

IN THE HIGH COURT OF FIJI
AT LAUTOKA
CIVIL JURISDICTION

CIVIL ACTION No. HBC 70 of 2015

BETWEEN : PUNGANTHI aka PUNANGAWNTHI MANIKAM of Nanuku, Rakiraki, and DINESH NARAYAN, of Australia, both in their personal capacities as executors and trustees of the Estate of Manikam and as beneficiaries in the Estate of Lachmaiya aka Latchmaiya and ultimate beneficiaries in the Estate of Manikam, deceased, testate, and of SAT NARAYAN, as beneficiary in the Estate of Lachmaiya aka Latchmaiya and as ultimate beneficiary in the Estate of Manikam.

PLAINTIFFS

AND : DHAN LACHMI aka DHAN LATCHMI of Nanuku Settlement, Rakiraki, Ra, Fiji, Domestic Duties, as the sole Executrix and Trustee in the Estate of SATYA NARAIN aka SATYA NARAYAN, late of Nanuku Settlement, Rakiraki, Ra, Fiji AND AS THE PERSONAL REPRESENTATIVE of Sat Narayan aka Satya Narayan aka Satya Narain as the sole executor and the trustee of the ESTATE OF LACHMAIYA AKA LATCHMAIYA, late of Nanuku, Rakiraki.

1ST DEFENDANT

AND : REGISTRAR OF TITLES of Titles Office, Civil Towers, Suva, Fiji.

2ND DEFENDANT

AND : ATTORNEY GENERAL OF FIJI of Attorney General's Chambers, Suvavou House, Suva, Fiji.

3RD DEFENDANT

Appearances : Mr S Krishna with Mr N. Kumar for the plaintiffs
: No appearance for the first defendant
: Mr J. Mainavolau for the second and third defendants

Date of Hearing : 05 February 2018

Date of Submissions: 27 February 2018 (the plaintiffs)

Date of Judgment : 16 April 2018

J U D G M E N T

Introduction

[01] The plaintiffs, Ms Punganthi and Dinesh Narayan filed a lawsuit in the High Court against the first defendant, Dhan Lachmi alleging two claims: breach of fiduciary duty and fraud on the part of first defendant. The plaintiffs seek relief as follows:

1. *Permanent Injunction restraining the first defendant from dealing with, transferring, selling, alienating or otherwise disposing of Certificate of Title No. 41920.*
2. *Declaration that the plaintiffs are entitled to Lot 1 on Certificate of Title No. 20895 now being Certificate of Title No. 41920 by virtue of being beneficiaries in the estate of Manikam.*
3. *Order directing the first defendant to deposit the Duplicate Certificate of Title No. 41920 with the Deputy Registrar of the High Court at Lautoka.*
4. *Order cancelling and rescinding Transfer No. 808124 to the first defendant on Certificate of Title No. 41920.*
5. *Order directing that all the plaintiffs to be registered in Certificate of Title No. 41920.*
6. *General Damages.*
7. *Punitive and Exemplary damages.*
8. *Special damages to be quantified at the trial of this matter.*
9. *Interest on any monetary award.*

10. *Costs on a solicitor and client full and complete indemnity basis.*

- [02] The claim is founded on the breach of the trustee's duty by the first defendant. It is alleged that the first defendant as the trustee failed to transfer the property, Lot 1 on DP 6448, containing 2 rods 3 perches being residential site together with the dwelling house and improvement thereon (*the property*) to the plaintiff in accordance with the last Will of late Mr Lachmaiya, which was executed on 10 June 1999; and that the first defendant by deceit, malice, dishonesty and/or through fraud and in breach of his trusteeship partially transferred the property under his name.
- [03] The first defendant filed an amended statement of defence, which was struck off by the Master on 21 July 2017 for failing to meet an unless order made by the court in respect of affidavit verifying the list of witnesses and documents.
- [04] The matter came on before me for hearing on 5 February 2018. At the hearing, the plaintiff called three witnesses namely: 1. Ms Punganthi, the plaintiff (PW1), 2. Mr Dinesh Narayan, second named plaintiff (PW2) and 3. Mr Ashok Naidu (PW3) and produced 16 documents marked '*PEx-1 to PEx-16*'. I have had the benefit of the written submissions filed by the plaintiff.
- [05] The first defendant did not call any witnesses to give evidence on their behalf.
- [06] The second defendant, Registrar of Titles and the third defendant, Attorney General of Fiji had been made parties to this action as nominal defendants. No specific relief has been sought against them. Therefore, I do not intend to make any order against the nominal defendants.

Background Facts

- [07] Ms Punganthi, first named plaintiff is the wife of Mr Manikam. Mr Dinesh Narayan, second named plaintiff and Mr Sat Narayan, are the sons of Mr Manikam. Mr Manikam died testate on 18 June 1997, leaving behind a Will executed on 25 July 1990.

- [08] The plaintiffs are the beneficiaries in the Estate of the late Mr Manikam (the deceased). The deceased bequeathed all his real and personal property and ready cash unto his wife (Punganthi) for her life or for as long as she does not stay with another man whichever is earlier and bequeathed the residue unto his two sons (Sat Narayan and Dinesh Narayan) in equal shares absolutely. A probate was obtained on 10 September 1997, in the Estate of Manikam.
- [09] Mr Sat Narayan who died testate on 15 February 2001, leaving a Will executed on 16 June 1999. Ms Dhan Latchmi, the first defendant is the Sole Executor and Trustee of the Estate of Lachmaiya. A probate was obtained accordingly. Lachmaiya's last Will was challenged and on 17 September 2010, Fiji Court of Appeal under Civil Appeal No. ABU 00100 of 2009 from Civil Action No. HBC 296 of 2003 held that the Will of 16 June 1999 was valid and the probate obtained thereunder was also valid. Late Mr Lachmaiya bequeathed among other things as follows: *'Lot 1 containing 2 roods 3 perches being residential site together with the dwelling house and improvement thereon as presently occupied by Estate of Manikam to the beneficiaries of the estate of Manikam absolutely.'* Mr Lachmaiya's Will also carries a conditional clause, i.e. Clause 7 of the Will states: *in the event of any beneficiaries desires to sell his share the first such offer is to be made to other beneficiary but shall not sell the same to any person other than the beneficiary. If any beneficiary decides to migrate or leave the place he or she shall leave the share and go.*
- [10] The plaintiffs allege that Mr Sat Narayan as the sole trustee and executor fraudulently transferred Lot 1 unto him without allocating it to the plaintiffs. Mr Sat Narayan claims that he had done so as the plaintiffs had migrated or left the place. He relies on clause 7 of the Will.

[11] The plaintiffs among other thing seek to cancel and rescind the transfer of Lot 1 to Sat Narayan with a declaration that they are entitled to Lot1 on Certificate of Title No. 20895 (now being Certificate of Title No.41920 by virtue of being beneficiaries in the Estate of Lachmaiya and ultimate beneficiaries in the Estate of Manikam). The plaintiffs also seek a permanent injunction restraining the first defendant from dealing with, transferring, selling, alienating or otherwise disposing of Certificate of Title No.41920.

The Law

[12] Section 41 of the Land Transfer Act (“LTA”) is relevant to these proceedings. That section states:

“Instrument etc void for fraud

Any instrument of title or entry, alteration, removal or cancellation in the register procured or made by fraud shall be void as against any person defrauded or sought to be defrauded thereby and no party or privy to the fraud shall take any benefit therefrom”

The Evidence

[13] PW1 and PW2 gave affidavit evidence in support the plaintiffs’ claim. They both confirmed, under oaths, as true each and every statement deposed in their affidavits sworn on 2 February 2018.

[14] PW1 testified that:

- a) The second named plaintiff (Dinesh Narayan) and third named plaintiff (Sat Narayan) are my sons from my marriage to Mr Manikam.
- b) Mr Manikam and I got married in 1965 and since then I have been residing in Nanuku, Rakiraki.
- c) The first defendant, Sat Narayan is my brother-in-law, he is my husband’s (Manikam) brother.
- d) My husband died testate on 18 June 1997 leaving a valid Will executed on 25 July 1990 (“PM 1”).
- e) The second named plaintiff, third named plaintiff and I are the beneficiaries of the Estate of Manikam. A Probate No. 34500 with the Last Will and Testament of

Manikam annexed was proved and was granted on 10 September 1997 in the Estate of Manikam by the High Court at Suva, Probate Jurisdiction (“PM 2”).

- f) The first defendant, Dhan Latchmi is the Sole Executrix and Trustee in the Estate of Sat Narayan by virtue of Probate No. 57783 and his personal representative as his wife and beneficiary of the estate of Sat Narayan.
- g) Mr Sat Narayan and my husband Mr Manikam were brothers and both were sons of the late Mr Lachmaiya.
- h) Late Mr Lachmaiya was the registered proprietor of freehold land in Certificate of Title No. 20895 legally, a land known as “Vunitogoloa and Nanuku (part of) containing 12 acres 2 roods and 11 perches and situated at Rakiraki and being Lot 5 on deposited plan No. 4360, where I was living with my husband after our marriage and both my sons (the second named plaintiff and third named plaintiff) were born there (“PM3”).
- i) The late Mr Lachmaiya died testate on 15 February 2001 leaving a valid Will executed and dated on 16 June 1999 (“PM 4”).
- j) Mr Sat Narayan was the Sole Executor and Trustee of the Estate of Lachmaiya. A Probable No. 48510 with the Last Will & Testament of Lachmaiya annexed was proved and was granted in the Estate of Lachmaiya by the High Court Suva, Probate Jurisdiction (“PM 5”).
- k) The Fiji Court of Appeal under Civil Appeal No. ABU 0010 of 2009 from Civil Action No. HBC 296 of 2003 by Dharma Wati (Appellant – v- Sat Narayan (first respondent) and Ashok Naidu (second respondent) ordered on 17 September 2010: *that the Will of 16th of June, 1999 was valid and the Probate there under was also valid* (“PM 6”).
- l) The Certificate of Title No. 20895 is a real property (part) of the Estate of Lachmaiya.
- m) The Probate No: 48510 with the Last Will and Testament of Lachmaiya annexed, Sat Narayan as Sole Executor and Trustee was required to ensure that the portion of the trust property is vested and transferred to the Estate of Manikam. Lachmaiya’s Will states: *Lot 1 containing 2 roods 3 perches being residential site together with the dwelling house and improvement thereon as presently occupied by estate of Manikam to the beneficiaries of the estate of Manikam absolutely.*
- n) Sat Narayan pursuant to Probate No. 48510 transferred by way of “Transmission by Death” the Certificate of title No. 20895 unto his name as Executor and Trustee of the Estate of Lachmaiya. Sat Narayan was required to sub-divide Certificate of Title No. 20895 and transfer Lot 1 comprising of 2201m² as already done via a scheme plan by Lachmaiya and as set out in the last Will and

Testament of Lachmaiya to the plaintiffs (A copy of the Scheme Plan is exhibited hereto and marked "PM 7").

- o) In breach of his duties as Trustee, Sat Narayan sub-divided Certificate of Title No. 20895, wherein after the necessary sub division and lodgements of application(s), Lot 1 comprising of 2201m² (via a scheme plan by Lachmaiya and as set-out in the last Will and Testament of Lachmaiya) was issued a Certificate of Title No. 41920 ("PM8").
- p) The late Lachmaiya carried out an unregistered Scheme plan, in which his intention was clear.
- q) Sat Narayan or after his death, the first defendant has failed to transfer Lot 1 (now Certificate of Title No. 41920) after subdivision of Certificate of Title No. 20895 to the Estate of Manikam or me or any of the other plaintiffs who are the beneficiaries in the Estate of Lachmaiya and therefore ultimate beneficiaries in the Estate of Manikam and instead without colour or right transferred Lot 1 (now Certificate of Title No. 41920). He fraudulently transferred the same unto himself.
- r) Sat Narayan or after his death, the first defendant knew that his late brother or brother in law of the first defendant, Mr Manikam had two children, Dinesh & Sat Narayan who are the beneficiaries in Estate of Manikam and are ultimate beneficiaries in the Estate of Lachmaiya.
- s) Sat Narayan or after his death, the first defendant knew, as Trustee of the Estate of Lachmaiya, they were required to transfer Lot 1 (now Certificate of Title No. 41920) derived from subdivision of Certificate of Title No. 20895 to the Estate of his late brother (Manikam) to my two sons and me as beneficiaries.
- t) They knowingly and intentionally defeated our legitimate interests by having Lot 1 (now Certificate of Title No. 41920) sub-divided from the Certificate of Title No. 20895 and transferring to himself absolutely by Transfer No. 808124.
- u) We had trusted Sat Narayan as he was a close family member. He always told us he would transfer the property to us.
- v) We become aware that Sat Narayan was attempting to sub-divide Certificate of Title No. 20895 and after sub-division and upon issuance of Certificate of 41920 which was Lot 1 of the Plans to himself conducted a search at the Registrar of Titles which showed that the Registrar of Titles had not yet endorsed and signed off on the Transfer No. 808124 in favour of the first defendant absolutely.
- w) Despite the above particularized steps taken including the lodging of caveat by myself, Dinesh and Sat Narayan, upon conducting a further search at the Registrar of Titles, found out that the Registrar of Titles has endorsed the Transfer by the Sat Narayan Lot 1 (now Certificate of Title No.: 41920) sub-divided from the Certificate of Title No. 20895 to the first Defendant absolutely.

- x) We are entitled to a legitimate expectation of ownership of Lot 1 on Certificate of Title No.: 20895 now being Certificate of Title of No. 41920, this has been defeated by Sat Narayan or the first defendant.
- y) We have been deprived of our rightful use occupation and possession of Lot 1 on Certificate of Title No.: 20895 now being Certificate of Title No. 41920.
- z) Sat Narayan has become registered as the sole proprietor of Certificate of Title No. 41920.
- aa) I am a Fiji Citizen and hold Fiji Passport, I have not left Fiji or migrated to Australia (A copy of my passport is exhibited herein and marked "PM 9").
- bb) I have been living on and in the occupation of a substantial residential dwelling built by my late husband Manikam on Certificate of Title No. 41920 for the past 50 years. I now travel to Australia for medical purposes and visit my grandchildren (A copy of my medical reports from 2003 till present is exhibited herein marked "PM 10" and copy of my travel details/travelling dates is exhibited herein marked "PM 11").
- cc) While I travel to Australia for a medical check-up, I have my caretaker Mr Jasbindar Singh on the property that I pay for and he looks after the house while I am away in Australia.
- dd) I am registered with Fiji Revenue & Customs Authority; my tax identification number is 13-64234-0-9.
- ee) We have always carried out maintenance of the subject dwelling which is on the subject property (two invoices for maintenance items- 'PM 12').
- ff) Mr Jasbindar Singh is our Tenant as well as Caretaker as he looks after me and the property by cutting the grass, cleaning rubbish and so forth. He also cultivates the land; the photograph shows the area of land cultivated ('PM 13' are copies of our house built by my husband where I stay and live. My children also have a residence in Fiji as well. There is also a photo of the area being cultivated in our area on the subject lot which is Certificate of Title Number 41920).
- gg) I have not left my land. My children have not left the land and we cultivate the land for commercial purposes. It is not on a large scale but is mine and my children's source of income in Fiji. My children have not left the land but travel back and forth, they reside in both places.
- hh) On many occasions, we had continually discussed with Mr Sat Narayan (first defendant) in regards to transfer of Lot 1 as per the Will of Lachmaiya. Every time Mr Sat Narayan would advise us that he is in the process of transferring the property to the estate of Manikam since 2010 when Suva High Court had declared that the Last Will of Lachmaiya was executed on 16 June 1999 is the last Will in which we are beneficiaries.

- ii) We met with Mr Sat Narayan (first Defendant) on 8 July 2011, 19 July 2011, 18 August 2014, 20 August 2014 and 22 March 2015 to discuss the transferring of the property as per the Will of Lachmaiya.
- jj) Sat Narayan always said he was transferring the property and on two or three occasions had put two conditions: removing the caretaker and secondly paying him some money.
- kk) We did not agree with Mr Sat Narayan's condition and advised him that there was no such condition in the Will of Lachmaiya; he still declined to transfer the property to our name.
- ll) Although the caveat was lodged, the first defendant transferred the property into his own name contrary to the Will of Lachmaiya.
- mm) We have been incurring legal expenses to protect our rights.
- nn) I pay all the utilities such as electricity and water, as it is under the Estate of Manikam, for the subject property (Copies of the bill since 2008- 'PM 14').

[15] PW1 was not cross-examined.

[16] PW2 in evidence states that:

- a) I am the second named plaintiff in this action.
- b) My mother has been living on and in the occupation of a substantial residential dwelling built by my late father, Manikam on Certificate of Title No. 41920 for the past 50 years. She now travels back and forth to Australia for medical check-ups. We have our caretaker Mr Jasbindar Singh on the property that I pay for.
- c) Although she travels back and forth to Australia, she is domiciled in Fiji as she only travels to Australia for medical check-ups. She holds a Fiji Passport.
- d) I travel back and forth regularly to live on the property while in Fiji and attend to the land (Travel history- "DN 1").
- e) I also hold a Fiji Passport ("DN2").
- f) I have spent substantial amount of monies to the amount of \$50,000.00 over the years maintaining my father's dwelling on the property, toiling the land and general upkeep and maintenance of the property.
- g) I had continually discussed with Mr Sat Narayan (first Defendant) in regards to transfer of Lot 1 as per the will of Lachmaiya since 2010 when Suva High Court had declared that the Last Will of Lachmaiya which was executed on 16 June 1999 is the valid last will in which we are beneficiaries. Every time Mr Sat Narayan would advise us that he is in the process of transferring the property to the estate of Manikam.

- h) In all my conversation over the years with my uncle, Sat Narayan, he was fully aware and that he always said and maintained that he was to attend to subdivision and transfer Certificate of Title No. 41920 to us. Sat Narayan showed me the Will of Lachmaiya on numerous occasions and said 'not to worry' or 'that is your house' or 'my brother', your father is entitled to the land you guys stay in'.
- i) Either I or my son Dinesh or Sat Narayan met with Mr Sat Narayan (first defendant) on 8 July 2011, 19 July 2011, 18 August 2014, 20 August 2014 and 22 March 2015 had met with him about the transferring of the property as per the Will of Lachmaiya.
- j) Sat Narayan had put two conditions on us which were removing Mr Jasbindar Singh who was looking after the farm and secondly paying him (first defendant) some money.
- k) We did not agree with Mr Sat Narayan's condition and advised him that there was no such condition in the Will of Lachmaiya. He still declined to transfer the property to our name and after few months we heard that he was trying to transfer our share of the property to his name after which I had lodged a caveat through my solicitor.
- l) Although the caveat was lodged, the first defendant transferred the property into his own name contrary to the Will of Lachmaiya.
- m) We are incurring legal expenses to protect our rights.

[17] PW 2 was not cross-examined either.

[18] PW3 testified that: he has been staying in Nanuku, Rakiraki since his birth. He is one of the beneficiaries of the estate of Lachmaiya. Dhan Latchmi is his father's younger brother's wife. My auntie Punganthi, Dinesh Narayan and Sat Narayan were staying at the property. It was my father's eldest brother's (Manikam's) piece of land. Punganthi never left the property. She goes to Australia for medical treatment and when she returns she lives on the property. The property was not transferred to us according to Lachmaiya's Will.

[19] PW3's evidence remains unchallenged as well.

[20] The defendant did not give evidence nor did he call any witnesses at the trial.

Discussion

[21] The plaintiffs' claim arises out of a last Will of Lachmaiya (Lachmaiya Will (PM5)). The validity of the Lachmaiya Will was challenged and the Fiji Court of Appeal under No. ABU 0010 of 2009 confirmed that it is a valid Will.

[22] The validity of the Lachmaiya Will was not put in dispute in these proceedings.

[23] The late Mr Sat Narayan was the executor and trustee of the Lachmaiya Will. Sat Narayan had died. His wife, Dhan Latchmi (the defendant) is the sole executor and trustee of the Estate of Sat Narayan.

[24] Para 3 (i) (a) of Lachmaiya Will bequeaths as follows:

"(a) Lot 1 containing 2 roods and 3 perches being residential site together with the dwelling house and improvements thereon as presently occupied by Estate of Manikam to the beneficiaries of the estate of Manikam absolutely." [Emphasis provided]

[25] By clause 3 of his Will, Lachmaiya had bequeathed Lot 1 (*the property*) to the beneficiaries of the Estate of Manikam absolutely. The plaintiffs are the beneficiaries of the estate of Manikam.

[26] The late Mr Sat Narayan as the executor and trustee of the Estate of Lachmaiya was under a duty to transfer of the property to the plaintiffs, the ultimate beneficiaries of the Estate of Manikam.

[27] Mr Sat Narayan as executor and trustee of Lachmaiya Will was under fiduciary duty towards the plaintiffs, the beneficiaries of the Lachmaiya Will. The evidence shows that Mr late Sat Narayan had failed to act in good faith. He had transferred the property into his name, instead of transferring it to the beneficiaries (the plaintiff) in accordance with the Lachmaiya Will.

[28] In *Britol West Building's Society v Mathew* (1998) Chancery Div. P.1 (a case cited by the Supreme Court in *Singh v Singh* [2018] FJSC 48; CBV 006. 2015 (23 June 2011)), the Court applied the following tests in determining any breach of fiduciary duty:-

(i) Failure to act in good faith

(ii) Acts, omissions or concealment which may be deemed to constructive fraud.

[29] I, applying the same tests the Supreme Court of Fiji adopted in Singh's case (above), find that the late Mr Sat Narayan had committed a constructive fraud by transferring the property into his name instead of transferring the same to the plaintiffs, the beneficiaries who were entitled to under the Lachmaiya Will.

[30] There is evidence before the Court that the plaintiffs are still in occupation and possession of the property through their caretaker. Further, the plaintiffs are paying the utility bills such as water and electricity. The first plaintiff is in and out of the property. She frequently goes to Australia for medical check-ups and visiting her son there. She produced a medical report and her Fijian passport with travel history in order to prove that she is Fijian and not migrated leaving the property which she was entitled to by virtue of the Lachmaiya Will.

[31] The first plaintiff is one of the ultimate beneficiaries in the Estate of Manikam. Manikam in his Will states:

"I GIVE DEVISE AND BEQUEATH all my real and personal property of whatsoever kind and wheresoever situate including any property over which I may have a disposing power and ready cash unto my wife namely PUNGANTHI daughter of Latchman Mudliar for her life or for as long as she does not stay with another man whichever is earlier, I GIVE DEVISE AND BEQUEATH the residue unto my two sons namely SAT NARAYAN and DINESH NARAYAN in equal shares absolutely.

[32] This condition 'for her life or for as long as she does not stay with another man whichever earlier' is only relevant to the Manikam Will. There is no such condition in the Lachmaiya Will. The condition in the Manikam Will is not applicable to the Lachmaiya Will. The Lachmaiya Will simply says that Lot 1 (the residential site) had to be given to the beneficiaries of the estate of Manikam absolutely.

[33] PW3 testified that the first named plaintiff had always lived in the property and not left it.

[34] The evidence adduced on behalf of the plaintiffs shows that the plaintiffs had at all the times had been requesting the first defendant (Mr Sat Narayan) to transfer

the property to the estate of Manikam and that the first defendant had been saying that he was in the process of transferring the property but never did.

[35] I am, on the balance of probability which is the civil standard of proof, satisfied that the first named plaintiff had never left or renounced her interest in the property which she was entitled to under Lachmaiya Will.

[36] Further, on the evidence that was put before the Court and having been satisfied with the evidence on the balance of probability, I have come to a conclusion that the plaintiffs had proved their claims that the first defendant had breached the fiduciary duties and; that with their constructive fraud and dishonest had transferred the property (Lot 1) to his own name causing loss and damages to the plaintiffs or the estate of Manikam.

[37] Section 41 of the Land Transfer Act states: Any instrument of title or entry, alteration, removal or cancellation in the register procured or made by fraud shall be void as against any person defrauded or sought to be defrauded thereby and no party or privy to the fraud shall take any benefit therefrom"

[38] The transfer No 808124 to the first defendant on Certificate of Title No.41920 is tainted with fraud. Therefore, it must be declared to be void pursuant to section 41 of the LTA. So I do. Accordingly, I order that the transfer No.808124 to the first defendant on Certificate of Title No. 41920 be cancelled and rescinded.

[39] The plaintiffs seek a permanent injunction restraining the first defendant from dealing with, transferring, selling, alienating or otherwise disposing of Certificate of Title No.41920. They are entitled to such a relief since I have declared that the transfer on Certificate of Title No. 41920 is void.

[40] The plaintiffs did not give sufficient evidence on the issue of damages. I consider that the plaintiffs had abandoned their claim of damages.

Conclusion

[41] For the foregoing reasons, I give judgment in favour of the plaintiffs. The plaintiffs are entitled to the relief they are seeking.

Final Outcome

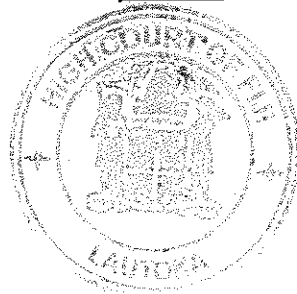
1. There will be a permanent injunction restraining the first defendant from dealing with, transferring, selling, alienating or otherwise disposing of Certificate of Title No. 41920.
2. There will be a declaration that the plaintiffs are entitled to Lot 1 on Certificate No. 20895 now being Certificate of Title No. 41920 by virtue of being beneficiaries in the Estate of Lachmaiya and as ultimate beneficiaries in the Estate of Manikam.
3. The first defendant must deposit the duplicate Certificate of Title No. 41920 with the Deputy Registrar of the High Court at Lautoka.
4. The transfer No. 808124 to first defendant on Certificate of Title No. 41920 be cancelled and rescinded.
5. The plaintiff will be entitled to summarily assessed costs of \$3000.00.

M.H. Mohamed Ajmeer

16/4/18

M.H. Mohamed Ajmeer

JUDGE



At Lautoka

16 April 2018

Solicitors:

For the plaintiffs: M/s Krishna & Co, Barristers & Solicitors

For the first defendant: M/s Qarcia Barristers & Solicitors

For the second and third defendants: Office of the Attorney General