

**IN THE SUPREME COURT
OF THE REPUBLIC OF VANUATU**
(Civil Jurisdiction)

**Civil
Case No. 22/1087 SC/CIVL**

BETWEEN: Yakobeth Ngui
Claimant

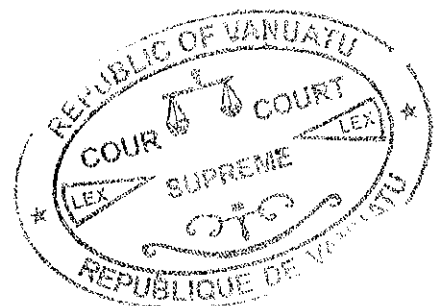
AND: Stanley Ngui
Defendant

Date of CONFERENCE: *19th day of July, 2022 at 8:15 AM*
Before: *Justice Oliver Saksak*
In Attendance: *Mr Roger Rongo for the Claimant*
No appearance for the Defendant

JUDGMENT BY DEFAULT

Introduction and Preliminary matters

1. Mr Rongo filed a request for default judgment on 18th July 2022 together with a sworn statement filed in support thereof showing proof of service on the Defendant personally.
2. The defendant was served with the claim and supporting sworn statements on 10th June 2022.
3. The defendant is overseas on seasonable employment but he was served and he acknowledged service by his signature on the service documents.
4. Since service on 10th June 2022 the period of 28 days lapsed on or about 7th July 2022. The defendant has not filed any response or delivered any defence.
5. The request for default judgment is therefore in order. However as the reliefs sought were not monetary reliefs, it was incumbent on the Court to formally hear Mr Rongo on the claimants' case.

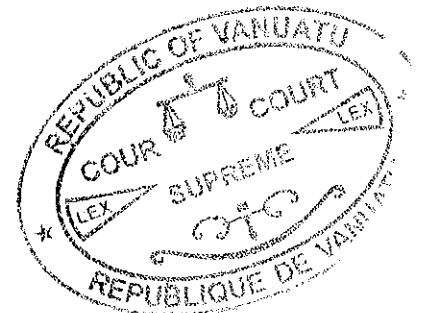


Pleadings and Claims

6. The claimant filed her claim on 24th May 2022 together with supporting evidence by sworn statements.
7. She claims in the main 4 specific orders-
 - a) For cancellation of the Defendant's name on Lease Title No. 12/0913/110.
 - b) For rectification by reinstating the claimant's name on the said Lease Title.
 - c) For damages at VT 2,000,000 to be assessed, and
 - d) For costs at VT 200,000.
8. The claimant alleges fraud or mistake under section 100 of the Land Leases Act [Cap 163].
9. The claimant further alleges that the defendant had fraudulently caused or permitted the transfer of the said Leasehold Title from her name into his name by –
 - a) Getting a Commissioner for Oaths to witness the Transfer of document without the presence of the Lessor and the Lessee,
 - b) Deceiving the claimant to sign a document without any explanation and clear understanding,
 - c) By forging the signature of the claimant's mother on the Transfer Form who had already passed away prior to the date of signature,
 - d) No consideration had been made by the Defendant as indicated in the Lease Registration Form.
10. The claim was supported by the sworn statements of the claimant and Ray Ngui.

Discussion

11. Those evidence are unchallenged by the defendant.



12. The original Lease was between Limas Kalsrap Nmaf as Lessor and Yakobeth Ngui (Claimant) as Lessee. See “ YN1”. It was duly registered on 25th April 2006 after approval on 13th March 2006.
13. On 19th November 2010 the lease was transferred by the defendant from the claimant to the defendant himself without the proper consent of the claimant.

Findings

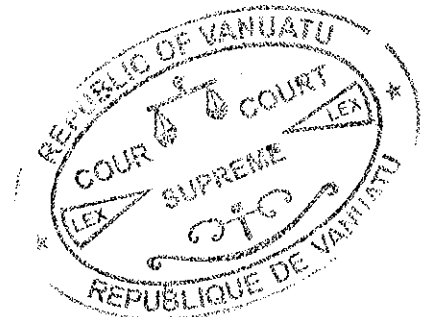
14. I am satisfied on the evidence that transfer was fraudulently done by the defendant. Furthermore I am satisfied the witnessing of the transfer by a Commissioner of Oaths Mr Timteo Kalmet without both the Lessor and Lessee was improper and was a mistake or fraudulent.
15. I am further satisfied on the evidence that is unchallenged, that the signature of the Lessor on the Transfer Form on 11th November 2010 when the Lessor had died on 4th April 2010, was a forgery and amounted to fraudulent activity by the defendant.
16. I am therefore satisfied the transfer of Lease on 19th November 2010 into the defendant’s name was done by fraud.

Result

17. Accordingly I grant judgment in favour of the claimant.

18. I Order that-


- a) The Lease Register be rectified by the Director of Lands by cancelling Stanley Ngui’s name and reinstating the name “**Yakobeth Ngui**” on Lease Title No. 12/0913/110, within 14 days from the date of this judgment.



- b) The claim for damages is disallowed as no evidence is provided in support thereof.
- c) The claimant is entitled to her costs fixed at VT 200,000 to be paid by the defendant within 28 days from the date of this judgment.

DATED at Port Vila this 21st day of July, 2022.

BY THE COURT


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Oliver Saksak

Judge

