

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

**CIVIL JURISDICTION**

**CASE NUMBER:** HBE 48 OF 2024

**BETWEEN:** **SCOTT BRIAN SMITH**  
**PLAINTIFF**

**AND:** **SHARON ELIZABETH WILD NETTELFIELD**  
**DEFENDANT**

**AND:** **THE REGISTRAR OF COMPANIES**  
**1<sup>st</sup> NOMINAL DEFENDANT**

**AND:** **THE ATTORNEY GENERAL OF FIJI**  
**2<sup>nd</sup> NOMINAL DEFENDANT**

*Appearances:* Ms. V. Devi for the Plaintiff.  
Ms. L. Prasad for the Defendant.  
Ms. M. Nagera for the 1<sup>st</sup> and 2<sup>nd</sup> Nominal Defendants.

*Date/Place of Judgment:* Wednesday 5 November 2025 at Suva.

*Coram:* Hon. Madam Justice Anjala Wati.

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**RULING**

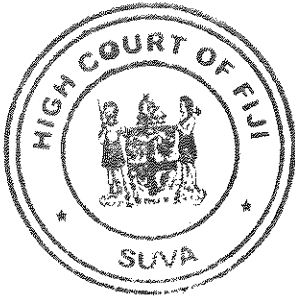
*(Security for Costs)*

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1. This is the defendant's application that the plaintiff deposits a sum of \$15,000 as security for costs of the proceedings.
  2. The defendant says that the plaintiff is a not a resident of Fiji and that he is without any assets or money in Fiji. It is asserted that since the claim by the plaintiff is denied, in the event the defendant succeeds in the defence, she will not be able to recover any costs of the proceedings.

3. In its substantive claim, the plaintiff has sought an order for declaration that he is a 50% shareholder in Naveria Heights Lodge Pte. Limited and that the defendant discloses to him all financial reports including investments carried on from 1 February 2010, being the date on which the plaintiff acquired 50% shares, until date.
4. The plaintiff's position is that he holds 50% shares in the company as evidenced by a letter from Fiji Islands Trade and Investment Bureau of 21 December 2009. He says that he paid \$250,000 to purchase the defendant's former husband's 50% shareholding in the company. He therefore has assets in Fiji which can be used to pay costs, if ordered by the court.
5. The plaintiff also relies on a letter from the defendant's lawyers Kohli & Singh, Labasa. Through a letter dated 17 July 2024, the defendant's lawyers proposed to buy the plaintiff's shares in the company. The plaintiff says that this also establishes his financial interest in the company. He therefore has assets and money in Fiji.
6. It is not disputed that the plaintiff lives out of the jurisdiction of Fiji. However, I do not find it convincing for the defendant to assert that the plaintiff does not have any assets or money in Fiji when the very dispute before me is whether he has shares in a company having its registered office in Fiji.
7. On the face of the pleadings, the plaintiff's claim does not appear frivolous or vexatious. He does not assert an interest without any basis. He cannot be said to not have assets or money in Fiji. That needs to be established in the substantive action. Without that being established, it is improper to burden the plaintiff with security for costs on the basis that he has no assets or money in Fiji.
8. The plaintiff has already paid a sum of \$250,000 to Mitchell Keil Lawyers in Fiji in 2007 and 2008 as a condition by Reserve Bank of Fiji on 6 October 2009 to buy 50% shares in the company Naveria Heights Lodge Pte. Limited. Whether that money was actually paid as purchase price for the shares is disputed by the defendant but this does not eradicate the fact that the defendant does not own 100% shares in the company. The defendant also does not say who owns the other 50% shares. On the face of the claim, it is more likely that the sum of \$250,000 was spent to purchase 50% shares in the company. This creates a financial interest of the plaintiff in the company.
9. Prima Facie, from the affidavit evidence, I find that there is admission by the defendant in her emails to the plaintiff that he has financial interest in the company. Additionally, at this stage, I cannot ignore the letter of Kohli & Singh Lawyers, Labasa, acting for the defendant. In that letter a proposal is made

to buy the plaintiff's shares. I do not have convincing evidence at this stage to say that Kohli & Singh have written that letter on their own without the defendant's instructions.

10. Given the circumstances of the case, I do not find it proper that the plaintiff be ordered to pay security for costs of the claim. The application for security for costs ought not to have been made in the first place. It was more an exercise to derail the progress of the matter. There was no honest need for such an application to be filed.
11. Such applications do not support case management of civil cases and only cause cases to age in the system. Everyone who accesses court has a responsibility to ensure that cases are progressed efficiently and heard in a timely manner. Unnecessary interlocutory applications are financially burdensome and against the constitutional principle for a trial within a reasonable time. Those who bring unnecessary interlocutory applications must pay costs at a higher end if they are not successful.
12. The application is dismissed with costs against the defendant. The defendant is ordered to pay to the plaintiff costs of the proceedings in the sum of 3,000 within 7 days.



*[Handwritten signature]*

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*Hon. Madam Justice Anjala Wati*

Judge

5.11.2025

To:

1. *Lajendra Lawyers for the Plaintiff.*
2. *Sherani & Company for the Defendant.*
3. *AG's Chambers for the 1<sup>st</sup> and 2<sup>nd</sup> Nominal Defendants.*
4. *File: Suva HBE 48 of 2024.*

