

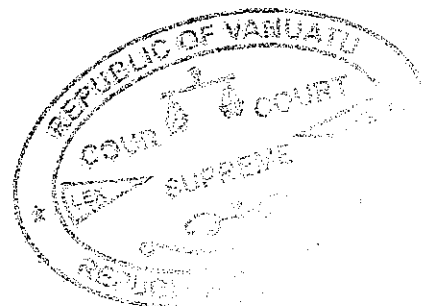
BETWEEN: **Lewi Kalpoi & Nadia Leisal Serveux**
Claimants

AND: **Christian Olsen**
Defendant

Date of Hearing: **6th September 2024**
Date of Judgment: **5th November 2024**
Before: **Justice Oliver Saksak**
Counsel: **Kylie Karu for the Claimants**
Defendant in person unrepresented

JUDGMENT

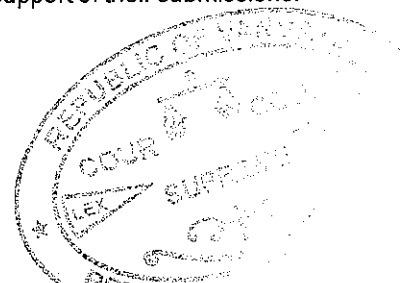
1. This is a claim for unpaid annual land rents from 2009 to 2023 in the sum of VT 30, 000 per year totalling VT 450, 000.
2. The claimant Lewi Kalpoi is the mother of Nadia Leisal Serveux.
3. Lewi Kalpoi is the Administratrix of her deceased mother's estate and is a claimant in that capacity.
4. Lewi Kalpoi, deceased is recorded as Lessor of Lease Title 12/0844/237 (the Lease) dated 30th October 2009.
5. The Lease was subsequently transferred to Lee Hak Woong on 28 December 2009.
6. Lee Hak Woong later transferred the Lease to Christian Olsen, the defendant on 8th April 2013.
7. The Claimants allege the defendant and his wife have failed to pay annual land rents and they seek Judgment for the sum of VT300, 000 interest at 5% per annum, costs and an order to vacate the Lease within 14 days from the date of the decision.



8. The claimants relied on the evidence of Nadia Leisal Serveux by sworn statement filed on 4th April 2024 in support of the claims.
9. The defendants filed a response on 26 July 2024 and a sworn statement in support by Manuel Kaluat on the same date.
10. Essentially the defendant says in paragraph 4 of his response that he accepts responsibility for land rents only from 2014 and not the rents for 2009 to 2013 as these should be paid by Lee Hak Woong, the previous proprietor of the Lease.
11. The defendant then in paragraph 5 of his response states that following Civil Case 290 of 2013 the claimant and Manuel Kalat had agreed and arranged for land rents to be deducted against her legal fees as she could not meet her portion of the fees at the time.
12. At paragraph 6 the defendant states the amount paid was VT785, 550.
13. Further at paragraph 9 of the response the defendant states that because Civil Case 290 of 2013 was struck out because of lack of standing by the claimant and the prematurity of proceedings, they were advised by their lawyer at the time to pay moneys into court pending the determination of the appeal in Land Appeal Case No 437 of 2017.

Discussion

14. At the hearing on 6th September 2024 the defendant appeared in person and indicated he would be travelling to Australia to be away for 9 months, but stated his brother Manuel Kaluat would file written submission on his behalf. The court allowed him 14 days to do so.
15. The claimants filed their written submission on 8th October 2024. The defendants have not done so.
16. Mrs Karu submitted that pursuant to section 6 2 (1) (b) of the Land Lease Act (CAP 163) that the defendant Christian Olsen is obliged and liable to pay the unpaid annual land rents in respect of the Lese from 2013 to 2023 fixed at VT30,000 per year.
17. Counsel also cited the case of Sugden v Republic (2018) VUSC 43 in support of their submissions.



18. In the absence of any written submissions I accept the submissions by Mrs Karu. By section 62 (1) (b) the defendant is liable to pay the unpaid land rents for the years 2013 to 2023. The amount shall be VT30,000 per year.
19. The defendant's response that there was another arrangement pursuant to Civil Case 290 of 2013 is merely an excuse to delay payments of land rents lawfully due and owing from the defendant to the claimant. It is not a defence to the claim.
20. The defendant's reliance on Land Appeal Case 437 of 2017 is irrelevant. The claimant in that case was not the claimant. The claimant was the Third Defendant and the Defendant was named as Fourth Defendant. The strike out in that case did not preclude them to take separate and independent proceedings against each other.

The Result

21. I find in favor of the Claimant and accordingly enter judgment for them for the following-
- a) VT360, 000 being unpaid land rents for 2013 to 2024 inclusive.
 - b) Interest of 5% per annum from 2013 to the date of judgment.
 - c) Cost of VT 22,045.
 - d) An order for eviction from the Lease in the event the defendant does not pay all sums (in paragraph (a), (b), (c)) within 28 days from the date of this Judgment.
 - e) A copy of the Judgment be served on Manuel Kaluat.

**DATED at Port Vila this 5th day of November 2024
BY THE COURT**


.....
**Hon. Oliver Saksak
Judge**

