

**IN THE HIGH COURT OF FIJI**  
**AT SUVA**  
**APPELLATE JURISIDCTION**

Civil Appeal No.98 of 2021

**BETWEEN :**            **SANGEETA DEVI PRASAD T/A ALPINE FOREST**  
**INVESTMENT** having its the principal place of business at Lot 87  
Laqere, Nasinu, Fiji, Businesswoman

**RESPONDENT**

**AND :**                    **BASIC INDUSTRIES PTE LIMITED**, a duly registered  
company having its registered office at Lot 1, Jai Hanuman  
Road, Vatuwaqa, Suva, Fiji

**APPELLANT**

**Counsel :**                **Plaintiff-Respondent: Ms. Prasad. J**

**: Defendant-Appellant: Ms. Devon. S**

**Date of Hearing :**        **30.6.2022**

**Date of Judgment :**    **09.8.2022**

**JUDGMENT**

**INTRODUCTION**

1. This is an interlocutory appeal by Defendant against Master's decision refusing an application, seeking further and better particulars from Plaintiff, before filing of statement of defence. Plaintiff filed this action based on claims relating goods sold, and related services provided to Defendant. In the statement of claim there were details of invoices relating to said sales and services provided. CEO of Defendant in his affidavit in support of the summons seeking further and better particulars, had stated that there were no records of any business dealings with Plaintiff. Defendant had sought further and better particulars, *inter alia* for copies of invoices pleaded. As such, Plaintiff is obliged to provide copies of invoices pleaded in the statement of claim. The burden was with Defendant to establish that they were put in unfair position if such particulars not provided. Plaintiff does not deny importance of providing invoices before filing of statement of defence, but stated copies of invoices were already provided to Defendant. Cost is not a reason to refuse the copies of invoices. There were only twenty eight invoices and issue of cost could easily avoided by

seeking reasonable print cost or to provide electronic copy. The particulars other than invoices, sought by Defendant in the summons are not required at this stage and Defendant must file their statement of defence without delay. What is essential in a claim for goods and services provided are 'date and amount of each consignment'<sup>1</sup> (*Prpaite Freres v Dickinson* (1878) 38 L.T. 178) or date and type of services provided with relevant charges. These were pleaded in the statement of claim. Plaintiff had **pleaded those particulars such as copies of invoices were provided before this action was instituted**, hence must provide them without further delay. Master had rejected the affidavits of CEO of Defendant on the basis that affidavits had not complied, with the terms of Section 53 read with Section 123 of Companies Act 2015. Said provisions of law does not restrict in any way a witness giving evidence in court on behalf of a Company, hence not applicable to an affidavit filed by a witness in a court proceeding. Admission of evidence is entirely a matter for the court depending on the circumstances, irrespective of that person is holding a position in the company or not. Master's interlocutory ruling dated 27.4.2022 is set aside. Plaintiff is directed to provide scanned copies of invoices electronically free of charge. Alternatively photo copies of the same to be delivered subject to cost, within seven days from today. Remaining, particulars sought in the summons by the Defendant are not required at this moment considering the type of claim and particulars pleaded.

## FACTS

2. Plaintiff filed writ of summons seeking claims based on goods and services supplied in relation to said goods. Statement of claim provided the details of the invoices relating to said sales and services supplied.
3. Defendant without filing a statement of defence sought further and better particulars through summons and an affidavit by CEO of Defendant.
4. In the paragraph twenty three, of statement of claim it is pleaded that  

**'Plaintiff had provided the Defendant with all the relevant documents on several occasions and the same could be obtained from Defendant as the Plaintiff had been put to suffer costs by the Defendant for having repeatedly photocopy and provide the relevant invoices and deliveries'**.(emphasis added)
5. It seemed that Plaintiff had anticipated a request for 'further and better particulars' including copies of invoices, if not paragraph twenty three, of statement of is irrelevant to the claim hence cannot be part of pleading.

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<sup>1</sup> The Supreme Court Practice (UK) 1988 (White Book) p 291 Goods Sold and delivered 18/12/14

6. This also indicate that both parties had issues relating particulars of the claims of the Plaintiff even before institution of this action.
7. Plaintiff had first resorted to send a statutory demand seeking winding up on the alleged debt but had not proceeded on that path and filed a civil action seeking recovery of debt due to sale of goods and services provided in relation to said goods.
8. Defendant were served with statutory demand seeking winding up for the alleged debt based on sales and services provided on or around 10.9.2020 and on 11.9.2020 Defendant's solicitors had denied having a contract to supply 'any timber' and denied being 'aware of any transactions conducted' with Plaintiff, and sought
  - a. Copies of purchase orders
  - b. Copy of sales contract.
  - c. Copies of invoices referred in statutory demand.
  - d. Copies of delivery dockets confirming delivery.
  - e. Correspondences between parties 'that establishes a supply contract or agreement'.
9. In reply to the above, solicitors for Plaintiff wrote a letter on 17.9.2020 which stated

'We are instructed to advise you that our client has given all pertinent documents to your client and has done so on various occasions so you may liaise with your client and obtain the same from them.'
10. Plaintiff's solicitors have refused to provide information on the basis that all what was requested by Defendant's solicitors on 11.9.2020 by a letter (Annexed MV-2) were provided to Defendant.
11. Apart from said letter, there were no evidence of such information provided except a table containing information relating to invoices.
12. Plaintiff, still maintains this position, without evidence of providing copies of, at least pleaded twenty eight specific invoices.
13. According to affidavit in support of CEO of Defendant, there were no records of the Plaintiff's claims and in paragraph six stated

"We instructed the solicitors that as far as the Defendant's record confirm, there had been no business dealings with the Plaintiff in respect of the invoices that are now being claimed by the Plaintiff. For any supply or service contract, the Defendant's financial policies and good governance requires it to have documentation to record the purchases and delivery of goods or services. For the invoices claimed, some of the purchase orders were not raised and none other

deliveries claimed can be verified. Having internally reviewed the Plaintiff's claim, the Defendant is suspicious of the Plaintiff's dealings/transactions as such the Defendant disputes the claim made"

14. Master refused Defendant's summons seeking further and better particular and also ordered cost against Defendant.
15. Having aggrieved by the said interlocutory decision Defendant sought leave to appeal against said order and despite it being served to solicitors of the Plaintiff did not appear and leave granted and proceedings stayed.
16. At the time of hearing solicitors for Plaintiff appeared and objected to the appeal.
17. Appeal grounds against said interlocutory order are;
  - i. That the learned Master erred and /or misdirected herself in law and in fact in striking out the Affidavit of Moses Volavola sworn and filed on 5 May 2021 and the Affidavit of Ritesh Dass sworn on 7 December 2022 and filed on 8 December 2022 in respect of an application for further and better particulars on the basis of deponents failure to produce a duly executed written authority.
  - ii. The Learned Master erred in law in holding that the authority annexed to the Affidavit of Ritesh Dass was not compliant with section 53 and Section 123 of the Companies Act 2015.
  - iii. The Learned Master erred and /or misdirected herself in law and in fact in failing to consider that the deponents who were Chief Executive Officers of the Defendant company did not require an authority from the Defendant company or the Directors of the Defendant company to make and depose to an affidavit on the Defendant's behalf.
  - iv. The Learned Master erred and /or misdirected herself in law and in fact in holding that the Defendant was not seeking particulars of claim but discovery of the statement or claim.
  - v. That the Learned Master erred and or misdirected herself in law and in fact in holding that the Defendant was not entitled to the particulars of claim sought as per the schedule attached to the summons dated 5 May 2021.
  - vi. That the Learned Master's decision is wrong and erroneous and tantamount to a wrongful exercise of discretion having regard to all the facts and circumstances of the case and evidence on the whole.

## ANALYSIS

18. Appeal grounds (i), (ii), and (iii) relate to preliminary objection raised by Plaintiff regarding affidavit in support of the summons and also affidavit in reply filed by Defendant.
19. It should be noted that rejection of affidavits of CEOs of Defendant by Master was not determinative of the decision of 27.4.2022. This is an important issue for the litigants whose right to present evidence in court is denied on purported, technical issue raised by Plaintiff.
20. So, I decided to deal with the rejection of two affidavits of CEO of Defendant by Master on the basis of Section 53 and Section 123 of Companies Act 2015.
21. Summons for further and better particulars may be considered even without any affidavits. So, the objection raised before Master, cannot be considered as preliminary objection regarding summons for further particulars.
22. The Supreme Court Practice (UK)(White Book) 1988 p 300 18/12/39 , states  

“As a rule, it is unnecessary to support such application by affidavit (see, however, *Robert v Own* (1890)6 T.L.R. 172”
23. Plaintiff had taken a preliminary objection to the two affidavits in terms of section 53 and Section 123 of Companies Act 2015.

Section 53 of Companies Act 2015 state

“**53.**—(1) A **Company may execute a document** if the document is signed by—

(a) 2 Directors of the Company;

(b) a Director and a secretary of the Company; or

(c) for a Private Company that has a sole Director who is also the sole secretary of the Company, that Director.

(2) A Company may execute a document as a deed if the document is expressed to be executed as a deed and is executed in accordance with this section.

(3) **This section does not limit the ways in which a Company may execute a document**, including a deed.”(emphasis added)

24. An affidavit is not a document executed by the Company, but a form of evidence presented in court in certain proceedings including and not limited to summons filed on behalf of a company.
25. Abovementioned, provision in the Companies Act 2015 cannot be applied to witness statement or an affidavit produced in the matter where a legal person is a party. There is a distinction between an affidavit produced in court in support of an application where facts are alleged, in support of a body corporate, and execution of documents such deeds, agreements by a body corporate.
26. Summons, originating summons, writ of summons and pleadings are filed on behalf of a company by the solicitor appointed by the company. These are documents filed in court by a solicitor and summons in most instances are supported by evidence in the form of an affidavit. This is a convenient and accepted manner to present evidence that is relevant to the application before court.
27. An affidavit is a form of sworn evidence produced in an application and, except in interlocutory application cannot based on belief. Even if a belief is stated the source of such belief needs to be stated. So affidavits of court proceedings of body corporate are filed by a legal practitioner, considering evidence required and the relevant legal requirements etc. The deponent of such an affidavit, swears to the facts stated.
28. A body corporate is represented in the court by a solicitor in terms of Order 5 rule 2 of High Court Rules 1988. (HCR). Once such an appointment is made, selecting relevant witnesses to a matter who has necessary knowledge, on behalf of the legal person, is a professional determination, of a solicitor considering circumstances of the case. There is no further authority needed from the company to swear an affidavit for the company.
29. An affidavit generally contain 'only such facts as the deponent is able of his own knowledge to prove' in terms of Order 41 rule 5(1) of HCR.
30. In an interlocutory proceedings an affidavit may contain belief but, that belief should be supported by source for such belief. So, the paramount consideration is knowledge of the facts or belief as the case may be.
31. So an affidavit cannot be restricted to parties stated in Section 53(1) of Companies Act 2015, as certain facts will be best known by the parties other than parties named in that provision. This was never the intention and purpose of the said provision which dealt the issue of execution of documents by a company, by default.

32. A witness to an incident or facts that had already happened cannot be restricted by Section 53(1) of Companies Act 2015. This provision cannot be applied to past event to curtail or restrict evidence of such persons who are employed by the legal person or not.
33. Sometimes relevant fact may be known by a person other than an employee such as expert or a professional or independent contractor or a person employed by third parties such as in BPO (Business Process Outsourcing). So an affidavit can be given by third parties depending on facts and circumstances of an action or matter. There is no mandatory, requirement for the corporate body to provide evidence of such accent or grant permission for a witness to present evidence in an affidavit filed in court.
34. So who is competent to provide an affidavit cannot be determined by Section 53 (1) of Companies Act 2015. It is a professional determination done by legal practitioner considering facts and circumstances of the mater. The court can accept such evidence produced through an affidavit irrespective of Section 53(1) of Companies Act 2015.
35. Even if am wrong on the above, Section 53(1) of Companies Act 2015, is not mandatory and directory as it had used words 'may execute'. Hence, the affidavits of CEO cannot be rejected in reliance of Section 53(1) of Companies Act 2015.
36. Apart from above section 53(3) of Companies Act 2015, state that Section 53 of Companies Act 2015 is not a limitation for a body corporate to execute, hence not the one and only method to execute a document.
37. Master had relied on Section 123 of Companies Act 2015 for the affidavits filed in support of the summons. There cannot be delegation of 'witnesses of facts'. By virtue of being perceived of certain facts such a person becomes a witness and there is no delegation required for such a person to provide evidence through an affidavit.
38. Section 123 of Companies Act stated,
- “Delegation
- 123.—(1) Unless the Company's Articles of Association provide otherwise, the Directors of a Company **may delegate any of their powers** to—
- (a) a committee of Directors;
- (b) a Director;
- (c) an employee of the Company; or
- (d) any other person.



(2)The delegate must exercise the powers delegated in accordance with any directions of the Directors.

(3)The exercise of the power by the delegate shall be as effective as if the Directors had exercised it.”

39. There is no delegation of power when a person is otherwise suitable to become a witness of a fact whether that fact relates to legal or natural person. Witness give or provide evidence, in civil actions or matters and this includes affidavits. This is not a delegation of any power but rather providing evidence to court, for a legal person.
40. Both affidavits were sworn by CEO of Defendant and there was no issue or dispute as to CEO being a witness of Defendant.
41. There was no requirement for the Company to delegate its power to CEO or any other person to provide an affidavit. Any person privy to the facts can provide an affidavit including employees of the company. Selection of such evidence is left to legal representative engaged by the company.
42. In the light of above, the objections raised by Plaintiff cannot be considered as preliminary objection in this summons filed by Defendant.
43. So, sections 53 and 123 of Companies Act 2015, were misapplied to reject those two affidavits of CEO filed by solicitors of the Defendant relating to facts.
44. Appeal grounds (iv), (v), and (vi) can be taken together due to repetition and overlap of issues.
45. What are the Particulars that can be ordered to Plaintiff in terms of Order 18 rule 11 of HCR, before service of statement of defence was the issue before Master.
46. Master had not considered statement of claim filed by Plaintiff where at paragraph twenty three pleaded that copies of invoices relating to the sales were provided to the Defendant even before this action was started. This indicate that Plaintiff anticipated an application for particulars before close of pleadings. It is strange to plead a fact, regarding delivery of particulars, in a statement of claim as such facts are irrelevant to the claim.
47. The logical question would be, if invoices were provided, why those copies cannot be given by way of an affidavit to court. The claim pleaded only twenty eight specific invoices and this is not a substantial number of documents, to raise issue of cost. This needs to be considered along with, cost involved in such interlocutory hearing including, this appeal.



48. Parties should minimize interlocutory applications as much as possible as that involves delay and cost to all stake holders. Plaintiff should take the lead in this, as it is his claim that get delayed, due to interlocutory applications.
49. If frivolous applications are brought by Defendants to delay the proceedings that can be dealt with indemnity cost, in appropriate cases.
50. Order 18 rule 11 of HCR, stated,

#### **“Particulars of pleading**

1.-(1) Subject to paragraph (2), every pleading must contain the necessary particulars of any claim, defence or other matter pleaded including, without prejudice to the generality of the foregoing words-

(a) Particulars of any misrepresentation, fraud, breach of trust, willful default or undue influence on which the party pleading relies; and

(b) where a party pleading alleges any condition of the mind of any person, whether any disorder or disability of mind or any malice, fraudulent intention or other condition of mind except knowledge, particulars of the facts on which the party relies.

(2) **Where it is necessary to give particulars of debt**, expenses or damages and those particulars exceed 3 folios, they must be set out in a separate document referred to in the pleading and the pleading must state whether the document has already been served and, if so, when, or is to be served with the pleading.

(3) The **Court may order a party** to serve on any other party particulars of any claim, defence or other matter **stated in his pleading**, or in any affidavit of his ordered to stand as a pleading, or a statement of the nature of the case on which he relies, and the order may be made on such terms as the Court thinks just.

(4) Where a party alleges as a fact that a person had knowledge or notice of some fact, matter or thing, then without prejudice to the generality of paragraph (3) the Court may, on such terms as it thinks just, order that party to serve on any other party-

(a) where he alleges knowledge, particulars of the facts on which he relies, and

(b) where he alleges notice, particulars of the notice.

(5) An order under this rule shall not be made before service of the defence unless, in the opinion of the Court, the order is necessary or desirable to **enable the defendant to plead or for some other special reason**.

(6) Where the applicant for an order under this rule did not apply by letter for the particulars he requires, the Court may refuse to make the order unless of opinion that there were sufficient reasons for an application by letter not having been made.

(7) Where particulars are given pursuant to a request, or order of the Court, the request or order shall be incorporated with the particulars, each item of the particulars following immediately after the corresponding item of the request or order.” (emphasis added)

51. So particulars can be ordered before close of pleadings when such particulars are
  - a. Necessary;
  - b. Desirable. (for Defendant to plead).
  - c. Some other special reason.
52. So, particulars can be ordered when they, are necessary and desirable to enable Defendant to plead the statement of defence. Apart from that there can be special reason. This special reason can be pleadings contained in paragraph twenty three, of statement of claim which I have quoted verbatim, previously.
53. The Supreme Court Practice (UK)(White Book) 1988 p 300 18/12/39 Application for particulars state

“If a party pleading omits to give any particulars which ought to be given or if the particulars given are insufficient or inadequate, the other party may apply for an order for particulars given are insufficient or inadequate, the other party may apply for an order for particulars or for further and better particulars.(para,(3) and see *Milbank v Milbank* [1900]1 Ch. 376, C.A). Such application is made to the Master; it should not ordinarily be made before the summons for directions, but should generally be made on the hearing of the summons for directions or on notice under such summons. As a rule, it is unnecessary to support such application by affidavit (see, however, *Robert v Own* (1890)6 T.L.R. 172 (reasonable and probable cause)”
54. Plaintiff in the statement of claim at paragraphs 21 and 22 had pleaded that Plaintiff had provided Defendants with all ‘**pertinent documents such as invoices and deliveries....**’.
55. If so Plaintiff must have in their possession, all the invoices that are stated in the statement of claim and according to their own pleading had provided them to Defendant. Hence there cannot be any reason why invoices pleaded cannot be provided forthwith.
56. The only reason stated by Plaintiff for the refusal, in their affidavits in opposition was the cost. I reject this considering the cost involved in this interlocutory hearing and appeal which is far more than providing copies of twenty eight invoices.

57. If the actual reason was cost, it can easily overcome by providing scanned copies, through electronic means. Section 5 and 5A of Electronic Transaction Act 2008<sup>2</sup> gives legal recognition for such electronic documents.
58. Use of such electronic methods not only save cost but also be environmentally friendly with additional advantages such as easy retrieval, proof of service, storage, reference etc.
59. Hence Plaintiff is directed to provide copies of invoices pleaded in the statement of claim within seven days, through electronic means in an agreeable format to Defendant free of charge. (i.e through email) . It may be provided in some other storage medium subject to payment for such medium.
60. Alternatively, hard copies can be issued forthwith subject to payment of commercial rates for photocopies applicable, if parties cannot agree on a reasonable cost for such photo copies.
61. The Supreme Court Practice (UK)(White Book) 1988 p 300 18/12/39 Application for particulars state
- “such application should normally be preceded by a written request for the required particulars. The particulars may be refused where no such request was first made, unless the Court is satisfied there were sufficient reasons for such a written request not having been made (para .(6).”
62. From Plaintiffs pleadings it is safe to deduce that even before statement of claim Defendant had requested for further and better particulars and they have done so on the basis that there was no contract between the parties.
63. In this matter statement of claim in paragraphs 21 -23 stated that, there were numerous requests made by Defendants regarding particulars relating to the sales and services supplied by Plaintiff to Defendant.
64. The Supreme Court Practice (UK)(White Book) 1988 p 300 18/12/39 Application for particulars state
- “The question whether and what particulars should be ordered is one of discretion. The Court may refuse to order particulars of a pleading which a party would otherwise be entitled to, where there has been inexcusable delay in making the application or the application is made a late stage.....If a defendant will not be put in **an unfair or impossible position in serving his defence** before the service

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<sup>2</sup> Commenced on 17.2.2017, Laws of Fiji(<https://www.laws.gov.fj/Acts/DisplayAct/3209#>) 9.8.2022

of the further particulars requested by him, **the particulars will not be ordered before defence and may be only after discovery**(see Commission of Racial Equality v Ealing London Borough Council [1978] 1 WLR 112;[1978] 1 All E.R.497 (CA).”(emphasis added)

65. The issue before Master was whether Defendant who made an application seeking further and better particulars had established that it was ‘unfair or impossible’ for them to file a statement of defence without the particulars sought in the said summons, but Plaintiff had pleaded that invoices and other pertinent documents were provided before this action. So there was no reason for Plaintiff to refuse invoices, according to their own pleadings.
66. Without prejudice to above, as claim was for specific invoices and Defendant is denying any records of such receipts of goods sold, it was prudent to provide copies of invoices to Defendant.
67. The Supreme Court Practice (UK)(White Book) 1988 p 300 18/12/39 Application for particulars state
- “Particulars before defence-Para.(5) is taken from the former O.19. r.17....
- Particulars before defence are desirable where the defendant would otherwise be prejudiced or embarrassed in his pleading. E.g. particulars of the relation under which an alleged duty arises (Selangor, etc Ltd v Cradoc [1965] Ch
- Generally, a defendant can contest the issue as to whether or not he is an accounting party to the plaintiff without knowing the particulars nor discovery will be ordered before defence ;Commission for Racial Equality v Ealing Loding Borough Council [1978] 1WLR 112**
- Where pleadings raise with sufficient particularity issues which ought to be investigated by the court, **neither further particulars nor discovery will be ordered before defence; Commission of Racial Equality v Ealing London Borough Council [1978] 1 WLR 112;[1978] 1 All E.R.497 (CA).”**
68. Accordingly all the particulars except invoices (i.e Schedule 2 (vii)) are not required as the claim is based on the items sold and what is required at this moment before service of statement of defence.
69. Plaintiff had claimed for goods sold and services provided relating them in delivery of said items, contained in twenty eight invoices pleaded with details. So Defendant cannot ask for more at this stage of proceedings to file statement of defence, once the copies of invoices provided.

70. The Supreme Court Practice (UK)(White Book) 1988 p 291 18/12/14 state

“**Goods sold and delivered-** In an action for goods sold and delivered the date and amount of each consignment should be set out in the statement of claim (*Parpaite Freres v Dickinson* (1878) 38 L.T.178).”

71. According to pleadings, Plaintiff had given details of each transaction in the statement of claim and had also provided invoices relating to pleaded goods that were sold and accepted by Defendant through invoices. So no other document should be ordered except the invoices that Plaintiff had voluntarily provided and also pleaded in the statement of claim.

72. Master had listed all the particulars requested by way of summons. I do not wish to list all and deal individually as the claim is ‘goods sold and delivered’ and requirement for such a claim were met once copies of invoices provided.

73. Except copies of invoices, rest of particulars stated in the summons, cannot be ordered under ‘particulars of pleading’ before close of pleadings. Such information may be requested at appropriate time through appropriate applications and it is premature to deal such details now. Defendant cannot engage in fishing expedition to consider strength of Plaintiff’s case or delay the claim without filing statement of defence.

74. So requests other than copies of invoices can be considered as irrelevant at this stage of proceedings. Allowing particulars before statement of defence is rare, as such there is time period to file statement of defence. This time period is important for the actions to move forward without inordinate delay. So particulars are ordered only in special cases, with limited scope. If not defendants will seek all the evidence relating to the claim , without filing a stamen of defence as done in this case by Defendant. This will make the time period fixed for statement of defence redundant and actions will not move beyond statement of claim for a long time. So there is a case management reason to reject particulars that are not required, at this stage.

75. I consider this instance as ‘special reason’ considering paragraph twenty three of the statement of claim to order particulars. Defendant cannot delay proceedings through interlocutory applications. Defendant must file their statement of defence without delay, for that I have granted twenty one days from today.

## CONCLUSION

76. Both affidavits filed by CEO of Defendant are admitted as evidence for interlocutory application. Plaintiff is directed to provide scanned copies of invoices in the electronic form without cost (can be through emails in mutually agreeable format, or any other medium suitable to parties). Alternatively, Plaintiff to provide photo copies of all the invoices pleaded in the statement of claim at the rate of commercial rate applicable to a page of

photocopy in Fiji. Plaintiff is granted seven days to comply with the said order. Defendant is directed to file statement of defence within 21 days from today. No cost granted considering circumstances and importance of the matters dealt. Subject to above, all the requests contained in the summons for particular are rejected. Appeal allowed.

## FINAL ORDERS

- a. Appeal allowed.
- b. Masters decision dated 27.4.2022 is set aside.
- c. Plaintiff is ordered to submit scanned copies (in a format agreeable to parties) of invoices referred to in the pleading and pleaded as already provided without cost electronically. (i.e scanned copies of invoices) within seven days from today.
- d. Alternative to above order (b), photo copies of all the invoices pleaded to be provided subject to payment of commercial rate for photocopying a page or any other rate agreed between parties within seven days from today.
- e. Apart from copies of invoices rest of the particulars contained in the summons rejected at this stage.
- f. Defendant is granted 21 days from today to file and serve statement of defence.
- g. Matter to be listed before Master for further directions and priority should be given considering inevitable delay, in due process of law.
- h. Parties to bear the cost considering legal issues and circumstances of the case.

Dated at Suva this 9<sup>th</sup> day of August, 2022.



  
.....  
**Justice Deepthi Amaratunga**  
**High Court, Suva**