

IN THE HIGH COURT OF FIJI
AT LAUTOKA
WESTERN DIVISION

CIVIL ACTION NO. HBC 39 OF 2013

BETWEEN : WALI MOHAMMED of Sukanaivalu Road, Lautoka,
Businessman.

PLAINTIFF

A N D : MOHAMMED SHAMSHER AZAAD KHAN of Australia
but now holidaying in Fiji.

FIRST DEFENDANT

A N D : THE REGISTRAR OF TITLES

SECOND DEFENDANT

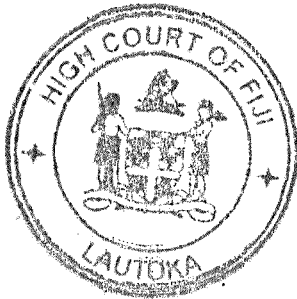
A N D : THE ATTORNEY GENERAL OF FIJI

THIRD DEFENDANT

R U L I N G

1. The plaintiff, for many years, has had a caveat registered against iTaukei Lease No. 9536 of which the defendant was the registered proprietor. On 25 January 2013, the defendant lodged with the Registrar of Titles an application to remove the said caveat. The Registrar then sent a Notice of Removal of Caveat to the plaintiff's former solicitors advising him of the 1st defendant's application to remove the caveat. The said Notice was to expire on 18 March 2013. However, on 15 March 2013, the plaintiff applied to, and obtained, from this Court, ex-parte, an Order that his caveat No. 738814 be extended until 23 April 2013. However, it appears that the Registrar of Titles did register a transfer from the 1st defendant to his wife on 03 April 2013. It is not clear to me when the said transfer was actually lodged for registration but I would suspect, considering the fact that it normally takes months for the Office of the Registrar of Titles to register a transfer, that the transfer in question would

2. The Order was sealed on 19 March 2013. However, on 18 March 2013, the Notice of Removal of Caveat had lapsed. I say no more on this.
3. Given that fact, there is nothing left to do in this case except dismiss the plaintiff's action. For the record, if this matter had proceeded to a hearing proper, the plaintiff would have had a hard time convincing me to extend the caveat because he has not been able to produce in Court a copy of the purported Sale and Purchase Agreement upon which he hinges his caveat.
4. Apart from that, the way the plaintiff proceeded with this matter has been most unsatisfactory. Despite pointing out to his former lawyers, Iqbal Khan & Associates, that the application for extension of caveat cannot sustain itself without a concurrent Writ of Summons and statement of claim, or Originating Summons, nothing was done to remedy that.
5. Accordingly, I must strike out the plaintiff's summons with costs to the 1st and 2nd/3rd defendants at \$500-00 (five hundred dollars each). To avoid confusion, there is to be just one payment of \$500-00 to cover both the 2nd and 3rd defendants' costs.



Anare Tuilevuka
JUDGE
11 April 2014.