

**IN THE HIGH COURT OF FIJI AT SUVA**  
**CIVIL JURISDICTION**

**CIVIL ACTION No. HBC 113 of 2011**

**BETWEEN**

**RESHMI LATA LAL t/a ALL WAYS INVESTMENT** of No. 18  
Vunivivi Hill, Nausori Town, Nausori having its registered office at  
Nausori in the Republic of Fiji.

**PLAINTIFF**

**AND**

**ABDUL AFIZ MOTORS LIMITED** a limited liability company  
having its registered office at Suit 20, First Floor, Nadi Town Council,  
Nadi in the republic of Fiji.

**DEFENDANT**

Counsel : Plaintiff appeared in person  
Mr A. J. Singh for the defendant  
Ms M. Rakai represented the solicitors

Date of Ruling : 14<sup>th</sup> September, 2017

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# RULING

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*(On the summons to withdraw as solicitors)*

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[1] Sherani & Co., the solicitors of the plaintiff in this matter filed summons on 17<sup>th</sup> August, 2017 to withdraw as solicitors pursuant to Order 67 rule 6 of the High Court Rules 1988.

[2] Order 67 rule 6(1) provides thus;

Where a barrister and solicitor who has acted for a party in a cause or matter has ceased so to act and the party has not given notice of change in accordance with rule 1, or notice of intention to act in person in accordance with rule 4, the barrister and solicitor may apply to the Court for an order declaring that the barrister and solicitor has ceased to be the barrister and solicitor acting for the party in the cause or matter, and the Court may make an order accordingly, but unless and until the barrister and solicitor-

- (a) serves on every party to the cause or matter (not being a party in default as to acknowledgment of service) a copy of the order, and
- (b) procures the order to be entered in the Registry, and
- (c) leaves at that office a copy of the order and a certificate signed by him that the order has been duly served as aforesaid,

he shall, subject to the foregoing provisions of this Order, be considered the barrister and solicitor of the party until the final conclusion of the cause or matter.

[3] The solicitors served the summons on the plaintiff who appeared in court and opposed the summons.

[4] The reason to withdraw as solicitors, according to the affidavit in support, is the failure on the part of the plaintiff to pay solicitor's fees. As per the invoice dated 20<sup>th</sup> May, 2016 the amount due as at that date was \$14,173.40. On 20<sup>th</sup> April, 2017 the solicitors served a demand notice stating that if the plaintiff does not pay \$14,085.90 within 21 days they would take legal action against her.

- [5] The plaintiff has made certain payments but the fact that she did not pay the entire sum due to the solicitors is not disputed. The Solicitors have tendered annexed to their affidavit in support certain e-mails sent by the plaintiff stating that the payments were delayed due to financial difficulties.
- [6] In paragraph 22 of the affidavit in reply of the plaintiff it is stated that she requests the solicitors to do a payment agreement for the amount of 49,173.40 and that she undertakes to make part payments until the entire sum is settled in full. This is a matter for the parties with which the court cannot interfere.
- [7] I do not see any reason why the court should not grant leave for the solicitors to withdraw as solicitors. None of the parties will be benefitted unless the relationship between the solicitor and the client is cordial and in the best of understanding. When the relationship becomes hostile it is in the best interest for the solicitor to withdraw as solicitor and the client to seek assistance of another solicitor if he or she so wishes.
- [8] For the reasons aforementioned I make the following orders

ORDERS

1. The application to withdraw as solicitors is allowed.
2. There will be no order for costs of this application.



  
Lyone Seneviratne

JUDGE

14<sup>th</sup> September, 2017.