

IN THE HIGH COURT OF FIJI
AT SUVA
CIVIL JURISDICTION

Civil Action No. HBA 06 of 2021

BETWEEN: **PRIMETIME PROPERTIES LIMITED**, a limited liability company having its registered address at c/-NMC Partners, Level 2 Pepe's Building, Lots 11-17 Cumming Street, Suva.

APPELLANT
(ORIGINAL DEFENDANT)

AND: **ROBIN TAYLOR** of Lot 45 Nailuva Road, Raiwaqa, Suva, Academic Administrator.

RESPONDENT
(ORIGINAL PLAINTIFF)

BEFORE **:** **Hon. Justice Vishwa Datt Sharma**

COUNSEL: **Mr. O'Driscoll G.** for the Appellant

Ms. Naidu S with Ms Kumar S. for the Respondent

DATE OF JUDGMENT: 10th July, 2025

JUDGMENT

[Leasing Agreement and Damages]

Introduction

1. The Appellant[Original Defendant] Primetime Properties Limited filed this Appeal against the Decision of the Senior Resident Magistrate in respect of Magistrates Court Civil Action MBC No. 54 of 2016 delivered on 13th August 2020, whereby the Appellant was ordered to release the sum of \$20,000 deposit with post Judgment interest of 5% to the Respondent, Robin Taylor within 21 days from the date of this decision, the Appellant's Counter claim was dismissed and costs follows the events in both proceedings, costs was summarily assessed in the sum of \$2,000.
2. The Respondent [Original Plaintiff] opposed the Appeal and sought for the Dismissal of the Appeal.
3. Both parties to the proceedings filed their respective written submissions and orally argued the 16 Grounds of Appeal.

Appellant's Contention

4. The Appellant's position is that the Learned Resident Magistrate should only have based his Decision on the Commercial Lease Agreement signed by the Appellant and the Respondent.
5. There had been a two (2) year lease at first, extended by a further 3 years lease and thereafter for approximately 06 months the Respondent continued as a month to month tenant.
6. He contended that the Respondent was only entitled to the refund of the bond deposit if the premises was in good state and acceptable condition at exist as stipulated under clause 6 of the Commercial Lease Agreement. However, the premises was in a poor state and required substantial repairs as has been notified to the Respondent in numerous emails from the Appellant and largely acknowledged by the respondent, particularly, in view of his attempt to engage an alternate contractor(s) to effect repairs.
7. The Learned Resident Magistrate based his decision only from the Commercial Lease Agreement.

Respondent's Contention

8. The Respondent holds the position that the Learned Resident Magistrate was correct in its findings and the grounds of Appeal that the Appellant relies on are void of merit and are not substantiable.

9. The grounds of appeal are void of merit and are mostly misconceived. Hence, the Appeal should be dismissed.

Determination

10. This Appeal relates to the Decision of the Senior Resident Magistrate of 13th August 2020.
11. The dispute between the Parties relates to a Leasing Agreement for the property situated at 14-18 McGregor Road, in Suva which is owned by the Appellant, Primetime Properties Limited.
12. The leasing Agreement was entered into between the Appellant and the Respondent. The Respondent would operate a private school at the said premises.
13. Pursuant to the Leasing Agreement, the Respondent paid the Appellant the sum of FJD \$20,000 as security deposit.
14. At the conclusion of the lease period, the Appellant refused to refund the entire deposit sum of \$20,000 on the assertion that the Lease premises was damaged by the Respondent.

Ground 1

15. The Learned Resident Magistrate laid down its foundation in terms of the commercial Lease Agreement right at the beginning when considering the basis of the Commercial Lease Agreement at paragraphs 3,5,7,14 and 53 of his written Decision. The terms and conditions of the letter which was acknowledged by the Respondent [Robin Taylor] was formalized into the Commercial lease Agreement signed by the Plaintiff formalizing the basis of the Tenancy.
16. The Lease was further renewed for a period 01st January 2012 to 31st December 2014.
17. However, the Plaintiff continued to rent the property until the end of June 2015 when vacant possession was given to the Defendant.
18. After the perusal of the Decision and the evidence before the court, I find that this ground is without merit and therefore fails since the Learned Resident Magistrate's Decision confirms that he had considered the basis of the Contractual Agreement in detail.

Ground 2

19. Clause 1(a) of the Lease Agreement relates to the waiver of rent for 04 months.
20. The Petitioners contention is that the presiding Senior Resident Magistrates wholly overlooked clause 1(a) of the Commercial Lease Agreement that provided for a Rent free

period of 04 months to undertake any repairs that the Landlord [Petitioner] may have missed before the Plaintiff took occupancy.

21. Paragraph 3 of the Decision categorically deals with the Plaintiff entering into a Landlord tenant relationship with the Defendant initially for a period 01st December 2009 to 31st December 2011 with an option to renew the said Agreement.
22. Further at paragraph 23, 24 and 25 the Learned Senior Resident Magistrate said "This is the original condition of the house on the property, given to the Plaintiff on an 'as is where is' basis by the Defendant, deeming it to be in tenable condition, and in good state of repair! The Plaintiff also did minor repair works like repairing, fencing, placing partitions.
23. He added substantial repairs sometime satisfactory an unsatisfactory were carried out to the property by various contractors at the behest of the Defendant for rotten timber, windows, rotten window frames, white ant infection and painting roof and walls.
24. I find as a fact, that the presiding Senior Resident Magistrate has considered not only clause 1(a) of the Commercial Lease Agreement rather considered and took recognizance and determination of the lease agreement in its entirety.
25. For above reasons and detailed discussions on repairs and damages by the Learned Resident Magistrate, it is evident that he was fully aware of clause 1 and dealt with the Agreement under the sub-heading '**Matrix of Facts**' on page 2 of his Decision.

Ground 3

26. No doubt, the Respondent did in fact admit that there were some damages, those damages were specifically stated to be within the ambit of 'fair, wear and tear through the use of the property as a Commercial building and specifically operated as a private school. Further, the Learned Senior Resident Magistrate noted from the evidence addressed by the Plaintiff that various contractors were used to conduct repairs to the said property which was sometime satisfactory and unsatisfactory.
27. The Learned Senior Resident Magistrate also noted in his Decision that the Plaintiff was in constant communication with the Defendant to explain damages and report to the Defendant on the work done by the contractors, progress of repair works and standard of the repairs upon completion.
28. During this time the Plaintiff always enquired about who was liable for the repair work carried out by the Defendant during the Tenancy. The communication between the Plaintiff and the Defendant was designed to prevent the Defendant from later claiming that damages were attributable to the Plaintiff by the end of the term of Tenancy served. The Learned Senior Resident Magistrate noted that an inspection was carried out by the Defendant prior

to the Plaintiff vacating the premises. There is evidence that during the Tenancy the Defendant carried out many inspections of the property, but no report was generated.

29. Therefore, I find the Appellants argument in terms of the Learned Senior Resident Magistrate wholly overlooking the Plaintiff's admission as to damages done to the premises during the Tenancy did that the Plaintiff had taken out his own quotation for the list of repairs not based on Design Hut Exit Inspection Report is without merit and fails.
30. This ground is accordingly dismissed in its entirety.

Ground 4

31. The Appellant's contention that the Learned Senior Resident Magistrate was wrong when he focused on repairs to Exterior elements when it was not pleaded in the Appellant's Counterclaim to justify his finding that the Tenant had made complaints about the premises in is Tenancy in particular reference to the bay windows which was actually fixed by the Appellant and not included in its Counterclaim.
32. At paragraph 22 of the Decision of the Learned Senior Resident Magistrate, he noted that according to the Plaintiff, the commencement of the Lease, the property's status on an 'as is where is' basis came with defects and noticeable wear and tear as enumerated at paragraph 22 (i) - (xv) which were highlighted to the Defendant?
33. At paragraph 44 of the Learned Senior Resident Magistrate's Decision, he found that there were multiple defects damages requiring repair works and refers to contain emails written by the Plaintiff, Robin Taylor.
34. There is no mention that those defects were not limited to Exterior Elements rather are in fact part of the Counterclaim of the Appellant.
35. The Appellant's direction was made aware of the trail of emails and the nature of the Defects and Defect issues raised and is dealt with at Learned Senior Resident Magistrate's Decision at paragraphs 44 - 46 inclusive.
36. At paragraph 47 of the Decision, the Learned Senior Resident Magistrate noted that there was rotting timber which could not be attributed to the Report.
37. At paragraph 50, the Learned Senior Resident Magistrate found that the trail of emails written to the Defendant by the Plaintiff were damages to the property when the Plaintiff took possession and that the Plaintiff was not liable for damages attributable to the Landlord's failure to repair such as rotting window or water leakages.
38. In the event of any damage by the Tenant, it is trite law that the Landlord was responsible for repairing the Damages to the Property.

39. The Learned Senior Resident Magistrate correctly quoted Author Stewart Benson in his book '**Residential Tenancy Law in New Zealand**' in relations to the issue of Damage to rented property stated the following:
- "Damages' means a loss, hurt or injury that lessens value, not, for example, work by a tenant that transforms derelict premises.
- "careless" means not paying attention, unthinking, insensitive, done without care or inaccurate; and a tenant is careless if his conduct is below the standard of care of a reasonable and prudent tenant. A tenant is careless where goods fall from a cupboard and damage a kitchen bench.
40. At paragraph 50 he continues and cites page 118 the Learned Author further stated:
- "A tenant is not liable for damage to tenancy premises before the tenancy. It is essential for a landlord to have evidence of the **property condition at the start of the tenancy. A landlord's claim may fail** in the face of competing of there is, for example, no ingoing inspection report or photographs at the start of the tenancy."
41. I find that there is no merit in this Ground 4 and also factually incorrect. This ground must fail accordingly.
42. Ground 4 is dismissed in its entirety.

Ground 5

43. The Appellant's Contention and Argument is that the Learned Senior Resident Magistrate treated the Agreement for Lease as if it were a residential lease and not a commercial Lease and reiterated clause 6 of the Commercial Lease Agreement [Exhibit 3].
44. In terms of Clause 6 of the Lease the Learned Senior Resident Magistrate noted that the Plaintiff paid a Security Deposit of FJD \$20,000 to the Defendant. The deposit would be retained by the Defendant for any rent owing on for any loss or damages sustained by reason of non-fulfilment or non-observance of any of the covenants in the Agreement.
45. At paragraph 8 of his Decision, the Learned Senior Resident Magistrate noted and is clear and categorically states that the property was intended for Commercial purpose and the Plaintiff would use the property to operate a **private** school.
46. At paragraph 10, he notes that the evidence reveals that the property was around 30 to 35 years old and has been commercially leased for about 15 - 20 years.
47. At paragraph 44 of the Decision, the Learned Senior Resident Magistrate discuss the correspondence sent by the Respondent to the Appellant which clearly demonstrates the nature of the Tenancy; that is, a commercial tenancy.

48. Whilst, I find that the Learned Senior Resident Magistrate may have cited and quoted case authorities relating to residential tenancies, the fundamental principles apply to both Residential and Commercial tenancies. The cases speak for itself.
49. Therefore, I find that the Learned Senior Resident Magistrate was fully aware that he was dealing with a Commercial Lease and not a Residential Lease and he had looked and considered the provisions of the Lease Agreement Globally in terms of a Commercial Lease.
50. Therefore, I find no merit in the Appellants Ground and this Ground (5) fails and is dismissed accordingly.

Ground 6

51. The Appellant's Contention is that the Defendant's Exhibit [an Exit Inspection Plan] was interpreted as making detailed recommendations as to the work which needed to be done when in fact the Report identified areas of the building that was damaged to bring building to a state it could be re-let to another tenants.
52. This property was leased to the Plaintiff on a 'where is as is basis'. At paragraph 53 of the Learned Senior Resident Magistrate's Decision he stated it was evident that there was ongoing repairs from 2010 to 2015. There was absence of any Exit Report before the Court in the status of the property after the previous tenant vacated the property cast doubt on the Defendant's position. There is absence of any evidence indicating that the Plaintiff damaged the property willfully and negligently.
53. The presiding, Learned Senior Resident Magistrate found that only the re-occupation report that was prepared related to the Tenant prior to the Respondent's tenancy and there was no report prior to the Respondent's tenancy.
54. He further correctly established from the evidence that a number of damages noted in the Report could not be attributed to the Report because the nature of the Damage [rotting timber] and the correspondences sent by the Respondent to the Appellant at the start of the Tenancy highlighting existing issues to the property.
55. I find the Learned Senior Resident Magistrate quite correctly interpreted the Defendants Exhibit 9 forming a basis to establish damage and quantum since it provided no evidentiary value for establishing the damage (if any) was caused by the Respondent and the liability value for it.
56. At paragraph 25 of the Decision, the Learned Senior Resident Magistrate has stated that the Plaintiff was in constant communication with the Defendant to explain damages and Report to the Defendant on the work done by the contractors, progress of the repair works

and the standards of the repairs upon completion. The Plaintiff always in his communication to the Defendant enquired about who would be liable for the repair works carried out by the Defendant during the Plaintiff's tenancy. This communication also prevented the Defendant from later claiming that damages were attributed to the Plaintiff by the end of the term.

57. Having said above, there was no evidence before the court to blame the Plaintiff for any damages on the property and there is no independent report relating to the state of the property prior to the Plaintiff's occupation.
58. Accordingly, this Ground 6 fails and is dismissed.

Ground 7

59. The Appellant's complaint is that the Learned Senior Resident Magistrate finding on the balance of probabilities in favour of the Plaintiff was a finding contrary to the terms of the Commercial Lease Agreement and Exit report that would tip the balance to the Appellant.
60. I reiterate that the property was leased to the Plaintiff on a where is as is basis. There were ongoing repairs from 2010 up to 2015. No Exit Report was before this Court on the status of the property after the previous tenant vacated the said property and there this casted doubt on the Defendants position in terms of the damages to the property by the Plaintiff.
61. The Learned Senior Resident Magistrate also found in his Decision that there is absence of any evidence indicating that the Plaintiff damaged the property willfully and negligently.
62. I note that the Appellant could not establish to the Court the state of the property prior to occupation by the Plaintiff. If there was any damage then the Learned Senior Resident Magistrate would have analysed the state of the damage and determine the same in monetary terms. However, there was no evidence to establish the status of the property before occupation by the Plaintiff.
63. The Report that the Appellant relied on provided for all the repairs that would be needed for the property and was hence admitted by the Appellant's witness that it was not limited to any damage that may have been caused by the Respondent [original Plaintiff]. However, the witness admitted that the report contained in the report damages that needed repairs to the property which the witness know and accepted could not be attributed to the Respondent.
64. I find no merit on this ground. The Learned Senior Resident Magistrate had correctly came to its finding on the balance of probabilities in favour of the Plaintiff which was a finding not contrary to the terms of the Commercial Lease Agreement and the Exit inspection Report.
65. Accordingly, this grounds fails and is dismissed in its entirety.

Ground 8

66. There is no doubt evidence of several defects existing prior to the Tenancy and notifications, emails and communication from the Respondent to the Appellant about the defects and issued in the property was continuously addressed with the Appellant throughout the tenancy period. The inspection report and emails tendered into evidence shows existence of said defects and issues in the building [rotting timber etc.] as existing prior to the commencement of the Tenancy and admitted to by the Agent.
67. The Learned Senior Resident Magistrate also in his Decision stated that the said property in occupation by the Plaintiff was around 30 to 35 years old and commercially leased for about 15 to 20 years.
68. Evidence reveals that defects and issues existed right from the date of the commencement by the Plaintiff all throughout his tenancy and occupation [when he communicated by emails to the Defendant on subject of defects] and until the time of the Plaintiff's vacation of the property.
69. Therefore, I find that the Learned Senior Resident Magistrate was correct when he said that the defects coupled with the wear and tear lasted throughout the tenancy.
70. For above reasons, this *Ground 8* fails and is dismissed accordingly.

Ground 9

71. Evidence reveals and the Learned Senior Resident Magistrate has quite categorically noted in his Decision that at the commencement of this Commercial Lease Agreement, the property status on an as is where is basis came with defects and noticeable wear and tear. These were highlighted to the Defendant and included and lasted through the tenancy period. The defects were enumerated at page 7 and 8 of his Decision.
72. The Plaintiff's position to the Court was that above was the original condition of the house on the property given to the Plaintiff on as is where is basis by the Defendant, deceiving it to be in tenantable condition and in a good state of repair.
73. I find there is evidence that the Plaintiff quite correctly pointed out and relayed the defects and issues with the property to the Defendant before taking up possession and during the period of his occupation and/or leasing period.
74. The Appellant was the Landlord and his responsible for the maintenance of the building in a tenantable condition throughout the Plaintiff's tenancy.

75. In terms of waiver of rent and/or 4 months rental holiday, the Appellants suggestion is that it was to cater for any repairs that were needed.
76. I note from the Learned Senior Resident Magistrate Decision at paragraph 25 that repair to the property was carried out by various contractors which was sometimes satisfactory and unsatisfactory. The Plaintiff was in constant communication with the Defendant explaining the damage and reporting about the standard of the work to the Defendant. The Plaintiff always enquired from the Defendant about who was liable for the repair work, carried out by the Defendant during the Plaintiff's tenancy.
77. This communication acted like a shield to prevent the Defendant from later claiming that damages attributable to the Plaintiff by the end of the tenancy term of the Plaintiff.
78. There is no evidence to suggest that the waiver of rent for the first 4 months was to cater for any repair works that were needed. The Plaintiff was never expressly told that 4 months rental waiver was to be utilized in repair works. However, the Plaintiff did carry out minor repair woks during his tenancy.
79. This ground fails for the aforesaid reasons and is dismissed accordingly.

Ground 10

80. This ground raises 2 issued:
 - (i) The Learned Senior Resident Magistrate overlooked that the Defendant was responsible for structural repairs and undertook repairs without forming part of counterclaim and
 - (ii) Wholly overlooked that in term of the Commercial lease Agreement the Plaintiff was responsible for all fixtures and fittings for damages caused by wear and tear, which was clearly communicated to the Defendant.
81. In fact, the Appellant wad responsible for structural repairs to the property. The inspection report relied on by the Appellant refers to structural work that needed to be done, outside the scope of the Respondent.
82. The damages (if any) caused by the Respondent was found to be within the ambits of the fair wear and tear.
83. The fair wear and tear obviously needed to be determined in the context that the property will be used as a private school with 90 students of which the Defendant was well aware of. Therefore, in this context, the Learned Senior Resident Magistrate determined any wear and tear was within reason. The Appellant knowing the purpose of the tenancy and the Appellant always updated on the status of the building, an inspection carried out at the time of vacation

by the Plaintiff there is evidence that during the tenancy, the Defendant also carried out many inspections, however, no report was generated.

84. For above rational., this Ground 10 also fails and is dismissed accordingly.

Ground 11

85. The Learned Senior Resident Magistrate did not focus or restrict himself to bay windows repairs to it.

86. Ground 11 and Ground 4 are contradictory:

Ground 4 asserts that the Learned Senior Resident Magistrate focused on repairs to the Exterior elements and

Ground 11 the Appellant asserts that the Learned Senior Resident Magistrate focused on the bay windows.

87. Issue with bay windows was considered in conjunction with multiple defects in the building which was subject to constant communication with the Defendant and also subject of multiple repairs that the Appellant kept on making to the property to keep it tenatable.

88. The property was a wooden structure and over 35 years of age and mostly used for commercial lease purposes.

89. This ground also fails for reasons stated hereinabove and is dismissed.

Ground 12

90. The Learned Senior Resident Magistrate made the following findings in his Decision.

- A number of damages was not attributable to the Respondent.
- There were some damages to the property in occupation that was repaired by the Respondent.
- Other damages to the property, however, has not crossed the threshold for fair wear and tear and therefore the Respondent could not be held liable for the repairs.

91. The purpose of the tenancy on the Commercial Lease Agreement was to operate a private school and fair wear and tear was correctly considered in conjunction with the intended usage of the property.

92. However, the Learned Senior Resident Magistrate did not find that because some damages were caused by the Respondent does not automatically make the Respondent liable, the liability only arises if the threshold of fair wear and tear is exceeded and met.

93. This Ground fails for above reasons and is dismissed.

Ground 13

94. The Learned Senior Resident Magistrate did not direct himself in any way to consider that the structural works undertaken by the Appellant/ Respondent as being evidence of the property being in disrepair.

95. However, the Learned Senior Resident Magistrate did consider that the ongoing structural works required and pointed out in the inspection report indicated that the repairs and maintenance work was continuously required to maintain the property in a tenantable condition. He also noted the 35 years age of the building and the Appellants witness's evidence that the structural works needed on as ongoing basis.

96. This Ground also fails and is accordingly dismissed.

Ground 14

97. The Appellant's contention is that the Learned Senior Resident Magistrate failed to consider that the Appellant's counterclaim was based only on repairs and extensive damage and was in respect of the interior of the premises and that there was no claim relating to window repairs, roofing etc as would be expected if there were structural claims but none.

98. The Learned Senior Resident Magistrate noted that there was no inspection report prior to the commencement of the occupation of the property by the Respondent.

99. If there was any report, then it could have been used to compare as a basis for comparison with the Exit inspection Report and would have provided some good evidence to determine any damage.

100. Evidentially, the Appellant had conducted multiple inspections of the said property during the course of the Respondent's tenancy.

101. There was no evidence to suggest that any of the inspections were made into a report which recorded any damage that would have been caused by the Respondent.

102. As per the Question of photographs, it cannot provide sufficiency of evidence of the state of the building particularly if structural issues existed and despite the photographs the Appellant was required to carry out multiple instances of repair works during the Tenancy

when he employed its various contractors indicating that the Appellant has considered the ongoing repairs as necessary coupled with his obligation.

103. The inspection report detailed multiple repairs that the Learned Senior Resident Magistrate considered could not have been contributed by the Respondent or were existing issues due to the age of the building and hence could not be relied on.
104. For above reasons, I hold that this ground fails and is accordingly dismissed.

Ground 15

105. The Learned Senior Resident Magistrate considered the provisions of section 90 of the property law act and highlighted appropriate parts in his Decision and applied the same in his analysis of the evidence before him.
106. The Learned Senior Resident Magistrate also cited cases based on established legal principles on landlord - tenancy agreement. These basic principles can be applied to Commercial Lease Agreements as well as Residential Lease Agreements. It can be ascertained from the Decision, that the Learned Senior Resident Magistrate highlights that the Respondents Tenancy was a Commercial one and not a Residential Lease Agreement, especially when the Respondent operated a private school of about 60 students.
107. This Grounds fails and is also accordingly dismissed.

In Conclusion

108. The Plaintiff's position all the time have been that at the Commencement of the lease, the property's status on 'as is where is basis' came with defects and noticeable wear and tear and were highlighted to the Defendant.
109. The presiding Senior Resident Magistrate in his judgment found:
- (i) That the Defendant's preposition that the property was handed over to the Plaintiff in tenable condition. Cannot be sustained by evidence since there was no independent Report relating to the state of the property prior to the Plaintiff's occupation.
 - (ii) That there were multiple defects/damages requiring repair works as per the email correspondences.
 - (iii) That the trail of emails between Mr. Taylor and Mr. Jamnadas that there were defects. The Senior Resident Magistrate said in his judgment that the substantial repair works conducted on the property in terms of defects

during the Plaintiff's occupation obviously cannot be expected by the Defendant to be made good by the Plaintiff since these defects were suffered prior to the Plaintiff's occupation.

- (iv) That there were already damages to the property when the Plaintiff was given occupation. Therefore, the Plaintiff is not liable for the damages attributable to the Landlord's failure to repair such as rotting windows or water leakages.
- (v) That it is trite law that in the event there is damages by the Tenant, that the Landlord is responsible for repairing the damages, not the tenant.
- (vi) That the Defendant has not proven his case on the balance of probabilities and found in favour of the Plaintiff. This view was further fortified in the absence of any evidence indicating that the Plaintiff damaged the property willingly and negligently.

110. I uphold the Judgment of the presiding Senior Resident Magistrate of 13th August 2020 wherein the Learned Senior Resident Magistrate thoroughly analyzed the evidence both *viva voce* and documentary and arrived at a correct determination as per his Final Orders therein.

Counterclaim

111. The Learned Senior Resident Magistrate's finding in his Judgment in terms of the counterclaim were:

- (i) The property was leased to the Plaintiff on a 'where is as is basis'. It was evident that there were ongoing repairs from 2010 up to 2015.
- (ii) The absence of any Exit report on the status of the property after the previous tenant vacated the property casted doubt on the Defendant's position.
- (iii) The Learned Senior Resident Magistrate found that the Defendant has not proven his case on the balance of probabilities and found in favour of the Plaintiff.

112. I likewise uphold the Learned Senior Resident Magistrate's finding.

113. Following are the orders of this Court.

Costs

114. The matter was heard at length and took much of the Court's time. Written Submissions were filed and orally argued.
115. It is only just and fair that I order the Defendant to pay a summarily assessed costs of \$3,500 within 14 days timeframe.

Orders

- (i) The Defendants Grounds of Appeal No. 1 to 15 inclusive are all dismissed in its entirety.
- (ii) The Defendant's Counterclaim is also dismissed therein.
- (iii) The Defendant Primetime Properties Limited to pay the Plaintiff Robin Taylor a sum of \$3,500 as summarily assessed costs within 14 days timeframe.
- (iv) File is closed with Orders intact.

Dated at **Suva** this **10th** day of **July** , **2025**.



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VISHWA DATT SHARMA
PUISNE JUDGE

CC: O'Driscoll & Co, Suva
A P Legal, Suva