



the Agreed Facts and Issues for trial within the stipulated timeframe. The Unless Order made on 2 February 2026 was therefore not complied with.

3. Essentially, the Unless Order was issued to ensure that the matter progressed forward with minimal delay, in accordance with the overriding objective set out in Rule 1.3 of the *Solomon Islands Courts (Civil Procedure) Rules 2007* ("the Rules"). Rule 1.3 requires the Court to deal with cases justly, which includes ensuring that matters are handled expeditiously and fairly, while saving expense and allocating resources proportionately. Further, rule 1.8 of the Rules empowers the Court to actively manage cases, which includes setting timetables, issuing directions, and making orders designed to avoid unnecessary delay. The Unless Order of 2 February 2026 was therefore a case management tool intended to compel compliance and facilitate the efficient resolution of the proceeding.
4. The question that arises is whether the Unless Order, being a self-executing order, ought now to be enforced. Rule 23.4 of the Rules provides that where a party to a proceeding has deliberately or sustainedly failed to comply with an order made in the proceeding, the Court may exercise its discretion to: (a) strike out the pleadings of the non-complying party; (b) extend the time for compliance with the order; (c) give further directions; or (d) make such other order as the Court considers appropriate.
5. The Rule thus confers a range of case management powers upon the Court, enabling it to respond proportionately to non-compliance. This principle was affirmed in *Kuriti v Dovele Landowners Board of Trustees* [2014] SBHC 95, where the High Court recognized that an Unless Order is a legitimate case management tool to compel compliance and ensure the efficient progression of the proceeding. However, where the order in question is an Unless Order, the default position is that non-compliance triggers the sanction specified in the order itself. The Court must therefore consider whether the failure by the Claimants' counsel to file the Agreed Facts and Issues by the stipulated deadline, coupled with their absence at the mention on 2 March 2026, amounts to a deliberate or sustained failure within the meaning of Rule 23.4, and whether the sanction of striking out should now take effect.
6. In considering whether the Claimants' proceeding, in particular, the claim should be struck out, the Court is guided by the principle that compliance with case management orders is essential to the fair and efficient administration of justice. The Civil Procedure Rules confer broad powers on the Court to ensure that the proceeding is conducted expeditiously and proportionately. An Unless Order, by its nature, is intended to secure compliance by attaching a clear and automatic consequence to default.
7. In the present matter, the Claimants' counsel failed to comply with the Unless Order by not filing the Agreed Facts and Issues within the time specified. This failure was compounded by their non-appearance at the mention on 2 March 2026. Such conduct demonstrates a sustained disregard for the Court's directions and undermines the overriding objective of dealing with cases justly, efficiently, and without undue delay.
8. The Court notes that striking out the pleading is a serious sanction, but it is one expressly contemplated by Rule 23.4 and by the terms of the Unless Order itself. The Claimants were afforded a clear opportunity to comply, and the consequences of non-compliance were explicitly set out in advance. In these circumstances, the failure to comply cannot be excused or overlooked. To extend time or issue further directions in the face of such default would not only reward non-compliance but also prejudice the Defendants, who are entitled to have the matter progress without unnecessary delay. It would also erode the authority of the Court's orders and weaken the discipline required for effective case management of the proceeding.

9. Consequently, the Court finds that the appropriate and proportionate response is to enforce the Unless Order. The Claimants' claim is therefore struck out, and costs are awarded against them, to be paid to all the Defendants, on a standard basis.

Orders of the Court

- 1) The Claimants' claim is hereby struck out pursuant to the Unless Order issued on 2 February 2026 and Rule 23.4 of the *Solomon Islands Courts (Civil Procedure) Rules 2007*.
- 2) The Claimants shall pay costs of striking out the claim to all the Defendants on a standard basis.
- 3) The matter is accordingly struck out and removed forthwith from the Court's list.

