

**IN THE HIGH COURT OF FIJI
AT SUVA
CIVIL JURISDICTION**

CIVIL ACTION NO: HBC 309 of 2024

BETWEEN : AUTOWORLD TRADING (FIJI) PTE LIMITED

PLAINTIFF

AND : FARAH AZIZ trading as MEDIA PACIFIC

DEFENDANT

APPEARANCES/REPRESENTATION

PLAINTIFF : Shelvin Singh Lawyers

DEFENDANT : Patel Skiba Lawyers

RULING BY : Master Ms Vandhana Lal

DELIVERED ON : 25 September 2025

INTERLOCUTORY RULING

[Setting Aside Default Judgment]

File background

1. The Plaintiff through its solicitors caused a writ to be issued against the Defendant.
2. The writ with acknowledgement of service was served on Defendant on 22nd November 2024.
3. On 06th March 2025 the Plaintiff's solicitors filed search, praecipe and had a Default judgement sealed on 11th March 2025.

4. A sealed copy of the Default Judgement was served on the Defendant on 21 March 2025.

Application for Determination

5. On 17th April 2025 the Defendant via his solicitor filed her application for setting aside the default judgement.

Determination

Is the Judgement regular?

6. The claim by the Plaintiff is for unpaid rental (from September 2020 till August 2024) of its property on Crown Lease No. 1790.
7. The claim for unpaid rental is a liquidated claim except for the claim for interest at the rate of 13.5%.
8. The default judgement so sealed is for interest at “5% *per annum* from 08th November 2024 until judgement”.
9. Post judgement interest if not agreed between parties needs to be assessed by the Court.
10. The award of 5% interest on the default judgement is not pleaded as an amount agreed to between the parties nor has the court made an award of the said sum to the Plaintiff.
11. Hence the Judgment so sealed is irregular.

Reasons for not defending the proceedings earlier

12. According to the Defendant, she was never served with the writ. She was only served with the judgement on 21/3/25. Hence, she could not defend the proceedings.

Upon service of the judgement, she engaged her solicitors who conducted file search and obtained relevant documents.

Any meritorious defence raised?

13. She further claims she has meritorious defence:

- The Plaintiff has named her as a sole trader, trading under the name Media Pacific;
- The Media Pacific is a limited liability company;
- As a result, the defendant is not personally liable for the debts or liabilities of Media Pacific;
- She did not provide any personal guarantee on behalf of the company;
- All correspondence was in the capacity as an employee of Media Pacific;
- The tenancy agreement was between Media Pacific and the Plaintiff.

14. As per the search with Registrar of Companies “Mediaspacific Limited” is a limited liability company (now deemed de-registered as at 31 December 2021).

15. There are issues for determination - with whom did the Plaintiff enter into the tenancy agreement; was it with Farah Aziz on personal capacity or with Media Pacific on whose behalf Farah as an employee communicated with the Plaintiff?.


16. The Defendant has raised meritorious defence. Hence, I had it proper that an Order ought to be granted to set aside the default judgment so sealed on 11 March 2025.

ORDERS

17. On the Defendant's application dated 16th April 2025 following orders are made:

- i. The Default Judgement sealed on 11th March 2025 is set aside forthwith;
- ii. The Defendant is granted leave to serve her defence by 12 noon on 09th October 2025;
- iii. Plaintiff to file / serve its reply to defence by 12 noon on 23rd October 2025;
- iv. A summons for direction to be filed / served by 12 noon on 23rd November 2025;
- v. Costs of the application to be in cause.




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Vandhana Lal [Ms]
Master of the High Court
At Suva.

25 September 2025.

TO:

1. **Suva High Court Civil File No. HBC 309 of 2024;**
2. **Shelvin Singh Lawyers, Solicitors for the Plaintiff;**
3. **Patel / Skiba Lawyers, Solicitors for the Defendant.**