

IN THE HIGH COURT OF FIJI
AT SUVA
CIVIL JURISDICTION

Civil Action No. HBC 144 of 2018

BETWEEN:

MOHAMMED BINSAD
PLAINTIFF

AND:

MOHAMMED INTAZ
1ST DEFENDANT

AND:

REGISTRAR OF TITLES
2ND DEFENDANT

AND:

ATTORNEY GENERAL
3RD DEFENDANT

BEFORE:

Acting Master L. K. Wickramasekara

COUNSELS:

Jiten Reddy Lawyers for the Plaintiff

Jackson Bale Lawyers for the 1st Defendant

Attorney Generals Chamber for the 2nd & 3rd Defendants

Date of Hearing:

By way of Written Submissions

Date of Ruling:

01 August 2024

RULING

01. The 1st Defendant by way of its interlocutory summons filed on the 27/01/2023 has sought the following orders,
 - a) *The Plaintiff provide further and better particulars in respect of the dates of the breaches alleged in paragraph 14 of the Plaintiff's Amended Statement of Claim filed on 30 November 2022,*
 - b) *That paragraphs 15, 16, 17 and 18 of the Plaintiff's Amended Statement of Claim filed on 30 November 2022 be struck out and dismissed on the grounds that these amendments exceeded the Ex-Tempore Orders of the Court made on 14 November 2022 and/or were made without the leave,*
 - c) *All proceedings be stayed pending the determination of this application,*
 - d) *The Plaintiff pay cost of this application*
 - e) *Such further alternative orders that this Honourable Court deems just, fit and expedient.*

02. This summons is supported with an Affidavit by the 1st Defendant sworn on 26/01/2023. As per the facts averred in the above Affidavit, the basis for making the summons is that the Plaintiff has exceeded the leave granted by the Court to amend its Statement of Claim following the Ex-Tempore orders made by the previous Master of the Court on the 14 November 2022.

03. It is further averred by the 1st Defendant that the previous Master, whilst delivering the Court's ruling on 14/11/2022, with regard to the 1st Defendant's Summons to Strike Out filed on 22/03/2022, *inter alia* made the following orders,
 - a) *The Plaintiff to file and serve an Amended Statement of Claim outlining; date or period of the alleged agreement, parties to the alleged agreement, if the agreement was orally made or written, and terms of the agreement breached.*
 - b) *Further to this, the Plaintiff is to provide a schedule for the claim of \$ 250000.00.*

04. The Plaintiff thereupon filed an Amended Statement of Claim on the 30/11/2022. I shall reproduce here *in verbatim* the paragraphs of the Amended Statement of Claim, which the 1st Defendant has taken issue with.

14. Then the defendant has breached his oral agreement with the plaintiff when he failed to honor the following conditions,

- I. Failed to work with the Plaintiff*
- II. Failed to look after their parents*
- III. Failed to keep the property as a family home.*

15. That further and/or in the alternative, the plaintiff pleads and relies upon the doctrine of Resulting Trust and says as a result of the Defendants representation, conduct an agreement to the Plaintiff for the purchase and transfer of the property, the same has created Resulting Trust between the Plaintiff and the Defendant

PARTICULARS

- i. That at all material times a pre-existing relationship between the Plaintiff and the Defendant.*
- ii. That the Plaintiff has invested in the property on the representation an assurance made by the Defendant.*
- iii. That the said representations and assurance created a relationship of trust and confidence.*
- iv. The Plaintiff had purchased and registered the property under the name of the Defendant on the grounds that the Defendant was related to the Plaintiff, will look after their parents and would work for the Plaintiff, hence the property was a family property.*
- v. The Defendant has failed to honor the promise made to the Plaintiff resulting in the Defendant breaching its duty.*
- vi. Reiterate paragraphs 1-9 herein.*

15. That also because of the conduct and assurance including oral agreement entered by the Defendant with the Plaintiff, there has been a Constructive Trust created between the parties.

PARTICULARS

- i. The Plaintiff and the Defendant shared a common intention that the Plaintiff would purchase the property and the Defendant would in turn, work for the plaintiff, look after their parents and that the property would remain the family property.*
- ii. That the common intention created a beneficial interest for the plaintiff in the premises; and,*
- iii. That the Plaintiff has acted to its detriment on the basis of the intention by investing around a total of \$ 397598.00 in the*

property on the representations and assurance made by the Defendant.

- iv. *That the Plaintiff had purchased the property by providing funding in the sum of \$ 147598.00 being for the purchase price of the property which the Plaintiff had paid from the Plaintiffs Australia and New Zealand bank account number 6003040.*
- v. *The Plaintiff has at all material times paid for the purchase, upkeep and maintenance of the property.*
- vi. *That the Plaintiff demands to have their monies spent on the property including the purchase price to be back to them by the Defendant or in the alternative to have the property transferred and registered to them.*

- 05. It is clear from the above quoted paragraphs from the Plaintiff's Amended Statement of Claim filed on 30/11/2022, that the Plaintiff has exceeded the scope of the leave granted by the previous Master as per the orders made on 14/11/2022 for the amendment of the Statement of Claim.
- 06. 1st Defendant submits that since the current Amended Statement of Claim, has been filed exceeding the scope of the leave granted by the Court for the amendment, it is therefore, literally an amendment that is being made without the leave of the Court. As such the 1st Defendant submits that it is an irregularity coming under Order 2 Rule 1 of the High Court Rules and as such moves from Court to have the paragraphs 15, 16, 17 and 18 of the Plaintiff's Amended Statement of Claim filed on 30 November 2022 be struck out and dismissed.
- 07. It is also submitted by the 1st Defendant that since paragraph 14 of the Plaintiff's Amended Statement of Claim does not disclose any dates or periods in which the alleged breaches therein had occurred, that the Plaintiff provide further and better particulars in respect of the dates of the breaches alleged in paragraph 14 of the Amended Statement of Claim.
- 08. The Plaintiff on the other hand had submitted in his Affidavit in Opposition filed on 09/03/2023 as follows,

“9. That in regard to paragraph 13 and 14 of the affidavit I disagree with its contents as I have been very advised and believe that as per Order 20 Rule 5 (5) of the High Court Rules 1988 that the amendments that have been made in the amended statement of claim are not part of or bring about the include of any new facts but rather the course of action arises out of the same facts that have been originally pleaded in the statement of claim and the new course of action simply expands on the existing facts of the case hence these amendments are not irregular or undutiful.

10. *That in response to paragraph 15 of the affidavit I disagree with its contents as the amendments made in the amended statement of claim do not arise out of any new facts but it all expands on the existing facts of the matter. There is no inclusion of any new facts but rather the existing facts have only been expanded upon. Furthermore, the last application made by the defendant was that they required further and better particulars on the amount being claimed by me as per that I have provided the whole background in relation to my claim in this amended statement of claim. Hence these paragraphs should not be struck out or dismissed.*
11. *That in regard to paragraph 16 of the affidavit I disagree with its contents as the inclusion of this paragraph will not cause any prejudice to the defendant as he will be given a chance to respond to amendments that have been made in the claim. Furthermore, in the initial claim that was filed, the facts and/or events that transpired in the year 2003 hence, there is in fact no addition or inclusion of any new facts. Furthermore, the matter has not proceeded very far as it is still on the early stage and pleadings have not closed hence the defendant still has time to prepare a statement of defense to the amended claim.”*

09. Pursuant to the application before this Court, Order 2 Rule 1 and 2 and Order 18 Rule 11 of the High Court Rules have been relied upon by the 1st Defendant in support of its application. These rules read as follows,

“Order 2 Rule 1

- 1.-(1) *Where, in beginning or purporting to begin any proceedings or at any stage in the course of or in connection with any proceedings, there has, by reason of anything done or left undone, been a failure to comply with the requirements of these Rules, whether in respect of time, place, manner, form or content or in any other respect, the failure shall be treated as an irregularity and shall not nullify the proceedings, any step taken in the proceedings, or any document, judgement or order therein.*
- (2) *Subject to paragraph (3), the Court may, on the ground that there has been such a failure as is mentioned in paragraph (1), and on such term as to costs or otherwise as it thinks just, set aside either wholly or in part the proceedings in which the failure occurred, any step taken in those proceedings or any document, judgment or order therein or exercise its powers under these Rules to allow such amendments (if any) to be made and to make such order (if any) dealing with the proceedings generally as it thinks fit.*
- (3) *The Court shall not wholly set aside any proceedings or the writ or other originating process by which they were begun on the ground that the proceedings were required by any of these Rules*

to be begun by an originating process other than the one employed.

Order 2 Rule 2

- 2.-(1) *An application to set aside for irregularity any proceedings, any step taken in any proceedings or any documents, judgment or order therein shall not be allowed unless it is made within a reasonable time and before the party applying has taken any fresh step after becoming aware of the irregularity.*
- (2) *An application under this rule may be made by summons or motion and the grounds of objection must be stated in the summons or notice of motion.*
- (3) *The Court shall not wholly set aside any proceedings or the writ or other originating process by which they were begun on the ground that the proceedings were required by any of these Rules to be begun by an originating process other than the one employed.*

Order 18 Rule 11

- 11.-(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, wilful 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.*
10. The Plaintiff relies on Order 20 Rule 3 of the High Court Rules and submits that pursuant to the above rule, the Plaintiff is entitled to amend its pleadings, once, without the leave of the Court, prior to the pleadings deemed to be closed.
11. However, the pleadings in this case have been deemed to be closed when the Plaintiff had on 06/07/2018 filed its Reply to the initial Statement of Defence filed by the Defendant on 14/06/2018.
12. Pursuant to Order 18 Rule 19 (1) (a) at the expiration of 14 days from the service of the Reply to the Statement of Defence, the pleadings are deemed to be closed. For the Plaintiff to claim otherwise is to misguide the Court. A subsequent order by the Court granting leave to amend the pleadings cannot be considered to bypass this rule. In this case even the Summons for Directions have been filed and the orders thereof have been made by the Court on 04/02/2019.
13. As such the Plaintiffs reliance on Order 20 Rule 3 is without merit and the Court has no reservation in finding that the Plaintiff needed leave of the Court to make the amendments made in paragraphs 15 to 18 of its Amended Statement of Claim.
14. It is clear from the facts averred on behalf of the Defendant, that the Plaintiff had failed to duly obtain leave for the said amendments, as the leave granted by the Court for amendment of the Statement of Claim, by its orders made on 14/11/2022, were not intended for the amendments made at paragraphs 15 to 18 of the Plaintiffs Amended Statement of Claim.
15. In considering this issue, the Court finds Order 20 Rule 4 and 5 to provide guidance on the same. These rules read as follows,

“Order 20 Rule 4

- 4.-(1) *Within 14 days after the service on a party of a writ amended under rule 1(1) or of a pleading amended under rule 3(1), that party may apply to the Court to disallow the amendment.*
- (2) *Where the Court hearing an application under this rule is satisfied that if an application for leave to make the amendment in question had been made under rule 5 at the date when the amendment was made under rule 1(1) or rule 3(1) leave to make the amendment or part of the amendment would have been refused, it shall order the amendment or that part to be struck out.*
- (3) *Any order made on an application under this rule may [be] made on such terms as to costs or otherwise as the Court thinks just.*

Order 20 Rule 5

- 5.-(1) *Subject to Order 15, rules 6, 8 and 9 and the following provisions of this rule, the Court may at any stage of the proceedings allow the plaintiff to amend his writ, or any party to amend his pleading, on such terms as to costs or otherwise as may be just and in such manner (if any) as it may direct.*
- (2) *Where an application to the Court for leave to make the amendment mentioned in paragraph (3), (4), or (5) is made after any relevant period of limitation current at the date of issue of the writ has expired, the Court may nevertheless grant such leave in the circumstances mentioned in that paragraph if it thinks it just to do so.*
- (3) *An amendment to correct the name of a party may be allowed under paragraph (2) notwithstanding that it is alleged that the effect of the amendment will be to substitute a new party if the Court is satisfied that the mistake sought to be corrected was a genuine mistake and was not misleading or such as to cause any reasonable doubt as to the identity of the person intending to sue or, as the case may be, intended to be sued.*
- (4) *An amendment to alter the capacity in which a party sues may be allowed under paragraph (2) if the new capacity is one which that party had at the date of the commencement of the proceedings or has since acquired.*
- (5) *An amendment may be allowed under paragraph (2) notwithstanding that the effect of the amendment will be to add or substitute a new cause of action if the new cause of action arises out of the same facts or substantially the same facts as a cause of action in respect of which relief has already been claimed in the action by the party applying for leave to make the amendment.*

16. Order 20 Rule 5 in its plain meaning gives a broad discretion to the court to allow amendment of pleading at any stage of proceedings, and such discretion should be exercised in accordance with the well-settled principles. I shall consider the settled

principles of law in this regard and for clarity highlight some of the well noted cases forthwith.

17. **Lord Keith of Kinkel** delivering the opinions of the House of Lords in *Ketteman and others v Hansel Properties Ltd* [1988] 1 All ER 38, held at page 48 that:

“Whether or not a proposed amendment should be allowed is a matter within the discretion of the judge dealing with the application, but the discretion is one that falls to be exercised in accordance with well-settled principles”.

18. The Court should be guided by its assessment of where justice lies when exercising this discretion in each case. **Lord Griffiths**, in that above case, concurring with **Lord Keith of Kinkel**, held at page 62.

“Whether an amendment should be granted is a matter for the discretion of the trial judge and he should be guided in the exercise of the discretion by his assessment of where justice lies. Many and diverse factors will bear on the exercise of this discretion. I do not think it possible to enumerate them all or wise to attempt to do so”.

19. There are several authorities that set out the guiding principles on the question of amendment. See **Jenkins L. J.** in *R. L. Baker Ltd v Medway Building & Supplies Ltd* [1958] 3 All E.R. 540. P. 546).

“I repeat the second half of the rule “and all such amendments shall be made as may be necessary for the purpose of determining the real questions in controversy between the parties.” I do not read the word “shall” there as making the remaining part of the rule obligatory in all circumstances, but there is no doubt whatever that it is a guiding principle of cardinal importance on this question that, generally speaking, all such amendments ought to be made “as may be necessary for the purpose of determining the real questions in controversy between the parties.””
(Underlining added).

20. The courts and the tribunals exist for the very purpose of deciding the rights of the parties in each case. The duty that is cast on them is to decide the matters in controversy between the parties. It, therefore, follows that all such amendments shall be made as may be necessary for the purpose of determining the real questions in controversy between the parties. See **Bowen L.J.** in *Cropper v. Smith* (1883)26 Ch. D. 700 stated at pages 710 and 711.

21. The practice of Bramwell L.J., which His Lordship expressly mentioned in *Tildesley v. Harper* (1878) 10 Ch. D. 393, at pages 396 and 397, clearly sets the principle that

can guide the court in exercising the discretion on amendment of pleading. His Lordship held that:

"My practice has always been to give leave to amend unless I have been satisfied that the party applying was acting mala fide, or that, by this blunder, he had done some injury to his opponent which could not be compensated for by costs or otherwise."

22. When exercising the discretion, the court is bound to investigate the injury or the injustice that the proposed amendment may cause to the other party, irrespective of the delay that can be compensated through the appropriate cost. "However negligent or careless may have been the first omission, and however late the proposed amendment, the amendment should be allowed if it can be made without injustice to the other side. There is no injustice if the other side can be compensated by costs" (per Brett M.R. in *Clarapede v. Commercial Union Association* (1883) 32 WR 262, p263).

23. Lord Brandon of Oakbrook, in the case of *Ketteman and others v Hansel Properties Ltd* (supra) having analyzed the authorities, summarized the proposition at page 56 as follows:

"The effect of these authorities can, I think, be summarized in the following four propositions. First, all such amendments should be made as are necessary to enable the real questions in controversy between the parties to be decided. Second, amendments should not be refused solely because they have been made necessary by the honest fault or mistake of the party applying for leave to make them: it is not the function of the court to punish parties for mistakes which they have made in the conduct of their cases by deciding otherwise than in accordance with their rights. Third, however blameworthy (short of bad faith) may have been a party's failure to plead the subject matter of a proposed amendment earlier, and however late the application for leave to make such amendment may have been, the application should, in general, be allowed, provided that allowing it will not prejudice the other party. Fourth, there is no injustice to the other party if he can be compensated by appropriate orders as to costs."

24. The Supreme Court Practice of 1999, under the heading '**General principles for grant of leave to amend**' at page 379, summarized the principles developed by the English courts on the amendment of pleadings. These principles have, frequently, been applied by the courts in Fiji in exercising the discretion on amendment of pleading (see: **National Bank of Fiji v Naicker** [2013] FJCA 106; ABU0034.2011 (8 October 2013); **Colonial National Bank v Naicker**, [2011] FJHC 250; HBC 294. 2003 (6 May 2011)).

25. The Fiji Court of Appeal in *Reddy Construction Company Ltd v Pacific Gas Company Ltd* [1980] FJLawRp 3; [1980] 26 FLR 121 (27 June 1980), succinctly summarized the test applicable and held that:

“The primary rule is that leave may be granted at any time to amend on terms if it can be done without injustice to the other side. The general practice to be gleaned from reported cases is to allow an amendment so that the real issue may be tried, no matter that the initial steps may have failed to delineate matters. Litigation should not only be conclusive once commenced, but it should deal with the whole contest between the parties, even if it takes some time and some amendment for the crux of the matter to be distilled. The proviso, however, that amendments will not be allowed which will work an injustice is also always looked at with care. So in many reported cases we see refusal to amend at a late stage particularly where a defence has been developed and it would be unfair to allow a ground to be changed”.

26. Again, in *Sundar v Prasad* [1998] FJCA 19; Abu0022u.97s (15 May 1998) the Fiji Court of Appeal further emphasized the test and stated how the balance is to be made between the interest of the party seeking the amendment and the other side which incurs the cost. The Court unanimously held that:

“Generally, it is in the best interest of the administration of justice that the pleadings in an action should state fully and accurately the factual basis of each party’s case. For that reason amendment of pleadings which will have that effect are usually allowed, unless the other party will be seriously prejudiced thereby (G.L. Baker Ltd. v. Medway Building and Supplies Ltd [1958] 1 WLR 1231 (C.A.)). The test to be applied is whether the amendment is necessary in order to determine the real controversy between the parties and does not result in injustice to other parties; if that test is met, leave to amend may be given even at a very late stage of the trial (Elders Pastoral Ltd v. Marr (1987) 2 PRNZ 383 (C.A.)). However, the later the amendment the greater is the chance that it will prejudice other parties or cause significant delays, which are contrary to the interest of the public in the expeditious conduct of trials. When leave to amend is granted, the party seeking the amendment must bear the costs of the other party wasted as a result of it.”

27. When considering the amendments that are being made from paragraph 15 to 18 of the Amended Statement of Claim filed on the 30/11/2022, this Court is of the view that, although the Plaintiff is introducing two new causes of action, these new causes of action are based on the ‘same facts and/or substantially the same facts as a cause of

action in respect of which relief has already been claimed' as disclosed and relied upon by the Plaintiff in its original Statement of Claim filed on 16/05/2018.

28. Thus, the Court finds that these amendments are covered under Order 20 Rule 5 (5) of the High Court Rules. The Court is of the further view that these amendments may certainly help the parties in deciding all questions in controversy between them and the Court finds that these amendments are, in fact, necessary in order to determine the real controversy between the parties and would not have resulted in injustice to the Defendant, even if leave was granted to make such amendments in the first place.
29. It is therefore the Courts considered view that, having carefully considered the amendments that are being made at paragraphs 15 to 18 of the Plaintiff's Amended Statement of Claim, and considering the exhaustive meaning of the whole of Order 20, that these amendments can be allowed to stand pursuant to the provisions in Order 20 of the High Court Rules 1988, as the Court finds that these amendments should not be struck out pursuant to that Order.
30. Any prejudice that has occurred due to Plaintiff not duly seeking leave from the Court to make these amendments and the delay caused thereby can, in Courts view, be adequately compensated by way of costs.
31. In respect of the application for further and better particulars by the Defendant, I do not find that the Plaintiff had, in fact, taken any objection to the same, in his Affidavit in Opposition.
32. The Defendant has annexed with his Affidavit in Support a letter dated 23/12/2022 forwarded to the Plaintiff's solicitors requesting further and better particulars on paragraph 14 of the Plaintiff's Amended Statement of Claim. Defendant had submitted that the Plaintiff never responded to the said letter. Thus, the Plaintiff to claim otherwise in its written submissions filed on 06/06/2024 is again misleading.
33. Having considered the averment at paragraph 14 of the Plaintiff's Amended Statement of Claim, this Court finds that it is just and expedient to order the Plaintiff to submit the particulars requested by the Defendant as per its summons filed on 27/01/2023.
34. In the Supreme Court Practice (1999) at pg. 328 (18/12/2) it is stated that,

“The purpose of pleadings is not to play a game at the expense of the litigants but to enable the opposing party to know the case against him. There is a tendency to forget this basic purpose and to seek particulars which are not necessary when in truth each party knows the other's case (Trust Securities

Holdings v Sir Robert McAlpine & Sons Limited (1994) The Times, December 21, CA”

35. All in all, it is the conclusion of the Court that the Plaintiff needs to provide the requested further and better particulars as per the summons of the Defendant filed on 27/01/2023.
36. Consequently, the Court makes the following orders:
1. (a) Summons dated 27/01/2023 as filed by the 1st Defendant is hereby partially allowed subject to the following orders of the Court,
 - (b) Plaintiff shall provide within 07 days from the date of this Ruling (That is by 12/08/2024) all particulars as requested by the Defendant under Order. 01 of the Defendant’s summons dated 27/01/2023.
 - (c) 1st Defendants’ application to have paragraphs 15 to 18 of the Amended Statement of Claim filed on the 30/11/2022 to be struck out is refused and dismissed.
 - (d) Plaintiff’s Amended Statement of Claim as filed on the 30/11/2022 shall wholly stand as a regular pleading and as amended with the leave of the Court.
 - (e) Plaintiff shall pay a cost of \$ 3000.00 to the Defendant as summarily assessed by the Court, as costs of these proceedings,
 2. Considering the delay in these proceedings and the fact that the Defendant is yet to file its Statement of Defence to the Amended Statement of Claim, the Court directs the Defendants to file and serve its Amended Statement of Defence within 14 days from the service of the particulars by the Plaintiff as per Order no. 1 (b) above (That is on or by 26/08/2024).
 3. Plaintiff shall, 07 days after, file and serve its Reply to the Amended Statement of Defence (That is by 04/09/2024).
 4. Both parties shall be at liberty to file and serve a supplementary AVL (if the need be) 07 days after (That is by 13/09/2024).
 5. Discovery and Inspection of documents shall be concluded 07 days after (That is by 24/09/2024).
 6. Plaintiff shall convene the PTC and file and serve PTC minutes 14 days after (That is by 08/10/2024).
 7. Plaintiff shall thereupon file and serve the Order 34 Summons and the Copy Pleadings 07 days after (That is by 17/10/2024).

8. In failure to comply with any of the above orders from order No. 1 (b) and (e) and from No. 2 to 7, the pleadings of the defaulting party shall be struck out subject to a cost of \$ 5000.00, as summarily assessed by the Court, to be paid by the defaulting party to the other party.



**At Suva,
01/08/2024.**

A handwritten signature in blue ink, appearing to read "L. K. Wickramasekara".

**L. K. Wickramasekara,
Acting Master of the High Court.**