

**IN THE MAGISTRATES COURT AT NADI**

**CIVIL JURISDICTION  
Civil Case No. 155 of 2019**

**BETWEEN : KOJI TOKITO T/A KOMBAT SPORTSWEAR FIJI**

**Plaintiff**

**AND : ONE PROOF DESIGN (FIJI) LIMITED**

**First Defendant**

**AND : JOSEPH FIRMAN**

**Second Defendant**

**AND : RENATA THERESA EBONNY TURAGANIVALU**

**Third Party**

**RULING**

1. This matter concerns an Amended Claim filed on 29 October 2019, in which the Plaintiff seeks a sum of \$50,000 together with costs of \$76. The initial claim filed on 16 September 2019 named only Joseph Firman as Defendant. The Amended Claim added One Proof Design (Fiji) Limited as the First Defendant, with Mr Firman now named as the Second Defendant in his capacity as a Director of the said Company.
2. The claim arises from services the Plaintiff alleges he rendered to the Defendants between 2015 and 2016, specifically for the design and provision of sportswear gear. The Plaintiff relies on paragraphs 7 and 12 of his claim, which state that payment was to be made upon the issuance of invoices.
3. It is a fundamental principle that a party who claims to have performed services for remuneration must show some proof of the terms of engagement and that a demand for payment, typically in the form of an invoice was made. In this case, the Plaintiff has not pleaded or proven that

invoices were issued to either Defendant.

4. When the matter was last called on 5 May 2025, there was no appearance by the Defendants, Third Party or their counsels. No application was made by the Plaintiff to strike out the Defendants' Amended Defence filed on 18 March 2021.
5. The Defendants in paragraph 9 of their Defence assert that "*no invoices were ever issued to them*". This denial is further confirmed in paragraphs 14 and 17 of the same Defence.
6. The Court notes that a Third Party, Renata Theresa Ebony Turaganivalu, was subsequently joined to the proceedings. However, at the last call date, neither the Defendants nor the Third Party were in attendance. As a result of their absence, the Plaintiff then elected to rely on his Affidavit of Evidence in Chief filed on 2 February 2021 to support the claim and sought a ruling date thereafter.
7. The Court has carefully considered the Affidavit of Evidence in Chief. There are no actual invoices annexed in support of the claim. The only document tendered is a summary of amounts allegedly owed for April, May, and June 2016. Additionally, the Court notes a demand letter dated 19 July 2017 claiming a total of \$100,000, broken down as \$76,000 allegedly owed by the First Defendant and \$24,000 by the Second Defendant.
8. From the outset, it must be stated that jurisdiction is the very foundation of judicial authority. The monetary limit under section 16(1)(a) of the ***Magistrates Court Act 1944*** is not discretionary—it is a statutory ceiling. Any claim exceeding that limit falls outside the jurisdiction of this Court. I am guided by the authority of ***Ram Khelawan v Budh Ram*** (1967) 13 FLR 196 at 197, which makes clear that a court lacking jurisdiction has no power to amend a claim to bring it within jurisdiction, nor to transfer it.
9. In this case, while the sum now claimed is \$50,000, the demand letter issued by the Plaintiff central to the cause of action clearly states a claim of \$100,000. The Court finds that the Plaintiff cannot now divide the claim to suit jurisdictional limits without undermining the statutory boundary of this Court's authority.

10. Even if this Court had jurisdiction, the Court finds the Plaintiff has not discharged the evidentiary burden required to prove the claim. The absence of issued invoices despite having relied on their issuance as the trigger for payment undermines the core of the Plaintiff's case. A summary of figures, without any relevant documents such as contracts, purchase orders, or actual invoices, is not enough to prove that the debt is owed.
11. In the circumstances, the Court finds that the Plaintiff has not proven his claim on the balance of probabilities. The claim is therefore dismissed.
12. No order as to costs.

Any party aggrieved by this decision has the right to appeal.

*Setavana Saumatua*

Setavana Saumatua  
**Resident Magistrate**  
7 July, 2025.

