

IN THE SUPREME COURT OF
THE REPUBLIC OF VANUATU
(Civil Jurisdiction)

Civil
Case No. 21/3558 SC/CIVL

BETWEEN: **Nasser Asasi**
Claimant

AND: **Vila Del Mar represented by Alexander
Dariush Far**
Defendant

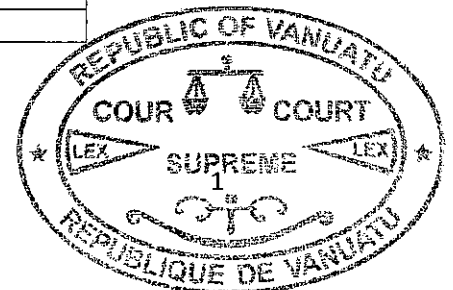
Date of Trial: 26 November 2024
Before: Justice V.M. Trief
In Attendance: Claimant – in person
Defendant – in person, dariushfar@gmail.com
Date of Decision: 28 July 2025

JUDGMENT

A. Introduction

1. This matter proceeded to trial on the Counter Claim by the Defendant Vila Del Mar represented by Alexander Dariush Far, which was filed on 5 December 2022. The Defendant alleged that the Claimant Nasser Asasi received cash and collected funds from the sale of the Defendant's properties and failed to transfer the funds to the Defendant:

No.	Description	Amount
1.	Sales of floor covering	VT938,000
2.	Sales of spare parts	VT491,000
3.	Sales on the defendant's quad	VT245,000
4.	Sale of kitchen set	VT350,000
5.	Sale of floor tiles	VT218,000
6.	Rent collected on behalf of the defendant	VT250,000
7.	Sales of furniture	VT125,000
8.	Vague agreement with Manono Motors	VT1,000,000
9.	Negligence – Foton bus causing engine burn out	VT1,000,000
10.	Driving – brand new Ford Ranger/damages	VT280,000



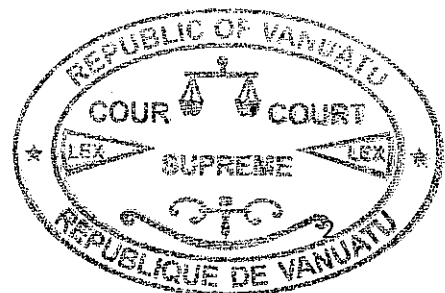
2. The Defendant is seeking judgment of VT5,897,000, damages due to loss of income from rental properties and buses, interest and costs.
3. Mr Asasi alleged in the Defence to the Counter Claim, filed on 14 December 2023, that the figures claimed are inflated and/or that the items claimed are made up or non-existent.
4. On 2 February 2024, Mr Far filed a Reply to Defence to the Counter Claim alleging that Mr Asasi had not filed any evidence to prove his case, and that the Defence to Counter Claim was filed outside the period ordered by the Court therefore should be dismissed. These were legal submissions and not a statement of the case for the Defendant. Accordingly, I have no further regard to this Reply.
5. The issues arising are whether or not Mr Asasi received cash and collected funds from the sale of the Defendant's properties [**Issue 1**] and if so, whether Mr Asasi failed to transfer the funds to the Defendant? [**Issue 2**] If so, what relief is the Defendant entitled to? [**Issue 3**]

B. Evidence

6. The Defendant bore the burden of proof to prove its Counter Claim on the balance of probabilities. That is, that the matters alleged in the Counter Claim are more likely than not to have occurred.
7. At trial, Mr Far relied on his Sworn statement filed on 14 October 2024. He was cross-examined.
8. Mr Asasi relied on his Sworn statement filed on 26 July 2024. He was cross-examined.

C. Issue 1: Whether or not Mr Asasi received cash and collected funds from the sale of the Defendant's properties?

9. Mr Far deposed that he met Mr Asasi on 8 October 2019 through a mutual friend named Franko. Mr Far employed Mr Asasi to transport construction workers and materials to and from Mr Far's property at Devils Point Road, Mele. He also told Mr Asasi that he could use a bus that Mr Far had recently imported. On 14 October 2019, Mr Far left Vanuatu for Australia, placing Mr Asasi in charge of the bus and the day-to-day operations at the site. Mr Far did not return to Vanuatu until 3 July 2022. In the meantime, relations deteriorated between Franko and Mr Asasi, and numerous Defendant's properties were removed allegedly by Mr Asasi and/or Franko.



10. Under cross-examination, Mr Far stated that both Franko and Mr Asasi dealt with various Defendant's properties.
 11. Under cross-examination, Mr Asasi maintained his case in defence that he did not remove any of the Defendant's properties without authorisation.
 12. My assessment of Mr Far's evidence is that although he repeatedly alleged that Mr Asasi or Franko, or both, sold or otherwise removed the Defendant's properties without authorisation, Mr Far was not eye witness to any of these alleged incidents as he was in Australia. Nor is there any evidence by an independent witness as to whether Mr Asasi or Franko, or both, removed the properties as alleged. Mr Far attached numerous emails and a list of the Defendant's property but he cannot prove by this documentary evidence either that Mr Asasi or Franko, or both, removed the Defendant's properties.
 13. For the foregoing reasons, I find that the Defendant has failed to prove on the balance of probabilities that Mr Asasi received cash and collected funds from the sale of the Defendant's properties as alleged in the Counter Claim.
- D. Issue 2: If so, whether Mr Asasi failed to transfer the funds to the Defendant?
14. Given the answer to Issue 1, I need not consider Issue 2.
- E. Issue 3: If so, what relief is the Defendant entitled to?
15. Given the answers to the previous 2 issues, the Defendant is not entitled to any relief.
- F. Result and Decision
16. The Defendant has failed to prove the Counter Claim on the balance of probabilities. Accordingly, the Counter Claim is **dismissed**.
 17. Costs are to lie where they fall.

DATED at Port Vila this 28th day of July, 2025
BY THE COURT


Justice Viran Molisa Trief

