

IN THE HIGH COURT OF FIJI
AT SUVA
CIVIL JURISDICTION

Civil Action **HBC No. 312 of 2024**

IN THE MATTER of a mortgage action pursuant to Order 88 of the High Court Rules 1988 (as amended)

And

IN THE MATTER of Mortgage No. 857643 given by **PRANEET PANDE, NATASHNI DEVI KUMAR, and PRADEEP PANDE** all of Lot 22, Dadakulaci Road, Nadawa, Nasinu, Company Manager, ICT Supervisor, and General Manager respectively in favour of **HOME FINANCE COMPANY PTE LIMITED** trading as **HFC BANK**

BETWEEN : **HOME FINANCE COMPANY PTE LIMITED** trading as **HFC BANK** a limited liability company having its registered office at 371 Victoria Parade, Suva, Fiji.

Respondent/Plaintiff

AND : **PRANEET PANDE, NATASHNI DEVI KUMAR, and PRADEEP PANDE** all of Lot 22, Dadakulaci Road, Nadawa, Nasinu, Company Manager, ICT Supervisor, and General Manager respectively **TOGETHER WITH THEIR FAMILY, DEPENDANTS, AGENTS, SERVANTS, AND/OR INVITEES WHO ARE NOT KNOWN TO THE PLAINTIFF PRESENTLY OCCUPYING THE PROPERTY.**

Applicants/Defendants

Representation:

Applicants/Defendants: Mr. B. Ram (Benjamin Ram Lawyers)

Respondent/ Plaintiff: Ms. P. Verma (Mitchell Keil)

Date of Hearing: 5th August 2025.

Ruling

A. Introduction

[1] On 23rd May 2025, I ordered that the Defendants deliver to the Plaintiff immediate vacant possession of all that piece or parcel including a dwelling house comprised and described in Housing Authority Sub-Lease Number 381718 being lot 22 on DP 7325 situated at lot

22, Dadakulaci Road, Nadawa, Nasinu. The Defendants, their families, servants, agents and employees were restrained in all forms from damaging, removing or interfering with the improvements to the Property in any way as to diminish its value. I further ordered the Defendants to pay the Plaintiff \$1000.00 as costs within 21 days. The costs were summarily assessed.

[2] The defendants have now filed a stay pending appeal application.

B. Determination

[3] I have heard the lawyers on stay pending appeal. The law on stay pending appeal is well established. I need not restate it. I have also noted the grounds of appeal.

[4] The plaintiffs hold a mortgage over the property. It entitles the plaintiff to take possession off and sell off the property in the event of a default in payments. The applicant/defendant for their part argued that they are willing to sell off the property to pay the bank. I do not find that the applicant/defendant's right of appeal will be rendered nugatory.

[5] The Applicants/Defendants are already in default of payments to the bank. The bank is exercising its contractual and statutory rights to recover the monies. The Respondent/Plaintiff (Bank) will be injuriously affected if stay is granted. The monies owed will accumulate and the property might deteriorate. The monies continue to accumulate and remain unpaid. Costs are being incurred.

[6] The Applicant/Defendants have five proposed grounds of appeal. I have briefly perused them. The proposed grounds are not strong grounds. It does not affect a third party. However, should the bank accept an offer, from a party a third party will be affected. No novel or important questions are involved.

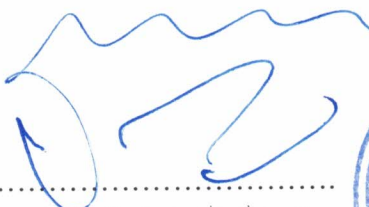
[7] The balance of convenience favours the Respondent/Plaintiff. The status quo should be maintained and the application by Applicant/Defendant is refused for these reasons.

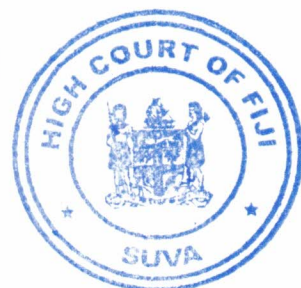
[8] Stay pending appeal is refused. Applicants/Defendants to pay Respondent/Plaintiff \$1000.00 as costs. The costs have been summarily assessed. To be paid within 21 days.

C. Orders

(a) Stay pending appeal refused.

(b) Applicants/Defendants to pay Respondent/Plaintiff \$1000.00 as costs. The costs have been summarily assessed. To be paid within 21 days.


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Chaitanya S.C.A Lakshman
Puisne Judge



8th August 2025