

IN THE HIGH COURT OF SOLOMON ISLANDS

Civil Jurisdiction

Civil Case No. 179 of 2025

BETWEEN: GAFUNG SOLOMONS (SI) LIMITED - Claimant

AND: CONTROL SOLUTIONS - Defendant

Date of Hearing: (on paper)

Date of Ruling: 17 November 2025

Mr. H. Waisanau for the Claimant

No appearance for the Defendant

RULING

AULANGA, PJ:

1. The Claimant comes before the Court seeking judgment in default. The Defendant did not file any defence.
2. The facts are simple. On 7 February 2025, the Claimant handed over a cheque for \$1,287,000 to the Defendant. It was done on the clear understanding that fuel of equal value would be supplied. The money was taken. The fuel was never delivered. The Claimant was left empty-handed.
3. A letter of demand was sent. It was ignored. The Defendant kept the money. He gave nothing in return.
4. The claim was duly served upon John Dominic, the proprietor of the Defendant, at Kukum Supreme Casino in Honiara on 22 May 2025. The sworn statement of service leaves no room for

doubt, that is, the Defendant was properly served in accordance with Rule 6.29 (a) of the *Solomon Islands Courts (Civil Procedure) Rules 2007*.

5. Yet, despite service, the Defendant has filed no defence. Rule 5.37(c) requires defence to be filed. The Defendant has not complied. His omission persists to this day.
6. Default judgment is not granted lightly. It is a matter of discretion as held in *Heta Leo v Mas Solo Investment Ltd* HCSI Civil Case No. 179 of 2018, *QQQ Holdings Limited v Honiara City Council* [2003] SBHC 18, *Lethy & Siako v Luluku & Others* [1998] SBHC 13 and *Hona v Sive* [2023] SBHC 139. The Court must be satisfied that justice demands it. But here, the case is clear. The Defendant took money under the guise of supplying fuel. He did not supply it. He did not return the money. He enriched himself unjustly. His conduct was deceptive.
7. The Rules provide that where a Defendant fails to file a defence, judgment may be entered against him. This is such a case.
8. I am satisfied that the Claimant is entitled to judgment. Accordingly, I issue the following orders:

Orders of the Court

1. Judgment in default is entered against the Defendant in the sum of \$1,287,000.
2. Interest at 5% per annum shall run on that sum from the date of filing of the claim.
3. Costs of \$3,000 are awarded to the Claimant.

