31. The Plaintiff and the Defendant have both given evidence before this court that they had signed the Bill of Sale.

32. [PW3] Jaywant Pratap confirmed in his evidence that the Bill of Sale was signed by both the Plaintiff and the Defendant and witnessed by him as a Commissioner for Oaths at Sunil Kumar Esquire Law firm after both were explained the contents of the Bill of Sale therein.
33. The Court noted that the Defence Counsel at no stage of the hearing challenged the legality of the Bill of Sale. However, he only challenged the sale and purchase agreement which was signed by the Plaintiff and the Defendant.
34. The Plaintiff's contention all along has been that the Bill of sale was prepared and signed by the Defendant after the Plaintiff had already paid the defendant a upfront sum of \$20,000 for the transfer of the said vehicle and the permit accordingly.
35. Hence, the evidence reveals that the Defendant had executed the Bill of Sale dated 08th November 2014 in favour of the Plaintiff for the balance sum of \$5,000 after a total sum of \$20,000 was paid upfront to the Defendant by the Plaintiff.

(e) Whether the Plaintiff has paid the total sum of \$25,000 and requested the Defendant to transfer the permit LM62 now MB 62 to the Plaintiff?

36. The Defendant in his evidence revealed that there existed a mutual understanding between the Plaintiff and the Defendant. They will run the Mini Bus together. The Plaintiff will use Defendant's permit LM 62 and Plaintiff's vehicle FC070. Plaintiff was suppose to pay the Defendant \$500 monthly - Defendant paid him, however does not have any record. The Defendant was not sure if the Plaintiff paid him \$25,000.
37. In cross examination, the Defendant informed court in his evidence that the Plaintiff was paying \$500 monthly and \$6,000 annually for 5 years when tallied came to a total sum of \$30,000.
38. The Defendant admitted in cross examination that the Plaintiff paid him \$24,000. He further admitted that since he was the owner of the permit MB62, he sold it to third party, Suresh Kumar.
39. The admittance on the part of the Defendant is sufficient evidence to establish that the Plaintiff paid the Defendant not only a sum of \$24,000 for the transfer of the said vehicle FC070 and the permit LM 62 Now MB 62, rather the Plaintiff paid in excess of \$24,000, as per the evidence of the Defendant before this court.

(f) Whether the Defendant agreed to transfer the permit of LM 62 now MB 62 to the Plaintiff?

40. The Defendant was referred to the Plaintiff by [PW2] Rajnesh Chand. The Plaintiff and Defendant both entered into a Sale and Purchase Agreement for the purchase of the

Plaintiff's vehicle FC070 and Defendant's permit LM 62 Now MB62 for a consideration sum of \$25,000.

41. The Plaintiff admitted in his evidence that it was illegal to transfer permit during the time when they entered into an Agreement and Bill of sale for the sale and purchase of the vehicle and the permit.
42. The Defendant contented that he had given his permit LM 62 now MB 62 to the Plaintiff to be used on hire only since they have entered into a mutual understanding of running a business.
43. [PW2] Rajnesh Chand's evidence went unchallenged and was displaced when he told court that the Defendant represented to him that the Defendant was selling the permit LM62 now MB 62 and later introduce the Defendant to the Plaintiff and represented to the Plaintiff that the Defendant in selling the said vehicle and permit.
44. The Defendant when asked by the Plaintiff to transfer the vehicle and the permit under the Plaintiff's name, the Defendant denied and/or refused to do so and had subsequently sold the permit to a third party namely Suresh Kumar.
45. Thus, the Defendant initially at the time of entering into a mutual arrangement for the sales and purchase of vehicle FC070 and transfer of the Permit LM 62 now MB 62 had later upon receipt of the total agreed purchase price of \$25,000 reneged to his initial promise, now, unlawfully enriching himself to total sum of \$25,000.00.
 - g) **Whether after repeated requests by the Plaintiff, the Defendant has either neglected and/or refused and continues to neglect and refused to take any steps to complete the transfer of the paid permit LM 62 now MB 62 to the Plaintiff's names?**
46. As is evident from the Plaintiff's evidence that the Plaintiff paid the Purchase price as agreed upon between the Plaintiff and the Defendant that the vehicle and the Permit will be transferred onto the Plaintiff's name upon completing the payment and purchase price of \$25,000. The Plaintiff told court that he had paid more than \$24,000 to the Defendant and that the Defendant has failed to transfer the said vehicle and the permit after repeated requests.
47. The Defendant is very well aware being the holder of the permit LM 62, now MB 62 that he did not have any legal authority and/or ground to transfer the said permit to the Plaintiff. However, what can be concluded from the Defendant's actions and evidence is that he misrepresented himself of selling and transferring the permit to the Plaintiff once the government will allow the sale and transfer of the said permit.

48. The Defendant continuously failed and neglected and refuses to take any forward steps to complete the transfer of vehicle and permit LM 62 now MB 62 to the Plaintiff.

h) Whether the Plaintiff benefitted from the use of the Permit?

49. The Defendant contended that his permit was given to the Plaintiff on hire basis and that the Plaintiff will pay monthly installments of \$500 to the Defendant. However, there is no evidence led to the effect to show and establish that the Plaintiff was indeed using the Defendants permit LM 62 now MB 62 on hire.

50. There is no doubt and I reiterate that the defendant gave evidence in chief that he and the Plaintiff entered into a mutual agreement to do a joint business together wherein the Plaintiff will use the Defendant's permits and pay \$500 as monthly installment rental to the Defendant, which in fact was paid according to the Plaintiff's evidence.

In Conclusion

51. The defendant was the holder of Mini Van permit no. LM 62 now MB 62 whereas the Plaintiff was the owner of the Toyota Hiace van registration no. FC070. The Plaintiff agreed to purchase the vehicle and permit for the consideration sum of \$25,000.

52. The Plaintiff paid Defendant \$20,000 upfront and the balance of \$5,000 by monthly installments of \$500 with interest.

53. The Toyota Hiace van became LM 62 after the Defendant has put his permit MB 62 onto the Plaintiff's Toyota Hiace Van. Hence, the Plaintiff's vehicle was transferred onto the Defendant's name.

54. It was a shared business on a joint venture, run on a mutual understanding, and the defendant will transfer the vehicle and permit onto the Plaintiff's name once the government will allow the sale and transfer of the permit. Hence, the Plaintiff paid out a sum of more than \$24,000 to the defendant in anticipation of the Defendants misrepresentation made to the Plaintiff where the defendant knew that he had no legal authority to sell and/or transfer the Permit and the vehicle to the Plaintiff as earlier agreed upon.

55. According to the Defendant, he did not sell his permit LM 62 now MB 62 to the Plaintiff, rather the Plaintiff used his permit at a monthly installment payment of \$500.

56. The arrangement was that the Plaintiff will pay the defendant a sum of \$25,000.

57. According to the Defendant's evidence, the defendant reiterated that the Plaintiff paid \$500 monthly for 12 months which came at \$6,000 annually for 5 years which then tallied to a sum of \$30,000.

58. The defendant admitted recovering the total of the sum no excess of \$25,000 which was the agreed purchase price of the vehicle and transfer of permit LM 62 now MB62. However, there was no explanation as to why he received upto \$30,000 when in fact they agreed at a purchase price of \$25,000.
59. After completing the installment payment of \$500 monthly and upfront payment of \$20,000, the total purchase price of \$25,000, the Plaintiff then asked the Defendant repeatedly to transfer the vehicle and the permit to the Plaintiff's name. However, the defendant refused and neglected to take any steps in order to ensure both the vehicles and the permit is transferred onto the Plaintiff's names as initially agreed upon in terms of their mutual understanding, signing of Sale and Purchase Agreement and the oral agreement and execution of a Bill and Sale document and of course a complete payment of purchase price in excess of \$24,000.
60. The Plaintiff testified that to this date the defendant has not transferred the said vehicle onto the Plaintiff's name and that the vehicle is now not roadworthiness and/or scrapped and is left parked in the Plaintiff's backyard collecting rust. Hence, it is no longer economical for the Plaintiff to get the said vehicle transferred onto his name since the Plaintiff will not be able to use the said vehicle nor will he be able to dispose off the same to recover his losses due to wear and tear and rust accordingly.
61. The Defendant would have known that if he did not honour his promise as per the mutual understanding, sale and purchase Agreement and topped with a Bill of Sale that if the Defendant did not transfer the vehicle and the permit onto the Plaintiff's name, the Plaintiff will definitely suffer a loss of money which was evidentially paid to the defendant and further would be prejudicially affected accordingly.
62. The question that now comes to mind is this: **Is there an unjust enrichment arising herein where the Defendant has enriched himself at the expense of the claimant [Plaintiff]?**
63. I make reference to the case in **Manohan Aluminium Glass (Fiji) Ltd v Fong Sun Development Ltd** [2018] FJCA 23; ABU 0018.2015 (8 March 2018) Honourable Justice Jameel, J.A. in paragraph 33 defined unjust enrichment as:

"Unjust enrichment arises in a situation in which the defendant is enriched at the expense of the claimant and there is in addition a reason, not being a, manifestation of consent or a wrong, why that enrichment should be given up to the claimant" (Peter Berks, Unjust Enrichment, second ed. 2005)

64. In Paragraph 34, Honourable Justice Jameel, JA. goes on to provide:

"The principle of unjust enrichment requires first, that the defendant has been enriched by the receipt of a benefit, secondly that this enrichment is at the

expense of the claimant, and that the retention of the enrichment be unjust and finally that there is no defence or bar to the claim". (Chitty on Contracts, Vol 1, para 29-018, Sweet & Maxwell, 2004).

65. In paragraph 38, Honourable Justice Jameel, JA. Refers to the case of **National Bank of New Zealand Ltd v Waitaki International Processing (NI) Ltd** [1997] 1 NZLR and provide the three elements of unjust enrichment, which are:

a. Proof of enriched by receipt of a benefit.

The evidence of an oral contract upon the mutual understanding between the Plaintiff and the Defendant has been establish. The Plaintiff paid the Defendant an upfront sum of \$20,000, and continued with monthly installment payment(s) of \$500 in access of more than Agreed Purchase Price of vehicle and transfer of permit of \$25,000.

The evidence proofs and establishes that the defendant received the money(s) on the admitted Exhibit- P1 to all three receipts.

b. Enrichment at the Expense of the Plaintiff

The defendant took and accepted the Agreed money for the purchase and transfer of the vehicle and the permit LM 62 now MB 62.

However, when time came for the Defendant to transfer and fulfill his promise and objectives to the Plaintiff as agreed upon between them, the defendant reneged from that and hence sold his permit to a third party by the name of Suresh Kumar instead. The same is supported and is evident by letter of 31 October 2023 sent by LTA to Sunil Kumar Esquire facilitating the search for Mini Bus Permit MB 62.

Evidence from the Defendant and the Plaintiff revealed that the vehicle is still under the Defendant's name after the Defendant's permit was placed on vehicle and transferred at LTA that the vehicle is now parked idle, collecting rust, scrapped and unfit for road worthiness at the backyard of the Plaintiff.

c. Retention of the Benefit is unjust

The Plaintiff's evidence establishes that the sole reason for him paying the Defendant was for the purchase of said vehicle and transfer of the Defendant's permit onto the Plaintiff's names.

66. Bearing in mind that the Defendant has now sold his permit LM 62 Now MB 62 to a third party, Suresh Kumar, and that the said Plaintiff's vehicle, initially has been scrapped and in unroadworthy condition, the conclusion that is arrived at is without doubt that the Defendant has unjustly enriched and benefitted from the receipt of the consideration sum of money paid to the defendant by the Plaintiff.

67. The Defendant admitted signing the Bill of Sale after the Plaintiff paid the Defendant upfront a sum of \$20,000 in order to protect his interest in the said vehicle and the permit transferred onto his name. The Defendant's signature on the Bill of Sale documents was witnessed by (PW3) Jaywant Pratap, a Commissioner for Oaths.
68. The Plaintiff also gave evidence that he went to Land Transport Authority to get the permit transferred onto his name, however, was declined since the transfer of permit was illegal.
69. Hence, taking all above into consideration together with the *viva voce* evidence, Exhibits and written and oral submissions. I find that the Plaintiff is affected by the actions of the Defendant in that the false misrepresentation made to the Plaintiff by the defendant that he will transfer the vehicle and the permit to the Plaintiff once the law allows the sale and transfer of the same when the defendant was fully aware that it was not possible and illegal and that he was unauthorized to do so in law.
70. Accordingly, I find that the Plaintiff and the Defendant did enter into a part written and oral agreement of which they both are aware of and the Plaintiff was to pay the Defendant a sum of \$25,000 as the purchase price of the vehicle and the transfer of the permit and that the defendant would then transfer the same vehicle and permit onto the Plaintiff's name.
71. The Plaintiff completely in good faith honoured his promise and objectives in terms of the mutual arrangement, sale and purchase agreement and executed Bill of Sale, however, the defendant miserably failed to honour his part.

Costs

72. The substantive matter proceeded to full hearing with the Plaintiff calling 3 witnesses and whereas the Defendant called 1 witness.
73. It is only just and fair that I order summarily assessed costs of \$3,500 to be paid by the Defendant to the Plaintiff within 14 days timeframe.
74. For the aforesaid rational, I have no alternative but proceed to grant the following orders as sought for by the Plaintiff in his Writ of Summons and the Statement of Claim of 31st December 2019:

Orders

- (1) The Defendant to immediately refund to the Plaintiff the sum of \$25,000 together with 15% interest on the principal sum calculated from 07th July 2008 until the full payment is hereof made.

- (2) The Defendant to pay the Plaintiff a summarily assessed costs of \$3,500 within 14 days timeframe.
- (3) The Defendant to immediately liaise with the Plaintiff/Counsel and transfer his vehicle Toyota Hiace van registration no. EC070 in whatever condition/status within 14 days timeframe.
- (4) Orders as hereinabove accordingly.

Dated at Suva this 24th day of September , 2024.



VISHWA DATT SHARMA
PUISNE JUDGE

CC: SUNIL KUMAR ESQUIRE, NAUSORI
JITEN REDDY LAWYERS, NAKASI