

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

Misc Action No. 156 of 2024

IN THE MATTER of an application
under Section 44 (1) of the 2013
Constitution of the Republic of Fiji.

BETWEEN: **LAWRENCE SINGH** of 69 Gladstone Road, Suva, Radio Manager,
Programmer, Presenter and Producer.

Plaintiff

AND: **RAVIN CHANDRA** of Olosara, Sigatoka, Chairman.

First Defendant

SHIVANI KAVITESHNI DEVI of 98 Milverton Road, Raiwaqa.
Domestic Duties.

Second Defendant

FEIZAL HANIFF of Vesi Street, Flagstaff, Barrister & Solicitor.

Third Defendant

PACIFIC GREEN INDUSTRIES PTE LIMITED a publicly listed
commercial entity having its Fiji Head Office at Queens Road,
Malaqereqere, Sigatoka.

Fourth Defendant

Representation

Plaintiff: In Person.

Defendants: Mr. F. Haniff (Haniff Tuitoga).

Date of Hearing: 25th March 2025.

Ruling

A. Introduction

[1] The Defendants are seeking that the originating motion filed on 13th December 2024 be wholly struck out and the action be dismissed. They are relying on the ground that

the constitutional redress application discloses no reasonable cause of action; is scandalous, frivolous or vexatious; may prejudice, embarrass or delay the fair trial of their action; or is otherwise an abuse of the process of the court as there is alternative remedy available to the Plaintiff for breach of a tenancy agreement. That the application is in breach of Rule 3 (2) of the High Court (Constitutional Redress) Rules 2015, it having been filed 60 days after the date when the matter at issue first arose. In the alternative they also submit that it discloses no reasonable cause of action against the 2nd, 3rd and 4th Defendants. Reliance is placed on the affidavit of the Plaintiff filed with the application.

- [2] The Plaintiff filed an affidavit in opposition on 7th March 2025. The Plaintiff has filed a notice of originating motion seeking numerous declaratory orders for breaches of his constitutional rights by the Defendants.

B. The Submissions

- [3] Mr. Haniff's submission for the Defendants is that the constitutional redress application arises out of a contractual agreement and document. The tenancy agreement which is annexure marked as "LS 1" in the affidavit of the Plaintiff. There are alternate remedies available to the Plaintiff. He relied on **Nikolau Nawaikula v. The Attorney General of Fiji & FICAC** (HBM 148 of 2023) – Ruling by *Justice Bulamainavalu* of 18th July 2024 and **Josaia Tawake v. The Attorney General of Fiji** (HMB 38 of 2023) – Ruling of *Justice Mackie* of 18th October 2023.

- [4] According to Mr. Haniff, the Plaintiff is seeking 55 orders covering every aspect of the Bill of Rights. The application is not supported by adequate evidence. The complaint emanates from a tenancy agreement. It is not the first time that the right of re-entry has been exercised by the landlord. It is an abuse of process. The 2nd defendant is the caretaker. The 3rd defendant is being sued personally. Does not involve the law firm. The 3rd defendant was giving legal advice. The 4th defendant a company is joined in. The 1st defendant is the director of the 4th defendant. The 4th defendant has nothing to do with the tenancy agreement. The issue is breach of tenancy agreement.

- [5] The Plaintiff prepared written submissions and relied on it. He also made oral submissions. In brief his submission is that his case is founded on a breach of Section 39 of the 2013 Constitution which bars arbitrary evictions from one's home or residential property. He seeks that the court dismiss the strike out application and that the matter proceed to trial.

C. Determination

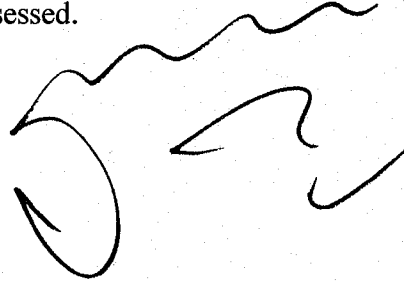
- [6] The Plaintiff's action arises from a tenancy agreement with Ravin Chandra (1st Defendant) entered on 9th May 2024 for a period of 2 years. After few months there

were some issues between the parties. On 9th September 2024 the Plaintiff sent viber messages (Annexure “LS 9” – in affidavit of Plaintiff) informing the Mr. Chandra of his intention of moving out of the flat. The Plaintiff wrote “*Mr. Ravin Chandra I would like to inform you that we will give you the rent on 14th of August, 2024 as we have already informed you in written. So we won’t move today. 8.39am*”. The other message was “*Mr. Ravin please return my bond money and I don’t want to live in your flat anymore. 9.31pm*”.

- [7] Mr. Chandra on 17th September 2024 emailed the Plaintiff (Annexure “LS 10”) stating “*...your lease agreement..... is approaching its end as per your advice. Please find attached a self-explanatory letter that outlines the next steps and any relevant details regarding the lease’s conclusion...*”. He then followed up with an email on 8th October 2024 (Annexure “LS 11”) giving notice to vacate where he reserved the right to re-enter. Mr. Chandra effected re-entry on 12th November 2024.
- [8] Section 44 (4) of the Constitution provides that “[t]he High Court may exercise its discretion not to grant relief in relation to an application or referral made under this section **if it considers that an adequate alternative remedy is available to the person concerned.**” (My emphasis)
- [9] The Plaintiff and Mr. Chandra had a tenancy agreement in place. It is a contract between them. The issues arising from the agreement between them are contractual issues. The issues could have been litigated. The remedies would relate to those issues. In this constitutional redress application the Plaintiff raises various contractual issues and is seeking constitutional remedies. The Plaintiff has available to him adequate alternative remedies. The Plaintiff has embarked on constitutional redress without exploring the alternative remedies available to him. This is an abuse of process.
- [10] I am of the view that an adequate alternative remedy is one that affords complete relief with reference to the particular matter in dispute and one which is appropriate in the given circumstances of the matter. In a contractual matter, the court considers putting the party harmed in the same economic position they would have been in had no breach occurred. It is a practical and efficient remedy.
- [11] The Fiji Court of Appeal in **Singh v Director of Public Prosecutions [2004] FJLawRp 67; [2004] FLR 297** (16 July 2004) noted that “*...the privy council has consistently laid down that where an adequate alternative remedy is available then constitutional redress will be refused. It has regarded an application for constitutional relief in these circumstances as an abuse of process and as being subversive of the rule of law which the Constitution is designed to uphold and protect.*”
- [12] For the reasons given I dismiss the Plaintiff’s application for constitutional redress. The Plaintiff is to pay the Defendants \$1500.00 as costs within 21 days. The costs have been summarily assessed.

D. Court Orders

- (a) Plaintiff's application for constitutional redress is dismissed.
- (b) The Plaintiff is to pay the Defendants \$1500.00 as costs within 21 days. The costs have been summarily assessed.



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Chaitanya S.C.A Lakshman
Puisne Judge

31st March 2025

