

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

Civil Action No. **128 of 2025**

**BETWEEN:**            **SILENDRA SINGH** of 46 Te Iringi Drive, Manukau, Auckland, New Zealand, Driver.

**Plaintiff**

**AND:**                    **AJESHNI DEVI PRASAD** of Lot 11, Kitu Place, Davuilevu Housing, Sales Assistant.

**Defendant**

**Representation:**

**Plaintiff:** Ms. L. Prasad (Benjamin Ram Lawyers)

**Defendant:** Mr. F. Ali (Legal Aid)

**Date of Hearing:** 11<sup>th</sup> December 2025.

**Decision**

**A.        Introduction**

[1]        The plaintiff filed originating summons seeking that he be given the first right to purchase Housing Authority Sub Lease No. 603041 being Lot 11 on DP 9376 being “Davuilevu & Na Calia” having an area of 242 M<sup>2</sup> at a consideration of the property’s market value assessed by Landprop Valuations & Consultancy Services at \$180,000.00. The originating summons is accompanied by an affidavit of the Plaintiff.

[2]        The Defendant filed an affidavit in opposition. The Plaintiff filed an affidavit in reply. The parties were heard. The Defendant’s lawyer made oral and written representation. The Plaintiff’s lawyer made oral submissions. Both parties relied on the affidavit of the parties.

**B.        Background**

[3]        The parties are co-owners of the property. The parties are now divorced. They both note that the property is assessed at a Value of \$180,000.00.

**C.        Determination**

[4]        Section 119 (2) of the Property Law Act provides that “*the court may, if it thinks fit, on the request of any party interested, and notwithstanding the dissent or disability of any other party, direct a sale in any case where it appears to the court that, by reason of the nature of the land, or of the number of the parties interested or presumptively interested*

*therein, or of the absence or disability of any of those parties, or of any other circumstance, a sale of the land would be for the benefit of the parties interested.”*

- [5] The parties agree that the other has 50% share in the property. They jointly own the property. The Plaintiff is seeking that he be given the first chance to purchase the property. The Defendant for her part seeks that she be given the first chance to purchase the property and pay of the Plaintiff.
- [6] The Plaintiff lives in New Zealand. The Defendant for her part has lived on the property since the separation of the parties. She lives with her children. She has been solely making the mortgage repayments since the time of their separation. She has been taking care of the property.
- [7] The Defendant is living on the property. She desires to pay of the Plaintiff his share. It is only just that this be allowed. She has no other place to live or go to. She has invested in the property. She has maintained it, since the Plaintiff and her separated. It is only fair that she be allowed the first right of purchase. The Plaintiff is living in New Zealand. He has resettled. He will get his share of the property minus the payments that need to be allowed.
- [8] For the reasons given, I order that the Defendant pay the Plaintiff his share in the property and have the property transferred in her name. This will be subject to the outgoings and monies owed as part of mortgage, rates, etc.
- [9] The Property is worth \$180,000.00. Each party’s share is \$90,000.00. The Defendant over a period paid \$32762.38 as part of the mortgage repayment. The Plaintiff will reimburse the Defendant half of what she paid as mortgage. They will share \$10,000.00 owed to Satya Narayan Singh. They will apportion the mortgage that is owed to Housing Authority. I note that the apportionment will be made in due course. The mortgage figures will change in the period. For this reason I cannot make specific orders regarding the sum to be paid. The parties are however at liberty to move Court if they need any further directions or clarifications.
- [10] The Defendant is to pay the Plaintiff his share less all the outgoings within 6 months of this decision.



A handwritten signature in blue ink, appearing to be "Chaitanya S. C. A. Lakshman".

.....  
Hon Justice Chaitanya S. C. A. Lakshman  
**Puisne Judge**

30<sup>th</sup> January 2026