

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

1ST PLAINTIFF

A N D : **KRISHNA RATTAN BHAN** and **SURESH CHAND**
NAIDU of Sigatoka, President and Secretary of Sigatoka Club,
businessman and Manager respectively.

2ND PLAINTIFFS

A N D : **VIJAY SINGH, NIRAJ KASI PRASAD** and **BALA**
KRISHNA NAIDU, Trustees of Sigatoka Club, all
Businessman.

3RD PLAINTIFFS

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

DEFENDANT

Solicitors : Patel Sharma Lawyers for Plaintiff
: Legal Aid Commission for Defendant

R U L I N G

1. On 15 December 2015, an urgent *ex-parte* application was placed before me seeking an injunctive order against Madan Sen from calling a meeting of Sigatoka Club members.
2. Sen had placed an advertisement in a local daily's issue of 14 December 2015 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.....

3. I did grant order in terms of the said application.
4. I must say that I was hesitant to make the above order for the following reasons:
 - (i) I accepted that such a meeting targeted members of the club.
 - (ii) in all likelihood, the meeting was intended by Sen to be a forum or a sounding board by which he could air his grievances about the way the

club was being run - and even to influence attending members to Sen's views in that regard.

- (iii) I accepted that the meeting and the notice/advertisement would not be validly constituted under the Club's constitution for various reasons.
 - (iv) but the meeting's validity as such would only be an issue if (a) Sen had called the meeting on the pretext that it was being called pursuant to the constitution of the club and (b) the meeting had, in fact, transacted a business which only a validly constituted meeting (as per the Club's constitution) may transact e.g. formally pass a resolution purportedly as a resolution of members and attempt to superimpose this upon the Club.
5. Counsel had argued anyway that the proposed meeting would be damaging to the Club. The problem with that argument is that it had pre-empted that the meeting would damage the Club at a time when the meeting had not even been held and when the agenda was not even disclosed in the advertisement.
 6. In the end, what moved me to grant the interim injunction was the argument that if the members were to attend the said propose meeting, they and Sen would be violating some interim injunctive orders granted by Mr. Justice Ajmeer Mohammed in another pending action.
 7. The said interim injunctive orders to the best of my knowledge are still in place and the other matters are currently before Ajmeer J.
 8. In my view, the current injunctive orders in this case are to continue indefinitely until Ajmeer J determines those other related matters. I grant Order in Terms of the plaintiff's Originating Summons. Costs in favour of the Plaintiffs which I summarily assess at \$800 -00 (eight hundred dollars) only.



A handwritten signature in black ink, appearing to be 'Anare Tuilevuka', is written over a horizontal dotted line.

Anare Tuilevuka

JUDGE

20 September 2016.