

**IN THE HIGH COURT OF SOLOMON ISLANDS**

Civil Jurisdiction

Civil Case No. 16 of 2025

**BETWEEN: CREDIT CORPORATION (SI) LIMITED - Claimant**

**AND: LYDIA AVARA SOGABULE - Defendant**  
(Trading as Paradise Fuel & Gas Distributor)

**Date of Hearing: (on paper)**

**Date of Ruling (in Chambers): 19 November 2025**


Mr. L. Chite for the Claimant

No appearance for the Defendant

**RULING**

**AULANGA, PJ:**

1. This is an application by the Claimant for leave to sell the land registered as Fixed Term Estate in Parcel Number 191-004-1369 ("PN 191-004-1369"), following the granting of default judgment on 27 June 2025. The Claimant seeks three principal orders:

 (a) that leave be granted to sell PN 191-004-1369 to the Solomon Islands Medical Association.

(b) that the Registrar of the High Court be empowered to sign and execute the transfer instruments and all related documents on behalf of the Defendant.

- (c) that the Defendant, together with her relatives, agents, and associates, be evicted forthwith from PN 191-004-1369, so as to enable the Solomon Islands Medical Association to enjoy unobstructed possession of the land.
2. The Claimant is a financial institution. On 23 June 2022, the Defendant obtained a loan in the sum of \$330,000. The Defendant defaulted in repayment. Upon application for default judgment, this Court found that the total debt payable was \$171,074.77, inclusive of accrued interest, monthly repayments, and fees associated with the default.
  3. Following the judgment, on 1 September 2025, an offer was received from Dr. Pedical Togamae, President of the Solomon Islands Medical Association, to purchase PN 191-004-1369. The sale, however, cannot be perfected unless the orders sought herein are granted.
  4. The matter before the Court is plain. The question is whether leave should be granted for the sale of PN 191-004-1369. The answer depends not on the merits of the claim, for those have already been decided, but on the simple fact that judgment has been entered. The Claimant has its judgment. The Defendant has not sought to set it aside. It stands. And once judgment is obtained, the law is clear. The Claimant is entitled to enforce it. That principle was laid down in *National Bank of Solomon Islands Ltd v Lam* [2000] SBHC 40, and it has been followed ever since.
  5. The Claimant now invokes section 171 of the *Land and Titles Act*. That provision places the enforcement of a charge over registered land under the exclusive control of this Court. The Claimant cannot, of its own volition, sell or transfer the land. The Court must be satisfied that the debt remains unpaid, and upon such satisfaction, it may direct that the transfer instrument be executed notwithstanding the refusal or inability of the Defendant as the registered holder.
  6. This statutory mechanism ensures that the purchaser acquires proper legal title, free from obstruction, even where the Defendant or debtor resists or fails to cooperate. It is a

safeguard mechanism both for the Claimant and the purchaser, by ensuring there is certainty in the transaction and stability in dealing with the said land.

7. I have considered the application and the supporting evidence. The debt is undisputed. The default judgment stands unchallenged. The Claimant has identified a willing purchaser, that is, the Solomon Islands Medical Association, a reputable body whose purchase of the land might serve a public purpose. The Defendant has shown no inclination to satisfy the debt or to cooperate in the transfer of the land. In such circumstances, the law provides a clear path, that is, the Court must intervene, so that justice is not thwarted, and the transfer of the land is duly accomplished.
8. The Claimant is entitled to recover its monies. The Court cannot allow a judgment to lie idle. Debts must be paid. Rights must be enforced. The machinery of justice would fail if the Claimant, as the creditor, was left with a judgment it could not use or enforce. The purchaser is entitled to purchase and secure the title of the land. The Defendant, having defaulted, cannot obstruct the process.
9. The application is granted with the following orders:

#### **Orders of the Court**

1. **Leave is granted for the Claimant to sell the Fixed Term Estate in Parcel Number 191-004-1369 to the Solomon Islands Medical Association.**
2. **The Registrar of the High Court shall sign and execute the transfer instruments and all related documents for Fixed Term Estate in Parcel Number 191-004-1369 on behalf of the Defendant.**
3. **The Defendant, together with her relatives, agents, and associates, shall be evicted forthwith from Fixed Term Estate in Parcel Number 191-004-1369 to enable the Solomon Islands Medical Association to enjoy unobstructed possession of the land.**

4. No order for costs.

