

IN THE HIGH COURT OF FIJI

AT SUVA

CIVIL JURISDICTION

CIVIL CASE NO: HBC 315 OF 2025

BETWEEN : RAJESH NARAYAN

PLAINTIFF

AND : MOHAMMED IMRAN RAZA

DEFENDANT

**Counsel : Mr D Nair for the Plaintiff
Defendant in Person**

Date of Hearing : 9 October 2025

Date of Judgment : 9 October 2025

JUDGMENT

Introduction

[1] This matter comes before the court pursuant to section 169 of the Land Transfer Act (Cap 131). The plaintiff, Rajesh Narayan, seeks an order for immediate vacant possession of land described as CT 17028, Lot 3 on DP 4057, located at Nokonoko Road, Laucala Beach, Nasinu, Suva. The application is supported by an affidavit outlining the plaintiff's entitlement, the basis of the defendant's occupation, and alleged breaches of tenancy, including late rent and utility payments, property damage, and disorderly conduct.

Legal Framework

- [2] Section 169 establishes a summary procedure allowing a registered proprietor to reclaim possession when a person occupies the land without a legal right. The court is required to grant the order unless the defendant can show valid grounds for remaining, such as a lease, license, or other recognized legal right ((*Nadhan v Reddy* [2019] FJHC 894). This is aimed at swift resolution and protection of registered landowners.

Summary of the Evidence of Rajesh Narayan

- [3] The evidence relied upon in support of the plaintiff's application is set out in the affidavit of Rajesh Narayan, sworn and filed in the originating summons.
- [4] Rajesh Narayan affirms that he is one of the registered proprietors of the subject land described as CT 17028, Lot 3 on DP 4057, situated at Nokonoko Road, Laucala Beach, Nasinu, Suva. His proprietorship is established by the annexed certificate of title. He further deposes that his spouse, Usha Kiran Narayan, is a co-proprietor and has provided written authority for him to institute these proceedings on their behalf. A copy of this written authority is also annexed to his affidavit.
- [5] The evidence given sets out that the defendant and his spouse have occupied Flat 3, one of four flats on the property, as tenants from 27 May 2025. Since the commencement of their occupation, the defendant has persistently defaulted on or delayed payment of rent and electricity charges, and has failed to execute a formal written tenancy agreement, despite being provided with a copy. Copies of both the unsigned tenancy agreement and recent evidence of overdue electricity bills are exhibited in the affidavit.

- [6] The plaintiff further alleges a pattern of misconduct by the defendant, including the allowance of unauthorized visitors onto the premises, and repeated violent or disorderly behavior while intoxicated. This allegedly includes the use of vulgar and abusive language, and the creation of a hazardous, noisy, and disturbing environment detrimental to the well-being of the plaintiff's family, including his parents, both of advanced age, and his sister who also resides in the premises.
- [7] The affidavit also details incidents of property damage, specifically alleging that the defendant caused damage to water pipes, resulting in leaks within the unit occupied by the plaintiff's elderly parents.
- [8] In response to these ongoing defaults and disturbances, Rajesh Narayan states he personally served the defendant with a Notice to Quit dated 30 July 2025, requiring the defendant to vacate Flat 3 by 1 September 2025. The defendant, however, refused to vacate or acknowledge the notice, choosing to remain in occupation in defiance of the formal notice. A copy of the Notice to Quit is annexed as evidence of the plaintiff's compliance with legal requirements.

Defendant's Acknowledgment of Service

- [9] The defendant has formally acknowledged service of the originating summons, affidavit in support, and related documents. In the acknowledgment of service, the defendant is given the opportunity to indicate whether he intends to contest the proceedings, apply for a stay of execution, or seek transfer of the action to the High Court. In this instance, the defendant has not indicated in writing any intention to contest the proceedings or to apply for a stay or transfer. However, on the day of hearing, he appeared in person and conceded that he did not claim any lawful entitlement to remain in the property, but he denies the allegations made against him by the plaintiff.

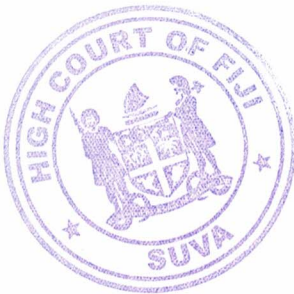
Analysis

- [10] Based on the evidence of the plaintiff, I find that he and his spouse are the registered proprietors of Lot 3 CT 17028. The plaintiff's evidence establishes that the defendant and his female partner have occupied Flat 3 as tenants since 27 May 2025 and that there has been persistent default in the timely payment of rent and utilities and failure to sign a written tenancy agreement. Furthermore, I find that the defendant has engaged in misconduct involving abusive behavior, property damage, and disturbance to the plaintiff's family and elderly parents. The plaintiff lawfully served a Notice to Quit on 30 July 2025, requiring vacation of the premises by 1 September 2025, which the defendant refused. All procedural requirements have been met, including service of all relevant documents and acknowledgment thereof by the defendant.
- [11] The burden falls on the defendant to show lawful entitlement to remain, which has not been discharged by any counter-affidavit or legal argument based on a recognized right such as the continuance of a valid tenancy or license. Despite having received a Notice to Quit and all relevant documents, the defendant has refused to vacate the property or acknowledge the termination of tenancy. The refusal to vacate is not accompanied by any lawful justification, nor is there any evidentiary basis for resisting the plaintiff's claim for vacant possession.
- [12] In the absence of contest or substantive response, the legal presumption applies that the defendant does not possess a valid ground to remain on the premises. The court, accordingly, is entitled to grant the order for immediate vacant possession under section 169 of the Land Transfer Act with costs awarded against the defendant in favour of the plaintiff.

Orders

[13] The Orders of the court are:

1. The defendant, Mohhamed Imran Raza, and any person occupying through him, shall vacate Lot 3 on CT 17028, Nokonoko Road, Laucala Beach, Nasinu, Suva, on or before 10 November 2025.
2. In default of compliance, this order may be enforced by a writ of possession.
3. The defendant shall pay the plaintiff's costs which are summarily assessed at \$750.00, within 21 days from the date of this order.



A handwritten signature in black ink, appearing to be "D. Goundar", written over a horizontal dotted line.

Hon Mr Justice Daniel Goundar

Solicitors:

Nilesh Sharma Lawyers for the Plaintiff

Defendant in Person