

IN THE HIGH COURT OF FIJI AT SUVA
CIVIL JURISDICTION

CIVIL CASE NO: HBC 325 OF 2025

BETWEEN: **NASINU RUGBY FOOTBALL UNION** (TIN No. 60-59457-0-0)
an affiliate of the Fiji Rugby Football Union and a **PLAINTIFF**
Member of the Fiji Rakavi Football Union Ltd

A N D: **FIJI RUGBY FOOTBALL UNION** an incorporated body
under the Charitable Trusts Act 1945 and having its **1ST DEFENDANT**
Registered office at 35 Gordon Street, Suva

A N D: **FIJI RAKAVI FOOTBALL UNION LTD** **2ND DEFENDANT**
A company duly incorporated under the company laws
Of Fiji and having its registered office at 35 Gordon St, Suva

Counsel: Mr. V. Filipe for the Plaintiff

Date of Hearing: 06th October 2025

Date of Ruling: 07th October 2025

EX TEMPORE RULING

(Ex Parte Notice of Motion - Interim Injunction)

1. The Plaintiff filed this Originating Summons against the two Defendants seeking the following orders:
 1. *A declaration that the decision made by the Defendant's appointed panel on 26th September 2025, upholding the Plaintiff's complaint and awarding it the match against Rewa Rugby Union with 14 competition points in the valid, lawful, and binding decision.*

2. *A declaration that the Defendant acted in breach of its contractual obligations under the 2025 FRU Provincial Competition Terms of Participation (“the TOP”), specifically Clauses 9.12.1, 9.12.2 and 9.13, by unlawfully overturning the said decision of 26th September 2025.*
3. *A declaration that the Defendant acted in breach of the rules of natural justice and its duty of good faith, by:*
 - a) *Pre-judging the outcome of the matter, as evidenced by the public comments of its official, Mr. Sale Sorovaki, published on 28th September 2025.*
 - b) *Denying the Plaintiff, the benefit of a final and binding decision; and*
 - c) *Providing a non-existent, an unlawful and a non-transparent appeals process for player eligibility matters.*
- 4; *A declaration that the Plaintiff was wrongfully excluded from the 2025 Vodafone Vanua Cup Quarter-Finals and remains the rightful qualifier from the Central Pool.*
5. *Damages for breach of contract, to be assessed, including but not limited to:*
 - a) *Loss of chance to compete for and win the 2025 Vanua Cup Championship and its associated prize money;*
 - b) *Reputational damage; and*
 - c) *Aggravated and exemplary damages,*
6. *Interest on any damages awarded, pursuant to the Law Reform (Miscellaneous Provisions) (Death and interest) Act.*
7. *Costs of this action.*
8. *Such further or other relief as this Honourable Court deems just.*

2. Alongside the Originating Summons, the Plaintiff filed an Ex Parte Notice of Motion seeking an interim injunction to prevent the Defendants from proceeding with the Vodafone Vanua Cup semi-final matches between Rewa Rugby Union and any other team scheduled for Tuesday, 7th October 2025, or from taking any further steps in the 2025 Vodafone Vanua Cup competition. The Ex Parte Notice of Motion was supported by an affidavit from Mr. Simone Valenitabua, the Vice President of the Plaintiff, outlining the factual background of this Motion. The orders sought in the Ex Parte Notice of Motion are:

1. *AN INTERIM INJUNCTION restraining the Defendants, whether by themselves, their servants, agents, employees, officials, or otherwise howsoever, from proceeding with the Vodafone Vanua Cup Semi-Final matches between Rewa Rugby Union and any other team scheduled for Tuesday, 7th October 2025, or from taking any further steps in the 2025 Vanua Cup Championship based on the decision contained in the letter from the Defendant dated 29th September 2025, pending the hearing and determination of the substantive matter.*

2. *COSTS of these proceedings be in the cause.*

3. *SUCH FURTHER OR OTHER RELIEF as this Honourable Court deems just.*

3. The Court heard the submissions of the Learned Counsel for the Plaintiff on 6 October 2025 regarding the Ex Parte Notice of Motion. The Learned Counsel for the Plaintiff filed a written submission, which greatly assisted the Court in making this ruling. Having considered the oral and written submissions and the affidavit in support, the Court refused and dismissed the Ex Parte Notice of Motion on 7 October 2025. I now provide the reasons for that ruling made on 7 October 2025.

4. The Plaintiff was part of a team in the Vodafone Vanua Cup championship (the tournament). The tournament is governed by the terms of participation (TOP) issued by the Fiji Rugby Union (FRU). The Plaintiff played a match against Rewa Rugby Union on 18th September 2025, which ended in a 19-19 draw. After the match, the Plaintiff discovered that two players from Rewa Rugby Union had played without proper release documentation, breaching clause 9.12.1 of the TOP. As a result, the Plaintiff lodged a formal complaint with the FRU. According to the

Affidavit in support, a formal hearing was held on 26th September 2025, attended by the FRU officials, the Acting CEO, and representatives of both the Plaintiff and Rewa Rugby Union. The Plaintiff asserts that the Acting CEO verbally announced a decision in their favour, but no written ruling or letter was issued. On 29th September 2025, the Tournament Director issued a letter stating that the Plaintiff's complaint was dismissed.

5. As a result of this decision, Rewa Rugby Union progressed to the quarter-finals of the competition, preventing the Plaintiff from competing further in the tournament. The quarter-final match was played on 30th September 2025, with Rewa Rugby Union emerging victorious and moving on to the semi-finals scheduled for 7th October 2025.
6. The *locus classicus* on the law relating to interim injunctions is **American Cyanamid Co v Ethicon Ltd (1975) 2 WLR 316, (1975) AC 396**. The Fiji Court of Appeal in **Saiyub v Sarif [2024] FJCA 234; ABU109.2023 (28 November 2024)** set forth the American Cyanamid guideline as:
 - i) *Whether there is a serious question to be tried at the hearing of the substantive matter;*
 - ii) *Whether the party seeking an injunction will suffer irreparable harm if the injunction is denied, that is whether he could be adequately compensated by an award of damages as a result of the defendant continuing to do what was sought to be enjoined; and*
 - iii) *In whose favour the balance of convenience lies if the injunction is granted or refused.*
4. According to Appendix 2b of the TOP, under the section on administrative timelines, any complaint regarding a player's eligibility in a match must be submitted to the Tournament Director within 36 hours of the match, along with evidence or proof of the eligibility issue (*see page 27 of the TOP*). As per Exhibit C annexed to the Affidavit, the Plaintiff made a formal complaint on 19th August 2025, to the Operations Manager of FRU, and not the Tournament Director. The date should be 19th September 2025, as the match between the Plaintiff and Rewa Rugby Union was played on 18th September 2025.

5. The Acting CEO of FRU, on 24th September 2025, while acknowledging the complaint made by the Plaintiff, requested them to provide all supporting evidence to substantiate their complaint within the next 24 hours. As outlined in the Affidavit in support, the Plaintiff claimed that they promptly provided compelling evidence, including official team lists from the Suva Rugby Union as Exhibits E and F, as well as Exhibit G, a letter from the Suva Rugby Union confirming that Suva did not release the two players to play for Rewa. (*see paragraph 9 of the Affidavit*). However, I find it was impossible for the Plaintiff to provide Exhibit G to the Acting CEO of FRU before the hearing took place on 26th September 2025 or even before the letter from the Tournament Director, dated 29th September 2025, dismissing the complaint, as the Suva Rugby Union Secretary issued Exhibit G on 1st October 2025.
6. Therefore, it appears that the Plaintiff did not submit any additional evidence apart from the two team lists attached as Exhibits E and F in the affidavit, as required by Appendix 2b of TOP. Although the Plaintiff claimed that the Acting CEO made a verbal decision after the formal hearing on 26th September 2025, there is no evidence before the Court to support such a decision. Furthermore, it is important to note that, according to Appendix 5, paragraph 13.4 of the TOP, the authority to decide on a misconduct complaint rests with the Tournament Director and the Tournament Management Committee, not the Acting CEO of FRU.
7. As per paragraphs 12 and 13.5 of Appendix 5 of TOP, the Plaintiff has the right to appeal against the determination made by the Tournament Director and the Tournament Management Committee within 24 hours of being notified of the determination in writing. There is no evidence before the Court whether the Plaintiff appealed against the determination or, if not, the reason for not appealing.
8. The Plaintiff's chances of reaching the quarterfinals of the tournament were denied by the Tournament Director's decision made on 29th September 2025. However, the quarter-final match was already played on 30th September 2025, before the Plaintiff filed the ex parte Notice of Motion to invoke this Court's jurisdiction. The tournament has now progressed to the semi-final stage, and stopping the quarter-final match until this issue is resolved is now otiose. Such an order would cause greater inconvenience not only to the Defendant but also to other participating teams. The Plaintiff seeks damages from the Defendant in this Originating

Summons on the grounds of breach of contract; therefore, damages may be an adequate remedy for this matter.

9. Considering the reasons outlined above, I refuse this ex parte Notice of Motion and dismiss it accordingly.



A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the bottom.

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Hon. Mr. Justice R. D. R. T. Rajasinghe

At Suva

07th October 2025

Solicitors:

Redwood Law for the Plaintiff.