

IN THE HIGH COURT OF FIJI AT SUVA
CIVIL JURISDICTION

CIVIL CASE NO: HBC 390 OF 2025

BETWEEN: **FINELAND INVESTMENTS PTE LTD** a private company registered
in Fiji and having its registered office at Suva.

PLAINTIFF

A N D:

1. **ASHOK SHALENDAR KUMAR** of 40 Swan Crescent, Green Valley, NSW 2168, Australia, Graphic Designer.
2. **PRAVEENA LATA KUMAR** of 13 Lambe Street, West Hoxton, Sydney, Australia, State Technical and Quality Manager.
3. **RAVEENA LATA KUMAR** of 229 Rewa Street, Suva, Currently, Unemployed; and
4. **RONALD ASHISH KUMAR** of 32 Congressional Drive, Liverpool, NSW 2170, Australia as Administrator of the Estate of Sushil Saxena Kumar lately of 229 Rewa Street, Suva, Computer Engineer, Deceased.

DEFENDANTS

Counsel: Mr. S. Parshotam for the Plaintiff

Date of Hearing: 30th January 2026

Date of Judgment: 30th January 2026

RULING

1. On 28 January 2026, the Plaintiff filed this Summons for an order extending the caveat, seeking the following orders:

- a) *That the Caveat No. 960901 dated 24 February 2025 lodged by the Plaintiff against the title to the land comprised in Certificate of Title No. 6975 with the Registrar of Titles, the land of the Defendants, be extended until further Order of this Court.*
 - b) *That the time for service and hearing of this Summons be abridged to one hour.*
 - c) *That the Defendants pay the costs of and occasioned by this application.*
2. The Summons is accompanied by an Affidavit of Kowtil Jogia, which sets out the factual background of this application. On 29 January 2026, the Learned Counsel for the Plaintiff informed the Court that the Plaintiff had served this Summons on the Defendants by delivering it to the address specified in the caveatee's application. Ms. Gul Fathima of R Patel Lawyers appeared in Court and acknowledged service of this Summons on behalf of the Defendants.
 3. The Plaintiff, as purchaser, and the Defendants, as vendors, had entered into a sale and purchase agreement in respect of the property comprised in Certificate of Title No 6975, being Lot 1 of Deposited Plan No 1275, located at 58-62 Bau Street, Flagstaff, Suva. The Plaintiff had paid the deposit of \$150,000 into the trust account of R Patel Lawyers, the Defendants' lawyer. Subsequently, a dispute arose between the Plaintiff and the Defendants regarding the actual land area of the subject property.
 4. On 3 October 2024, the Defendants' lawyer issued a Notice to Complete. On 4 October 2025, the Plaintiff served a Notice under Section 10 of the Trust Account Act on the Defendants' lawyer. Subsequently, on 3 December 2025, the Plaintiff issued a writ of summons with a Statement of Claim.

5. Meanwhile, the Plaintiff lodged a caveat against the title of the subject property described above on or about 28 February 2025. On or about 7 January 2026, the Plaintiff received a Notice of Removal of Caveat under Section 110 of the Land Transfer Act.
6. The Plaintiff claims in this Summons that, if the Caveat is not extended under Section 110 (3) of the Land Transfer Act, the Plaintiff's rights as a purchaser under the Sale and Purchase Agreement will be seriously undermined.
7. A contract or agreement (whether conditional or unconditional) for the sale and purchase of land passes a beneficial or equitable estate to the purchaser, which is recognized as a caveatable interest. (*see: Lysaght v Edwards (1876) 2 Ch D 499 (Ch) at 506; Foreman v Hazard (1984) 1 NZLR 586 (CA); McDonald v Isaac Construction Co Ltd (1995) 3 NZLR 612*)
8. Considering the reasons outlined above, I am satisfied that the Plaintiff has a caveatable interest in this matter. Accordingly, I extend the time of the Caveat lodged by the Plaintiff against the subject property described above until the final determination of HBC 390 of 2025 under Section 110 (3) of the Land Transfer Act.



A handwritten signature in black ink, appearing to be "R. D. R. T. Rajasinghe".

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Hon. Mr. Justice R. D. R. T. Rajasinghe

At Suva

30th January 2026

Solicitors:

Parshotam Lawyers for Plaintiff.