

In the High Court of Fiji
at Suva
Civil Jurisdiction

Civil Action no. HBC 239 of 2018

Dominion Finance Limited
Plaintiff

v

Mohammed Shameem Ahmed
Defendant

Counsel: Mr Diven Prasad for the plaintiff
The defendant absent and unrepresented
Date of hearing: 26th September,2018
Date of Judgment: 28th September,2018

Judgment

1. By originating summons filed on 14th August,2018, the plaintiff seeks an Order that the plaintiff exercise its rights under the Hire Purchase Agreement entered with the defendant and take possession of Motor Vehicle registration number IX 784, currently with ASCO Motors.
2. Nitesh Lal, Chief Executive Officer of the plaintiff company, in his affidavit in support states that on 20th February, 2017, the defendant applied for a motor vehicle loan, to purchase Toyota Fortuner 4WD SUV 3.0L 7 Seater Wagon a 2016 Model Registration IX 784. His loan application was assessed and approved. . The offer letter was given to the defendant with the loan repayment amount with interest. On 24th February, 2017, a Hire Purchase Agreement Number setting out the terms of payment. The first payment of \$3,578.51 was to commence on 24th March 2017.On 24th February,2017, the defendant personally gave a guarantee in favor of the plaintiff. On 29th August, 2017, the plaintiff wrote to the defendant to clear his arrears by 30th August, 2017. On 15th November, 2017, the plaintiff's bailiff issued repossession notice to the defendant stating his arrears was in the sum of \$7,725.95.

3. The affidavit in support continues to state that the defendant has failed to make any repayments from February, 2018, despite sending several reminders. He has damaged the vehicle, which is currently with ASCO Motors, Suva. The vehicle had a valid comprehensive insurance cover. The defendant will take delivery of his vehicle after it is repaired by ASCO motors and make no efforts to pay the loan amount.
4. The plaintiff has filed affidavit of service. Notice of adjourned hearing was served on the defendant.
5. I have perused the hire purchase agreement entered between the parties. I note that the agreement has been determined in terms of Clause 10, as the defendant was in arrears of his loan. Repossession notice has been served on the defendant .
6. In my judgment, the plaintiff is entitled to take repossession of the vehicle.
7. **Orders**
 - (a) The plaintiff is entitled to take possession of Motor Vehicle registration number IX 784, currently with ASCO Motors, Suva.
 - (b) The defendant shall pay the plaintiff costs summarily assessed in a sum of \$ 1000.



A.L.B. Brito-Mutunayagam

A.L.B. Brito-Mutunayagam
Judge
28th September, 2018