



**IN THE SUPREME COURT OF NAURU  
AT YAREN  
CIVIL JURISDICTION**

**Civil Case No. 01/2024**

**BETWEEN :** May Peo of Aiwo District

**Plaintiff**

**AND :** Danelle Eobob of Boe District & Ors

**Defendants**

**BEFORE:** **Keteca J**

**DATE OF HEARING:** **21<sup>st</sup> November 2025**

**DATE OF RULING:** **20<sup>th</sup> February 2026**

**CITATION :** Peo v Eobob

**KEYWORDS:** Strike out Application

**APPEARANCES:**

**COUNSEL for the**

**Plaintiff:**

V. Clodumar

**Defendant:**

J. Olsson

**RULING**

**INTRODUCTION**

1. In 2018, Danelle Eobob, as the then Plaintiffs, filed civil action No. 2/2018 against the present Plaintiff, May Peo for vacant possession of SQ26 located on land portion 199 in Aiwo District.
2. On 30<sup>th</sup> November 2018, Justice Rapi Va'ai ordered as follows:
  - a. The defendant, her family, servants and agents are ordered to vacate SQ26 within 14 days from the date of this judgment;
  - b. The defendant is non- suited for the counterclaim;
  - c. The defendant is ordered to pay costs of \$500.

3. The defendant May Peo filed an appeal to the Nauru Court of Appeal (NCA) in civil appeal 1 of 2019. The NCA ruled on 14<sup>th</sup> December 2023 as follows:
  - a. The sole ground of appeal of the Appellant revolves around the defence of limitation which was never advanced as a defence in the court below. In view of the above discussion we are of the view that failure to rely on the defence of limitation precludes the Appellant to premise this appeal on this ground.
  - b. Accordingly, we find no reason to delve into the merits of this case any further. For these reasons, this appeal is dismissed with costs. The judgment of the Supreme Court dated 30<sup>th</sup> December 2018 stands affirmed.

## **BACKGROUND**

4. On 08<sup>th</sup> February 2024, the Plaintiff filed a Writ of Summons in Civil Case 01/024 pursuing a counterclaim from her statement of defence in civil action 2/2018. The reliefs sought are:
  - a. A determination whether the new building annexed to SQ26 is or is not part of SQ26 on Land Portion 199, Aiwo District;
  - b. An order that the Defendant pay the Plaintiff the sum of \$51, 754 in lump sum subject to (a) above. If the court finds that the annexure is not part of SQ26 then the cost to be recovered will only be \$14,283;
  - c. An order granting the Plaintiff mandatory injunction prohibiting the defendant from occupying the new building annexed to SQ26 until the court determines the status of the new building as raised in paragraph (a) above and until the cost awarded to the Plaintiff is settled; and
  - d. Costs on party/ party basis.
5. By a Summons filed on 16<sup>th</sup> February 2024, the Plaintiff applied for an Interlocutory injunction to prohibit the Defendants from occupying the new building adjoining SQ26 until the court determines whether the new building is part of SQ26. This was granted on 28<sup>th</sup> February 2024.
6. The Defendant filed her statement of defence on 16<sup>th</sup> June 25 which is more than a year since the statement of claim was filed and served on her. Somehow, this matter lingered until the defendants filed their Motion to strike out the Plaintiff's claim on 11<sup>th</sup> November 25.

## **THE STRIKE OUT APPLICATION**

7. The defendant relies on Order 15 Rule 19(1) (a) of the Civil Procedure Rules. Counsel submits:
  - a. The Plaintiff has not complied with the Supreme Court orders of 30<sup>th</sup> November 2018 as she did not vacate SQ26. Instead, the Plaintiff continued constructing an apartment adjacent to SQ26. According to Counsel- 'the Plaintiff never vacated.'
  - b. The Plaintiff also disobeyed the sealed order of the NCA by not vacating SQ26 and she did not get the consent of the landowners when she constructed the additional 'apartment' adjacent to SQ26.

- c. If the court was to entertain this claim, it would open up the floodgates for people to ‘build on lands without first obtaining the consent of the landowners.
- d. The plaintiff, in asking for compensation is unethical as the consent of the landowners was never obtained and the fact that the plaintiff’s ‘disobedience of two court orders.

## RESPONSE BY THE PLAINTIFF

8. Counsel refers to the judgment of Justice Va’ai of 30<sup>th</sup> November 2018 where he said at paragraphs [31] and [32]:

*31. It is accepted however that during the seventeen years of occupation, the defendant has expended monies on renovations which will now enable the plaintiff to move into SQ26. It will be a benefit to the plaintiffs.*

*32. Although the defendant did not pursue her counter claim for costs of renovations, it was plainly obvious from the oral submissions, that the failure to pursue her counter claim was not her choice or doing but a result of the advice she got and the manner her defense was conducted.*

*In the circumstances I consider it unfair and unjust to dismiss her counter claim. To enable her to pursue it, I will simply non-suit her on her counter claim.*

9. Counsel adds that the non- suing of the then defendant (present plaintiff) by Justice Va’ai, she has a cause of action to claim for the ‘costs incurred in improving SQ26.’

## CONSIDERATION

10. I note that both Counsels did not cover the law on applications for ‘Strike Out’ under O.15.Rule 19(1) of the Civil Procedure Act 1972.

11. In *Akibwib v Kepae* [2025] NRSC 33; Civil Case 03 of 2025 (18 July 2025), I said:  
*[12] ‘Order 15 rule 19(1)(a) of the Civil Procedure Rules 1972 relevantly provides:  
“(1) The Court in which any suit is pending may at any stage of the proceedings order to be struck out or amended any pleading or the indorsement of any writ of summons in the suit, or anything in any pleading or in the indorsement, on the ground that –  
  
(a) it discloses no reasonable cause of action or defence, as the case may be;  
  
(2) No evidence shall be admissible on an application under sub-paragraph (a) of the last preceding paragraph.”*

[13.] In *Jeremiah v Kam* [2021] NRSC 26; Civil Case 13 of 2020 (15 July 2021), Fatiaki CJ said:

*‘, although the court’s discretion to strike out under Order 15 r19(1)(a) is unfettered, the pre-emptive nature and finality of the court’s order is such that a cautious even benevolent approach should be adopted to ensure that the plaintiff is not summarily*

*denied the opportunity of having his “day in court” and having his claim determined after a trial (see : per Vaai J in Tom v Beneficiary of the Est of Ediribaini Tom [2019] NRSC 14 at para 11- referring to Halsbury’s Laws of England (4th ed) para 435.)*

*He added: The summary jurisdiction to strike out a claim as disclosing no reasonably arguable “cause of action” is one to be sparingly exercised in a plain and obvious case where it appears to the Court even after extensive argument, that the pleaded “cause of action” is so clearly untenable that it has no possible chance of success and is certain to fail. (see: per Eames CJ in Tamakin v Ronphos [2012] NRSC 9 at para 14.)*

[14.] In *Eongen v Deireragea* [2025] NRSC 28; Civil Case 12 of 2021 (4 July 2025), with reference to *General Steel Industries Inc v The Commissioner for Railways* (N.S.W I said-

*‘From the above cases, the test to be applied has been variously expressed as- “so obviously untenable that it cannot possibly succeed”; “manifestly groundless”; “so manifestly faulty that it does not admit of argument”; “discloses a case which the Court is satisfied cannot succeed”; “under no possibility can there be a good cause of action”; “be manifest that to allow them” (the pleadings); “to extend would involve useless expense”. (Emphasis added)*

12. For the present case, I pose a similar question that I asked in the *Akibwib v Kepae* above- *Has the Defendant shown after ‘extensive argument, that the pleaded “cause of action” is so clearly untenable that it has no possible chance of success and is certain to fail?*

13. In the Plaintiff’s statement of claim, she states that she had made renovations to SQ26. This included-

- a. The removal of the rotten timber flooring and replaced it with concrete floor both in the lounge area and the bedroom.
- b. The removal of asbestos roofing sheets and replaced them with iron (zinc-alum) sheeting.
- c. Replacing the damaged window and door jams with new ones. They were fabricated but they were not installed.

14. On the construction of the new building annexed to SQ26, the Plaintiff claims:

- a. The new construction of 3 bedrooms, a toilet, a shower and a kitchen area of approximately 17m x 6m.
- b. Completion of the roofing, external and internal wall.
- c. A new cesspit and wastewater pit

15. The plaintiff claims a total of \$51,754. If the court determines that the annexure is not part of SQ26, then the claim is reduced to \$14,283.
16. The plaintiff highlights the remarks by Justice Va'ai in the initial claim of the present defendant against the present plaintiff in civil action No. 2/2018 where he said-  
*'It is accepted however that during the seventeen years of occupation, the defendant has expended monies on renovations which will now enable the plaintiff to move into SQ26. It will be a benefit to the plaintiffs.'*
17. In this application, the defendant is arguing that the plaintiff did not get the consent of the co-landowners to do the renovations and to construct the 'apartment' adjacent to SQ26 in the first place.
18. At paragraph [9] of her statement of defence, the defendant 'further deny improvements made to SQ26 and also deny the costs of the construction annexed to SQ26. In the same paragraph, the defendant states- 'The defendant knowingly made improvements and new construction defying the landowners consent..'
19. The defendant clearly denies and then admits that there were improvements made to SQ26 and a newly constructed building adjacent to SQ26.
20. From the above, it is apparent that the plaintiff 's claim is not 'so clearly untenable that it has no possible chance of success and is certain to fail.

## CONCLUSION

21. The application by the defendant to strike out the plaintiff's claim is dismissed.
22. Costs are in the cause.
23. The matter is referred to the Registrar for the listing of this case before his Honour, Chief Justice J. Udit.

DATED this 20<sup>th</sup> day of February 2026

  
Kiniviliame T. Keteda  
Judge

