

**IN THE HIGH COURT OF FIJI**  
**CIVIL JURISDICTION**

**HBC 232 of 2015**

**BETWEEN** : **SIGATOKA CLUB** a duly registered club under the  
Registration of Clubs Act with the offices situated at Lot 3 & 4  
Queens Road, Sigatoka, Fiji  
**1<sup>ST</sup> PLAINTIFF**

**A N D** : **KRISHNA RATTAN BHAN** and **SURESH CHAND**  
**NAIDU** of Sigatoka, President and Secretary of Sigatoka Club,  
businessman and Manager respectively.  
**2<sup>ND</sup> PLAINTIFFS**

**A N D** : **VIJAY SINGH, NIRAJ KASI PRASAD** and **BALA**  
**KRISHNA NAIDU**, Trustees of Sigatoka Club, all  
Businessman.  
**3<sup>RD</sup> PLAINTIFFS**

**A N D** : **MADAN SEN** of Sigatoka, present occupation  
unknown.  
**DEFENDANT**

**EX TEMPORE RULING**

Counsel: Mr Emmanuel Narayan

1. Before me is an urgent *ex-parte* application seeking an injunctive order against Madan Sen from calling a meeting of Sigatoka Club members. Sen had advertised in yesterday's issue of the local dailies of the proposed meeting. The advertisement reads as follows:

SPECIAL meetings for all Sigatoka club member on 20/12/2015 at 11.00am at True Blue Hotel Sigatoka. Lunch and Drinks will be provided. Called by Madan Sen, Sigatoka.

2. At first glance, it appears to me that the advertisement would fall short of one of the key formal requirements of a valid notice in the constitution or by-laws of any club or association. I say that because the advertisement does not even state what agenda of the special meeting is to be.
3. In addition, the affidavit of the President of the club filed in support of the application deposes that Sen is not even a current member or office holder of the Sigatoka Club. It may well be that Sen is trying to organise an informal

meeting of members of the club. It is plausible that in that informal meeting, Sen will air some of his grievances about the club or the way it is being run. One might speculate that the proposed informal meeting is intended to be a sounding board through which Sen will influence the members who attend to certain views he (Sen) holds with regards to the way the Club is being managed or run by the office holders and/or trustees.

4. Prima facie, if what counsel tells me is to be believed, the meeting could not possibly be validly constituted under the Constitution of the Sigatoka Club for at least two reasons:
  - (i) It is highly likely that the notice would not satisfy the requirements of a valid notice under the Club's constitution
  - (ii) that the defendant does not have authority to call a special meeting under the Club's constitution.
5. I did put it to counsel that while the meeting and the notice, in all likelihood, may not be validly constituted under the Constitution of the Sigatoka Club, that would only be the case (i.e. that they would not be validly constituted) if the meeting was to purport to transact any business for which the constitution of the Club makes special provisions. For example, if the meeting was to purport to formally make a resolution which the Club's constitution provides can only be made in a special meeting, then Sen's meeting would still fail in any event because of the inadequacy of the notice and because Sen would not be authorised to call such a meeting.
6. But there is nothing wrong in law with Sen calling an **informal meeting**, which is not convened pursuant to the Constitution of the Club. He may invite members of the Club to attend the meeting. And he may even discuss matters involving the club at the meeting. The fact that he dares to call this a – "**special meeting**" is neither here nor there, so long as the meeting steers clear of transacting any formal business which the constitution does not allow it.
7. In other words any such informal meeting could not be judged in terms of the Constitution if it is not convened pursuant to Constitution, though it entertains discussions on matters pertaining to the club.
8. Counsel appears to accept the above point. He argues anyway that the proposed meeting would be damaging to the Club and also because of its

proposed venue which is the subject of another current injunctive Order of Mr. Justice Ajmeer Mohammed.

9. In the event, I have decided to grant Order in Terms of the application on the personal undertaking of the President of the Club to pay any damages that may be suffered by Sen as a result of these ex-parte Orders.



A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

.....  
Anare Tuilevuka

**JUDGE**

17 December 2015.