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**(Civil Jurisdiction)**

**Between:** Joe Tagar

Complainant

**And:** Brian Jack

Defendant

**Matter:** **Payment of fuel debt 11,200 vatu plus costs 1,000 vatu**

**Coram:** Justice Badley George  
Justice David Lug  
Justice Phillip Morres Tabe

**Clerk:** Fredington Aru

**JUDGMENT**

This case concerns debt for fuel owed by the defendant from the complainant. On his statement of claim, the complainant Joe Tagar alleges that the defendants have taken on credit 40 litres of fuel from him. He stated that the defendant had promised to pay off the debt by the National Bank of Vanuatu (NBV) Cash Transfer (CT) via the NBV branch in Sola, Vanua Lava on his arrival in Gaua. The 40 litres of fuel was charged at 2,80 vatu per litre thus accumulates the claimants claim to 11,200 vatu plus costs.

The promise however, did not happened which prompted the complainant to lodge before the Court this case seeking orders that the defendant to settle off his debt which is pending payment.

The issue for determination before the Court in this case is, did the defendant took the fuel on credit? If so the how much would he be responsible to pay to the complainant for his pending debt?

The complainant is taking residence in Sola and he is not served. The defendant is in Gaua and was served and appears before the Court when it sat to determine the matter.

The defendant Brian Jack testified before the Court that, it was him who took the fuel from the complainant. He stated he was a captain of a boat at that time and they were on campaign trips with the Graon mo Jastis Party (GJP) contesting candidate in the 2012 National election Mr. Danstan Tula of Gaua Island. It was him who instructed the defendant to take fuel from the complainant.

He said upon arrival in Gaua and the country going to poll, the contesting candidate did not manage to secure a seat so the debt was left unattended to until date.

The Court noted that the defendant admits the claim filed against him over the debt he had made with the complainant, a debt of a political party, namely, Graon mo Jastis Party (GJP).

**Last words:**

It is common sense that when you get something from someone on credit, you have to complete the process at the end by making full payment of the credit. It must be clear to note that. The complainant does not freely get the products; they have to pay to get them. Taking goods on credit for imported products causes loss to the complainant.

It is the duty of this Court to ensure that justice must prevail. Therefore, this Court will give orders that must be complied with by the defendants and their agents. Anyone who ignores or attempt to disobey the orders this Court will make would be liable to be fined, imprisoned or both for Contempt of Court.

**Decision:**

With the above facts and statements, it is hereby ordered that:

1. The defendant and Danstan Tula to liaise with the Graon mo Jastis party (GJP) office to settle off their debt with the complainant the amount of 11,200 vatu.
2. The defendants and GJP to pay 1,000 vatu to the complainant as costs and expenses.
3. The defendants and GJP to settle off their debt before 29<sup>th</sup> October 2013.
4. Any party who is unsatisfied with these orders to lodge an appeal before 30 days as of the date of these orders.

DATED AT GAUA AIRPORT THIS 29<sup>th</sup> AUGUST 2013

BY THE COURT

  
Justice Badley George

  
Justice David Lug

  
Justice Phillip Morres Tabe