IN THE HIGH COURT OF FIJI

(WESTERN DIVISION) AT LAUTOKA

CIVIL JURISDICTION

CIVIL ACTION NO. HBC 88 of 2017

BETWEEN	:	**RAKESH CHAND**, trading as Gate 66 of Solovi Lane, Nadi, Fiji and of 4809, East Railway Street, Black Falds, AB T0M0Jo, Canada, Businessman.
		PLAINTIFF
AND	:	**NADI TOWN COUNCIL**. a Statutory body duly constituted under the provisions of the Local Government Act, Cap. 125, Town Council Arcade, Nadi.
		DEFENDANT
BEFORE	:	Hon. Justice A.M. Mohamed Mackie.
APPEARANCES	:	Mr. Sharma. J. - For the Plaintiff.
	:	Mr. Naidu. D. with Mr. K. Chand - For the Defendant.
DATES OF TRIAL	:	1st February, 10th March, 3rd April & 31st May 2023.
SUBMISSIONS	:	On 23rd November 2023 filed by the Plaintiff.
	:	On 23rd October 2023 filed by the Defendant.
DATE OF JUDGMENT	:	On 14th February 2025.

JUDGMENT

A. INTRODUCTION:

1. This is an action commenced by the Plaintiff against the Defendant on 18th May 2017, by filing his Writ of Summons and the Statement of Claim (SOC), seeking the following reliefs;

   a) *Damages in a sum of $100,651.60 (One Hundred Thousand Six Hundred Fifty-One Dollars and Sixty Cents);*

   b) *General Damages;*

   c) *Interest; Solicitor/Client indemnity Costs;*

   d) *Solicitor Client indemnity Costs.*

   e) *Such other and further reliefs this Honorable Court deems just;*

2. The Defendant filed its Statement of Defence (SOD) , along with its Counter Claim, on 26th June 2017 and moved for;

   a) *Dismissal of the Plaintiff's claim in prayers (a) (b) (c) (d) & (e) ;*

   b) *Rental arrears and bond payment as per paragraph 19 of the counterclaim;*

   c) *General damages as per its Counterclaim*

   d) *Interest*

   e) *Cost on solicitor client indemnity basis;*

   f) *Such further and other relief that this Honorable Court deems necessary.*

3. The Plaintiff by his Reply to Defence and Defence to counter claim filed on 20th May 2017 moved for the dismissal of the Statement of the Defence and Counterclaim on Solicitor Client full indemnity basis, judgment as per his Statement of Claim , and such further reliefs that this Court deems fit.

4. Plaintiff filed his List of Documents on 21st November 2017, comprising of Schedule 1 Part 1 and 2, and the Defendant did likewise on 18th February 2018, which were followed by their respective Bundles of Documents prior to trial.

5. As per the Pre- Trial conference Minutes filed on 28th May 2018, parties, having recorded 8 agreed facts, had raised total number of 27 issues for adjudication. I will not reproduce here those agreed facts and Issues, but will be referring to those in this judgment, if and when needed.

B. BRIEF HISTORY: (As per the Pleadings)

6. The Defendant, by its letter dated 20th March 2015, as the Owner of the property known as "***Town Council Arcade & Old Novelty Cinema Building***" in Nadi Town, had agreed to lease the part of the said premises unto the Plaintiff, for him to run a Net Café with a Fast Food out let, on the terms and conditions, *inter alia,*

   a. *Rental for the first 3 years will be $2000.00 VEP.*
   b. *$2000.00 Deposit to be paid upon receipt of Offer Letter and $4000.00 to be paid by June 2015;*
   c. *One month renovation period with effect from the date of receipt of the offer letter.*
   d. *The rent from 21st April, 2015 till 30th April 2015 will be in the sum of $766.70 on pro rata basis.*
   e. *First month's rent to be paid on the 1st day of business.*
   f. *Council will clear all past utility bill. Water and Electricity connections will be borne by you (the Plaintiff).*
   g. ***Council to fix and repair any leakage on the roof; (****emphasis mine****)***
   h. *One month renovation period will be allowed*

7. The Plaintiff agreed to the terms and paid a refundable deposit of $2,300.00, on which the Keys of the premises were handed over to the Plaintiff, and accordingly the Plaintiff commenced the repairs in order to complete it within the one-month of grace period ending on 20th April 2015. The Plaintiff was to commence the business on 21st April 2015. The Plaintiff by his email dated 9th April 2015 had notified the Defendant about the roof leakage of the premises, which was to be fixed prior to the commencement of his business on 21st April 2015. However, due to the delay in restoration of Water and Electricity connections, opening of the business was delayed till 9th May, 2015. But, the roof leakage remained unattended.

8. On 22nd June 2015, due to heavy rain, water dripped from the ceiling of the premises, which damaged 10 computers, one ceiling fan and one air conditioning unit belonging to the Plaintiff of which the Defendant was duly notified on 23rd June 2015.

9. The Plaintiff alleges that the Defendant breached the terms of the agreement by failing to repair and fix the leakage on the roof of the premises and by failing to restore the utility services for the Plaintiff to commence the business on 21st April 2025 as stated in the agreement. He also alleges that he faced loss of business from 22nd June 2015 because of the damages he incurred due to the leakage.

10. The Defendant in April 2016, admittedly, placed a security officer at the entrance of the said premises and locked the premises, without a Court Order, and thereby the Plaintiff and his employees were denied access to the premises. The Defendant also, admittedly, retained and locked the Plaintiff's business equipment, which were in the value of **$27,784.96** cents.

11. The Plaintiff also claims that he had carried out renovations and improvements to the premises, with the consent of the Defendant, at the costs of **$72,866.64** cents, and as a result of the breach of the agreement by the Defendant, he has suffered loss in a total sum of **$100,651.60** cents, (One Hundred Thousand Six Hundred Fifty-One Dollars and Sixty Cents), including the losses he had to incur due to the damages to his instruments, as stated in paragraph 10 above.

12. The Defendant by its Statement of Defence (SOD);

a. Admitted the averments in paragraphs 1-3, and particularly those in paragraphs 4 and 5 of the SOC, which encompassed the terms and conditions of the agreement, including its undertaking to fix the leaks on the roof of the premises, and the fact that the Plaintiff had paid the refundable deposit of $2,300.00.

b. Acknowledge the receipt of the email dated 9th April 2015 sent by the Plaintiff requiring the Defendant to attend to the roof leaks, as stated in paragraphs 6&7 of the SOC, but denied the claim that there was any leakage at the time of the inspection by the officers of the Defendant's building section and approved.

c. They were not aware of nor had any personal knowledge of the dripping of water on 22nd June 2015 and about damages caused to the Plaintiff's items as stated in paragraph 9 of the SOC, until reported by the Plaintiff's email sent on 23rd June 2015.

d. In paragraph 7 of the SOD, by disputing the contents of paragraph 10 of the SOC, the defendant alleged that if the Plaintiff was aware of the leakage, prior to 22nd June 2015, than the Plaintiff has acted negligently and without due care and attention by positioning the 10 Computers and air conditioner in the area of said leakage.

e. Alleged that the Plaintiff failed to complete the bond payment of $4000.00 and averred further that the Plaintiff took the possession, occupied the premises and operated the business therein being fully aware of the condition of the tenanted building.

f. Admitted the positioning of a Security officer by it at the premises, but disputed the Plaintiff's claim that he had renovated and improved the premises incurring costs in a sum of $72,864.64. The Defendant put the Plaintiff to strict proof of it and also

made a counter claim as stated above, being the loss of rental arrears, general damages, remaining bond money and interest.

C. <u>THE TRIAL , THE EVIDENCE & THE ANALYSIS</u>:

13. At the trial held on 1st February, 10th March, 3rd April and 11th May, 2023, the Plaintiff RAKESH CHAND, his Sister, namely, Ms. KAMLESH LATA, who managed the Plaintiff's said business, gave evidence for and on behalf of the Plaintiff as **PW-1** and **PW-2** respectively.

14. On behalf of the Defendant, one **Jagath Mohammed**, who claimed to be an IT specialist, and one **Ratu Meli N. Naevo Koroitamana,** the present acting CEO of the Sigatoka Town Council (formerly of Nadi Town Council) gave evidence as **"DW-1"** & **"DW-2"** respectively. Calling of the DW-1 and admission of his evidence was vehemently objected to by the Plaintiff's Counsel.

15. At the trial, documents from **"Pex-1"** to **"Pex-15"** were marked as evidence on behalf of the Plaintiff, with no any sort of objection by the defence, while documents from **"Dex-1"** to **"Dex-15**" were marked on behalf of the Defendant, out of which the marking and admission of "**Dex-1",** being the purported Inspection Report of the damaged 10 Computers, was vehemently objected by the Plaintiff's Counsel as stated above. However, this Court, despite the objection, allowed it to be marked through the Defense's 1st witness **(DW-1)** subject to objection by the plaintiff's counsel. My reason for allowing "Dex-1" and the oral evidence of said Jagath Mohammed on it will be discussed in this judgment later.

16. The Plaintiff, RAKESH CHAND (PW-1) gave clear and convincing evidence by substantiating the contents of his pleadings and those of the documents relied on by him. I found his evidence withstood the lengthy cross examination by the Defence Counsel. I also found that under re-examination, he further substantiated his evidence given under examination in chief, which was greater in weight to substantiate his whole claim, leaving no room for any ambiguity or uncertainty, and were more than sufficient to meet the standard of proof expected in civil claims.

17. His evidence was also found to be coherent and corroborated by his sister's evidence (PW-2), and I had no reason at all to disbelieve or disregard the evidence of these two witnesses.

18. I shall not endeavor to reproduce the evidences of the Plaintiff, his witness witnesses or that of the Defendant, except for highlighting the crucial parts of it in this judgment, only if and when needed to do so.

19. On the other hand, I found that the whole evidence given by the defence witnesses namely, "DW-1" and "DW-2" were relatively weak, unconvincing and with no sufficient weight to challenge the evidence of the Plaintiff's witnesses. Particularly the evidence

of the "DW-2", the former NTC employee, was seen to be admitting and supporting the Plaintiff's claim.

Claim for Damages to the Goods

20. The Plaintiff's claim, as per his pleading and the evidence, emanate from two causes firstly, the leakage of the roof, Defendant's failure to fix it, its failure to make the premises available for the Plaintiff on the due date, locking the premises and resultant damages, which is in a sum of **$27,784.96** as pleaded in paragraphs 9, 10, 16 of the SOC.

21. With regard to the averments in paragraph 9, 10 and 16 of the SOC, which are on the damages caused to the 10 Computers and other equipment of the Plaintiff, the Defendant in paragraphs 6 and 7 of its SOD, except for merely denying the contents of those averments, has not successfully challenged it or adduced any tangible evidence warranting any consideration in its favor. By marking the photos of the damaged items as "Pex-7" the Plaintiff has further substantiated the damages caused. This evidence remains uncontroverted.

22. The Defendant's position taken up in paragraph 6 of its SOD to the effect that it attended the Roof repairs within 24 hours after the receipt of the email report lodged by the Plaintiff on 23rd June 2015, itself is a tacit admission on the part of the Defendant that there were leaks on the roof to be attended and, if attended, it was only after the damages had already been caused. However, no evidence whatsoever was proffered by the defence to prove that the roof leaks were in fact attended before or at least after 22nd June 2015, which was the fateful day for the Plaintiff.

23. Hadn't there been any roof leakages to be attended, the Defendant in its offer letter dated 20th March 2015 marked as "**Pex-1"** would not have included it as the 4th condition therein to read as "***Council to fix and repair any leakages on the roof***". This undertaking on the part of the Defendant clearly shows that the Defendant was very well aware of the roof leakages prior to 22nd June 2015, particularly after the Plaintiff had requested the Defendant to attend to it by his email dated 9th April 2015 and marked as **"Pex-5".**

24. Further, the Defendant, having admitted the receipt of the email dated 9th April 2015 from the Plaintiff requiring to attend to the roof leakage, could not have taken up a position in paragraph 6 of its SOD to the effect that it was unaware of any leaks till it was notified by the Plaintiffs' mail dated 23rd June 2015.

25. Further, the Defendant in paragraph 7 (a) of its SOD has alleged that the Plaintiff, being aware of the leakages had acted negligently and without due care and attention by positioning the 10 Computers and the air conditioner in the area of the said leakage. This is a highly irresponsible stance taken by the Defendant. Because, as per the "Pex-1" offer letter, it was none other than the Defendant, who was or should have

been aware that there were roof leakages to be attended and it was its duty to attend to it in time.

26. The Defendant, having failed in its contractual duty to have the roof repairs done well in time, cannot be heard to say subsequently that the Plaintiff was negligent by placing the computers in the leaking area of the premises.

27. The Plaintiff, acting farsightedly, on 9th April 2015 itself sent an email to the Defendant requiring to attend the roof leakages before his intended date of the commencement of the business i.e. on 21st April 2015. Nothing materialized in terms of roof repairs. No evidence to that effect was adduced by the Defendant. On top of it, the Plaintiff could not commence the business on 21st April 2015 due to the failure on the part of the Defendant to have the utility services restored. Thus, the business was commenced only on 9th May 2015 for the Plaintiff to meet the tragedy on 22nd June 2015 on account of not attending to the roof repairs well in time by the Defendant.

28. The Plaintiff, through numerous correspondences had with the Defendant by himself and through his former and present Solicitors, had left no stone unturned, in his attempts to reach at an amicable settlement for his predicament. This is demonstrated by the Plaintiff's annexures marked as "Pex-5", "Pec-6", "Pex-8 " , "Pex-10" and the annexures marked by the Defence as "Dex-2", "Dex-4,4A & 4B and "Dex-5 " to "Dex-7". Unfortunately, the response meted out to the Plaintiff by the Defendant was nothing but the deployment of a Security guard at the premises and pad-Locking the front and rear entrance thereto, leaving the Plaintiff's equipment inside and preventing the Plaintiff and his Servants from gaining entry thereto.

29. If there was a rental arrears, the accepted procedure that was available for the Defendant, was to issue distress notice or obtaining the necessary Court Orders to prevent his continued occupation without payment of rental, or to take back the vacant possession thereof by evicting the plaintiff. Instead, the Defendant could not have acted in this manner by taking the Law into its hand.

30. Despite the vehement objection by the Plaintiff's Counsel for the evidence of "DW-1" and marking of the purported Inspection Report, this Court allowed the same as alluded to above. The reason being, in my view, that the decision by the defence to call "DW-1" and to mark such a report through him itself was a tacit admission on the part of the Defendant that the Plaintiff in fact had sustained damages to his 10 Computers and other equipment as substantiated by the Plaintiffs' oral and documentary evidence marked as "Pex-7".

31. However, this Court has found that the "DW-1"'s evidence, due to its being hearsay, cannot be accepted and acted upon to devalue the damages sustained by the Plaintiff. Further, this witness ("DW-1") under cross examination, as per page 73 of the transcript, has clearly admitted that he only verified the Report, he did not personally inspect the computers, and it (Report) was presented to him by a person called Sunil

Kumar. He also admitted that the serial numbers of the computers were presented to him by his Employee and he does not know from which Computers the Serial numbers were obtained. He further admitted that the computers were genuine, he does not have information on CPU speed, he cannot say as to what software was installed therein and the softwares are quite expensive. This part of his evidence, I find, is supportive of the Plaintiff's claim.

32. Moreover, the Defendant by its email dated 20th October 2015 marked as "Pex-9" informed the Plaintiff that its Insurance Company is coming to inspect the computers, and the only task given to the Plaintiff in this respect was to show the computers to them. This itself, is a tacit admission on the part of the Defendant that the Plaintiff sustained damages as he complained. Now the Defendant cannot pin the blame on the Defendant alleging that the Plaintiff failed to submit the relevant documents to the Insurance Company, for which no request had been made by the Defendant or the insurance Company from the Plaintiff.

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33. The defence witness "DW-2" in his examination in chief (page-81) admitted that Plaintiff complained about the Leakages by his mail dated 23rd June 2015, it was referred to him by the Manager Finance, it was attended only on 24th June 2015, and he was told about damages to 10 Computers. His evidence has not assisted the Defendant in duly disputing or minimizing the claim made by the Plaintiff for the damages caused to his Computers and other equipment. Instead, his evidence was found to be of supportive of the Plaintiff's claim.

34. On the total evidence led by the Plaintiff, in addition to the tacit admissions made by the Defendant's witnesses as observed above, this Court stand convinced that the Defendant failed to fix the leakages on the roof as undertaken by the offer letter marked as "Pex=1" , despite being reminded of it by the Plaintiff's email dated 9th April 2015. As a result of this failure on the part of the Defendant, the Plaintiff's 10 Computers and other equipment to the value of $27,784.96 cents were damaged as claimed by the Plaintiff.

35. This Court also finds that due to the delay on the part of the Defendant in restoring the Utility Services to the premises in question, the Plaintiff could not commence his business on 21st April 2015. Further, due to the locking of the premises leaving the Plaintiff's goods inside the premises and the placement of a Security Guard, the Plaintiff and his servants were denied entry to the premises and continuing with his business. Hence, due to the above actions of the Defendant, not known to the Law, the plaintiff has sustained damages and loss of income. On the other hand, the Defendant has benefitted by the renovations and repairs done by the Plaintiff to the relevant premises on his own expenses in a sum of $72,866.64 as stated bellow.

Claim on Account of Renovations & Improvements.

36. The Plaintiff's second cause for damages is based on the expenses incurred on account of carrying on renovations and improvements to the premises, which claimed to have costed the Plaintiff a sum of **$72, 866.64** cents as pleaded in paragraph 19 of the SOC.

37. It was undisputed that the subject building was in dilapidated condition at the time material to the issuance of offer letter "Pex-1" and the acceptance thereof by the Plaintiff. Thus, the Plaintiff was given one month time from 20th March 2015 to 20th April 2015 to attend to the repairs / refurbishment and/or improvements thereto. This demonstrate the condition of the building at the time parties agreed to rent it out, and the extent of work the Plaintiff was required to carry out before he commenced his business therein.

38. The Plaintiff, through his evidence, has marked and tendered a summary of purchases he made, the expenses incurred for repairs and the damages caused to his equipment marked as "Pex-4". He also tendered in evidence marked as "Pex-3" a bundle of invoices and receipts in proof of various purchases made for the repairs and improvements of the premises in question. None of these and their contents were disputed or objected to by the Defence.

39. Further, the Defence witness "DW-2" in his evidence as per page 98 of the transcript, has admitted that the plaintiff actually carried out renovations, it was substantial and he was personally aware that the Plaintiff was carrying on with it. In page 99 thereof, he admitted further that the Council never issued a stop work Order and he is aware that the Plaintiff claim for renovations was $72,900.00.

40. Further, in relation to Defendant's position taken up in the SOD to the effect that the Plaintiff had no approval for the renovations from the Defendant Council, when "DW-2" was asked as per page 113 of the transcript , whether the Council was aware of the Renovations done , his answer was affirmative. He also admitted that he visited the property when the Renovations were in progress, the NTC did not issue any Stop Work Notice and it was a quite a bit work that the Plaintiff was attending.

41. Eventually, I find that the Defendant Council has benefitted in terms of the refurbishment of its dilapidated building at the expenses of the Plaintiff. Having achieved so, the Defendant cannot now be heard to say that the Plaintiff had not submitted any Plan for Refurbishments and/or he did not have the Approval of the Defendant to do so. In my view, the evidence adduced by the Defendant fails and the Plaintiff's claims stand proved on balance of probability.

42. The learned Counsel for the Defendant in his written submissions based his arguments on 4 main issues, namely;

    1. Plaintiff's breach of Lease Agreement.
    2. Liability for Leakage on roof;

3. Plaintiff's claim for damages, and
4. Plaintiff's alleged negligence regarding property maintenance.

43. On consideration of the total oral and documentary evidence adduced by both parties, I find that none of the above issues warrants answers favorable to the Defendant. On the other hand, the Plaintiff has proved his case against the Defendant on preponderance of evidence, and thus, the Plaintiff is entitled for the reliefs claimed for against the Defendant, however, subject to the payment of agreed rental for the 1st year at the rate of $2,000.00 per month as discussed below.

44. Counsel for the Defendant, in his written submissions, has addressed the question of the alleged arrears of rentals from the Plaintiff. The fact remains that the Plaintiff enjoyed the premises in suit as a monthly tenant of the Defendant from May 2015 till he was locked out in April 2016.

45. On the totality of the pleadings, issues and the oral and documentary evidence led before me, I stand satisfied that the Defendant is entitled to recover the agreed rental of $2,000.00 per month from the month of May 2015 till April 2015. The Defendant has failed to substantiate the rest of its counterclaim against the Plaintiff; thus, it has to be dismissed, except for the claim for the rental as aforesaid. Further, the Defendant cannot claim the balance sum of Bond Money now as the parties have not continued with the rental agreement. Therefore, the advance Bond Money in a sum of $2,300.00 deposited by the Plaintiff with the Defendant has to be returned by the Defendant unto the Plaintiff.

Special Damages:

46. This Court has no alternative, but to allow the claims advance by the Plaintiff against the Defendant Council as prayed for. I don't find any compelling reason to reduce the amount claimed. The Plaintiff claimed $27,784.96 Cents on account of damages to the 10 Computers and other equipment. The Plaintiff also claimed $72,866.64 on account of the renovations and improvements to the building, both totaling to $100,651.60. The Plaintiff has done so with the intention of running the business for the full term of 3 years agreed upon.

47. The Plaintiff, prior to filing this action, had offered to settle the matter for $80,000.00, with the returning of his goods by the Defendant as full and final settlement, with even an option for that amount to be paid by the Defendant in installments of $1,600.00 per month. The Defendant did not agree. Accordingly, I decide to grant the Plaintiff total damages in a sum of $100,651.60 as prayed for in the Statement of claim.

General Damages.

48. The Plaintiff claims general damages as well. The Plaintiff had taken the premises for 3 years initially. He renovated and refurbished the premises on his expenses, obviously with the intention of running the business therein at least for 3 years. He

was supposed to commence the business from 21st April 2015. But it was commenced only on 9th May 20015 due to the Defendant's failure to restore the utility services. Thereafter, on 22nd June 2015 damages were caused to the Plaintiff's 10 Computers and other equipment owing to the Defendant's failure to fix the leakages on the roof.

49. Accordingly, dispute cropped up between the parties and the plaintiff did not pay the rentals by calling upon the Defendant to set it off against the damages due to him from the Defendant according to him. The Defendant did not agree, placed a security Officer and locked the premises in April 2016. As a result, the Plaintiff could not gain access to the premises and his equipment in order to continue with his business for the balance 2 years period, out of his 3-year of agreed period.

50. Considering the above, I decide to grant summarily assessed general damages to the Plaintiff in a sum of $36,000.00 (Thirty Six Thousand Fijian Dollars) at the rate of $1,500.00 (One thousand Five Hundred Dollars) per month, being the loss of income for the remaining period of 2 years.

Arrears of Rental.

51. The Defendant in its Counterclaim moves for the rental arrears. The Plaintiff has not paid any rental for the period he occupied, which is nearly one year, except for the payment of refundable deposit in a sum of $ 2,300.00. There is no evidence whether he operated the business within the premises during the whole period of first year. But the evidence shows that the premises was under his control till it was locked by the Defendant in April 2016.

52. Accordingly, I find that the Plaintiff is liable to pay the rental from May 2015 (month of commencement of business) till April 2016 (till the locking up of the premises) , which shall not exceed $24,000.00 (Twenty Four Thousand Dollars) for a period of 12 months at the rate of $2,000.00 (Two Thousand Dollars) per month.

Interest:

53. There shall be a simple interest of 1% on the said sum of $100,651.60 awarded as special damages and on $36,000.00 awarded as general damages, both to be calculated and paid from the date of the institution of this action till the date of this judgment. Post judgment interest shall be at the statutory rate from the date of this judgment till those sums are fully paid and settled.

Costs:

54. The Plaintiff claims for costs on indemnity basis. Initially, he made an offer to settle the matter in order to avoid resorting to the Court. The Defendant refused to settle and went to the extent of locking the premises by denying access to the Plaintiff to the premises and his equipment. I don't find sufficient reasons to order Costs on indemnity basis. Considering the above, I decide to grant $6,000.00 as summarily assessed costs payable by the Defendant.

D. FINAL ORDERS:

a. The Plaintiff's action succeeds.

b. The Plaintiff is awarded a sum of $100,651.60 (One Hundred Thousand Six Hundred Fifty-One Dollars and 60 cents) as special damages

c. The Plaintiff is also awarded $ 36,000.00 (Thirty-Six Thousand Fijian Dollars) as general damages payable by the Defendant.

d. Interest payable on the aforesaid sums shall be at the rate of 1% from the date of filing of this action till the date of judgment and thereafter at the rate of 4% from the date of this judgment till the said sums are fully paid and settled.

e. The Defendant's Counterclaim, partially, succeeds.

f. The Defendant is entitled to recover $24,000.00 (Twenty-Four Thousand Fijian Dollars) from the Plaintiff, at the rate of $2,000.00 (two Thousand Fijian Dollars) per month, being the total monthly rental for 12 months.

g. The Plaintiff is entitled to recover the refundable deposit of $2,300.00 from the Defendant.

h. The Defendant shall pay the Plaintiff a sum of $6,000.00 (Six Thousand Fijian Dollars) being the summarily assessed Costs.

On this 14th day of February 2025 at the High Court of Fiji in Lautoka.

A.M. Mohamed Mackie.
Judge.
High Court (Civil Division)
Lautoka.

SOLICITORS:

For the Plaintiff- Messrs. Janend Sharma Lawyers- Barristers & Solicitors.

For the Defendant- Messrs. Pillai Naidu & Associates- Barristers & Solicitors.