

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

**HBC 191 OF 2020**

**BETWEEN:**            **RAVINESH CHAND T/A RISH DISTRIBUTORS** of Vatiyaka, Ba,  
Businessman.

**PLAINTIFF**

**A N D:**                **MANOJ KUMAR T/A EKTA BUILDERS** a duly incorporated company  
having its registered office at Link Road, Lautoka.

**DEFENDANT**

Appearances:        Ms. Ben S. for the Plaintiff  
                              N/A for the Defendant

Date of Hearing:      28 August 2023

Date of Ruling:      29 January 2026

**R U L I N G**

1. In this case, the *Amended Statement of Defence and Counter-Claim* was struck out by the Learned Master on 19 January 2023 on account of the defendant’s failure to comply with an unless order which was made on 13 April 2023. The unless order in question related to some unpaid costs. Suffice it to say that extensions were granted to comply with the unless order, the defendant still failed to comply.
2. On 04 May 2023, S. Nand Lawyers filed a *Summons to Seek a Formal Proof Date*. The matter was referred to me on 22 May 2023. The formal-proof hearing was conducted on 28 August 2023.
3. The plaintiff, Ravinesh Chand (“**Chand**”) was the only witness called. He gave the following evidence:
  - (a) on 14 May 2018, Chand and Manoj Kumar (“**Kumar**”) the defendant, entered into a building contract.
  - (b) Kumar was to build a two-flat single storey house at Namosau in Ba.

The value of the contract was \$120,000 – 00<sup>1</sup>.

- (c) the Agreement sets forth a payment plan which is structured as follows<sup>2</sup>:
    - (i) \$36,000 to be paid upfront upon temporary power and water supply, job set out, trench works, steel works, floor works and block work up to five rows.
    - (ii) \$35,000 to be paid upon completion of block work up to beam height, roofing structure, plumbing works, doors and windows, electrical works.
    - (iii) \$35,000 to be paid upon completion of joinery works, plaster works, painting, tiling works, sewer line works and interior finishing.
    - (iv) \$14,000 to be paid upon grant of Engineer's Certificate.
  - (d) Chand actually paid Kumar \$114,000 out of the total contract price<sup>3</sup>. He only withheld \$6,000. This was to be paid upon final completion when the completion certificate is issued.
  - (e) however, Kumar left the job site on 16 January 2020 without completing the contract. He did not tell Chand why.
  - (f) Chand sent formal demands to Kumar to return the money for work not completed.
  - (g) according to Chand, Kumar only completed the first phase of the building. He neglected to build the second and third phases. An undated defect Report prepared by Vinadu Construction states that, following inspection, "three-quarters of second stage was left and stages three and four were completely left" (sic). The estimated full labour costs to complete the job is stated as \$25,000.
  - (h) Chand had to hire another contractor (namely one Munesh Rajend trading as Vinadu Construction) to complete the house. He incurred an additional charges and costs, \$25,000 for labour and \$52,5337 for materials.
4. Chand said that there were no variations to the building contract. Apart from the additional costs for labour and materials that he had to settle with the new contractor, he also had to pay extra costs for cleaning around the house.
5. Chand said that, had the house had been completed by Kumar on time, he would have let out the two flats for rent sooner and earn income from that.
6. When questioned, Kumar was not able to point clearly at a specific date when he engaged the new contractor.

---

<sup>1</sup> As stated in Clause 1 and in the Recitals to the Agreement.

<sup>2</sup> As set out in Clauses 2 to 5 of the Agreement.

<sup>3</sup> Invoices of Ekta Builders tendered but no receipts.

7. Chand refers to Clause 15 of the contract which requires Kumar to pay \$200 per day in liquidated damages for each day the project is delayed. However, he was not able to ascertain clearly the total number of days of delay. I keep in mind that the year 2020 was the first covid-year in Fiji during which most businesses were not operating for the greater part of the year. I am not prepared to make any liquidated award in relation to this.
8. In the Statement of Claim, Chand claims:
- (a) \$74,000 being the advance paid by Chand to Kumar in respect of Phases 2 and 3 of the project, which Kumar failed to complete.
  - (b) general damages.
  - (c) interest
  - (d) costs
9. I do note that no documentation was adduced to confirm that the building plan was ever approved by the relevant municipal authority or the relevant rural local authority, although the Recital to the Agreement states that Kumar was to “*build the said structure according to the plan approved by Ba Town Council*”. I also note from the Recital that the land in question is comprised in *i-Taukei* Lease No. 29700, Land known as Namosau (part of) Sub Division being Lot 1343 on SO 5696 in the Tikina of Nailaga in the Province of Ba. No document was ever adduced to confirm that the *i-TLTB* did consent to the building in question. I also note that the only evidence of payment to the second contractor which the plaintiff adduces are the invoices issued by the said contractor. I must state here categorically that the issuance of an invoice does not, in itself, constitute evidence of a remittance. An invoice is merely a demand or request for payment. It does not prove that payment was actually made.
10. In the circumstances, given the shortcomings in the evidence, and allowing some benefit of the doubt where due, I am only prepared to award the plaintiff \$74,000 plus costs which I summarily assess at \$1,000-00.



Anare Tuilevuka  
JUDGE

29 January 2026