

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

**Civil Action NO. HBC 119 of 2025**

**BETWEEN:**            **BOWOX TRADING CO PTE LTD** a limited liability company  
having its registered office at 136 Ratu Mara Road, Samabula, Suva.

**PLAINTIFF**

**AND:**                    **ANISHCHAL ADARSH PRASAD** of Flat 3, 136 Ratu Mara Road,  
Samabula, Suva, Director.

**DEFENDANT**

**Appearances:**

**Plaintiff:** Mr. B. Ram & Ms. L. Prasad (Benjamin Ram Lawyers)

**Defendant:** Mr. A. Chand & Ms. M. Prasad (Amrit Chand Lawyers)

**Date of Hearing:** 4<sup>th</sup> July 2025.

**Decision**

- [1] The Plaintiff is seeking immediate vacant possession from the Defendant of the premises situated on the land comprised and described on State Lease No. 23491, formerly known as CL 1620 on Lot 13 Section 9 being Plan No. S 825, Samabula (Part of) in the District of Suva and Province of Rewa containing an area of 594 m<sup>2</sup>. It is made pursuant to Section 169 of the Land Transfer Act. An affidavit of Suman Lata is in support of the originating summons.
- [2] An affidavit in opposition of the Defendant has been filed. Suman Lata's affidavit in reply was subsequently filed.
- [3] The first requirement for the Plaintiff is to satisfy this court under Section 169 (a) of the Land Transfer Act 1971 that the Applicant is the last registered proprietor of the land. The Plaintiff in this action is BOWOX Trading Co PTE Ltd a limited liability company having its registered office at 136 Ratu Mara Road, Samabula, Suva. Annexed as "SL-2" in the affidavit of Suman Lata is a photocopy of a certified copy of State Lease No. 23491. The certified copy has been photocopied. This is unacceptable. The rationale for a certified copy is defeated by annexing a photocopy of the certified copy.
- [4] The copy of State Lease 23491 states that lessee is BOWOX Trading Co LTD a limited liability company having its registered office at Suva in Fiji. "LTD" in the company name seems to have been added or written in. I state this as the words before it as clearly set out in the same font, except the part which is "LTD"". The State Lease is a legal document. It seems to have been altered. If it was altered by the issuing authority, they would have placed a stamp and initialed it. This has not been done. No original Lease was shown to me to confirm the State Lease. If that was done, I would have verified all these issues. The onus was on the Plaintiff to do so.

- [5] The Defendant in his affidavit in opposition had raised the issue that I am addressing. The Plaintiff in reply brushed it aside.
- [6] On the evidence before me the Plaintiffs have not passed the first hurdle which is to satisfy me that they are the registered proprietors of the land from which they are seeking vacant possession. I am not able to from the documents that are before me authenticate the legal registered owners of the land.
- [7] For the reasons given I dismiss the application. The Plaintiff is to pay the Defendant \$2000.00 as costs. The costs have been summarily assessed.

**Court Orders**

- (a) The Originating Summons are dismissed.
- (b) The Plaintiff is to pay the Defendant \$2000.00 as costs within 21 days. The costs have been summarily assessed.

.....  
*Chaitanya S. C. A. Lakshman*

**Puisne Judge**

25<sup>th</sup> July 2025

