

**IN THE HIGH COURT OF FIJI**

**AT SUVA**

**CIVIL JURISDICTION**

**CIVIL ACTION NO. HBC 395 of 2008**

**BETWEEN** : **SASHI KAMAL KUMAR** (f/n Prem Kumar) of Lot 33, Gagali Place,  
Nakasi, Nasinu, Market Vendor.

**PLAINTIFF**

**AND** : **BA PROVINCIAL HOLDINGS COMPANY LIMITED** a limited liability  
company having its registered office at Level 2, Rogorogoivuda House,  
Tavewa Avenue, Lautoka.

**1<sup>st</sup> DEFENDANT**

**AND** : **ISIMELI SAVUTINI BOSE** of Qalitu Village, Vitogo, Lautoka, Farmer.

**2<sup>nd</sup> DEFENDANT**

**BEFORE** : **Master Deepthi Amaratunga**

**COUNSEL** : **Mr. Daniel Singh** for the Plaintiff  
**Ms. Prem Narayan** for the Defendants

**SUPPLEMENTARY DECISION**

1. Since the delivery of my decision on 14<sup>th</sup> December, 2011 in this matter it has come to my attention that here has been mathematical miscalculation in the amount of damages awarded as regards to the time period of interest and the rate of interest. At the hearing both parties agreed on the rate of interest and

the time period so the error is purely confined to the mathematical calculation of the damages awarded by the court.

2. Both parties were informed of this fact and they were heard on this matter upon the request and they have agreed on the amount as stated in the letter of 3<sup>rd</sup> February, 2010 written by the solicitor of the Defendant. In open court the Plaintiff's solicitor consented to the said amounts on 3<sup>rd</sup> February, 2012.
3. In this action the rate of interest and the duration were all agreed between the parties at the hearing and contained as agreed facts in the pre trial conference minutes.
4. In Harrison v Harrison, Willian v Richardson and Ropner v Ropner [1955] 1 Ch 260 English Court of Appeal held that order pronounce by judge, whether in open Court or in chambers, can always be withdrawn, altered or modified by him either on his own initiative or on the application of a party until such time as the order has been drawn up, passed and entered.
5. So as to the amounts stated in my judgment on assessment of damages in this case should be read as follows

**a. General Damages.**

Past pain and suffering	\$30,000.00
Interest on past pain and suffering from 10 November 2008 to 14 December 2011 being 1129 days at the rate of 6% per annum	\$ 5,567.67
Future pain and suffering	\$15,000.00

**b. Special Damages**

Past economic loss	\$ 1,200.00
Interest on past economic loss from 9 November 2005 to 10 November 2008 being 1097 days at the rate of 3% per annum	\$ 108.19
Special damages	\$ 675.00
Interest on special damages from 9 November 2005 to 10 November 2008 being 1097 days at the rate of 6% per annum	\$ 60.89

**c. Costs** \$ 2,000.00

**Total payable** **\$54,611.72**

Dated at **Suva** this **14<sup>th</sup> day** of **February, 2012**.

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**Mr. Deepthi Amaratunga**  
**Master of the High Court**  
**Suva**