

**BETWEEN: Franko Afkhami**

Claimant

**AND: Alexander Dariush-Far**

Defendant

*Dates of Trial:* 17 & 18 September 2025

*Before:* Justice V.M. Trief

*In Attendance:* Claimant – Mrs C. Hamer

Defendant – in person

*Date of Decision:* 2 March 2026

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**JUDGMENT**

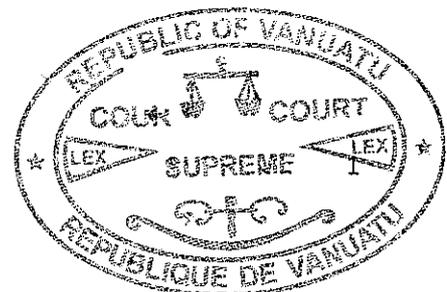
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A. Introduction

1. The Claimant Franko Afkhami is seeking payment of AUD \$55,711.00 alleged to be owed to him by the Defendant Alexander Dariush-Far for payment for services provided, payment for vehicle repairs and repayment of loan monies.
2. After trial, each party filed closing submissions.
3. This is the judgment.
4. I also determine in this Judgment the Defendant's application filed on 8 August 2025.

B. Background

5. The pleadings are set out in the Claim filed on 17 May 2024; Defence and Counter Claim filed on 7 May 2025; and Reply to Defence and Defence to Counter Claim filed on 26 March 2025.



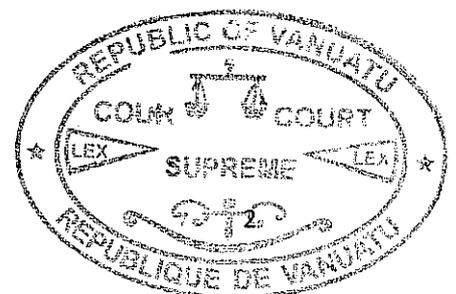
6. On 28 October 2025, Mr Dariush-Far filed in the present matter a document titled, "Claim of the Claimant" naming himself as "Claimant" and Mr Afkhami as "Defendant." He did not have the leave of the Court to do so. This document is declared **ineffectual**.
7. Mr Afkhami and Mr Dariush-Far are known to each other, although Mr Dariush-Far denies ever having asked Mr Afkhami to manage his business interests or that Mr Afkhami has ever paid vehicle repairs on his behalf.
8. In January 2020, Mr Afkhami lent AUD \$170,000 to Mr Dariush-Far to assist the latter with a building project that he was undertaking in Australia, although the latter denies the amount lent and the date that he received the money. Mr Dariush-Far also denies that he offered his house at Devils Point Road as security for the loan agreement and that any income from the house from that date would belong to Mr Afkhami.
9. It is also alleged in the Claim that in March 2020, the loan amount increased by an additional AUD \$20,000. This is denied by Mr Dariush-Far as is the allegation that interest was payable. Mr Afkhami alleged in the Claim that by June 2020, he had lent a total of AUD \$282,000 to Mr Dariush-Far; and by 21 May 2020, Mr Dariush-Far had repaid him AUD \$260,000, leaving an outstanding loan balance of AUD \$22,000.00. Mr Dariush-Far denied this, stating that he paid Mr Afkhami over AUD \$285,141.67. He denied being indebted to Mr Afkhami as alleged.
10. Mr Dariush-Far's Counter Claim is pleaded as follows:

*Counter Claim of the Defendant:*

1.	<i>Seizing the defendant 3 buses for a period of 40 months</i>	VT18,000,000
2.	<i>Legal cost to defend 2 previous claims and withdrawing them</i>	VT1,300,000
3.	<i>Filing a defamation claim which is now proven was fiction and damages and hurt caused by that claim</i>	VT2,500,000
4.	<i>Selling spare parts from seized buses</i>	VT1,800,000
5.	<i>Damages hurt by filing fabricated claims during the last 5 years</i>	VT20,000,000
6.	<i>For loss of bookings due to Frankos making fake bookings</i>	VT800,000
7.	<i>Interest 6%</i>	

**TOTAL COUNTER CLAIM: VT44,800,000** plus interest any further cost & expenses the court sees fit.

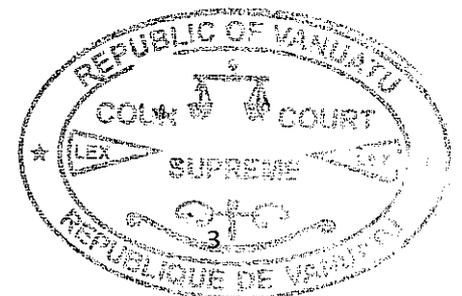
11. In Defence to the Counter Claim, Mr Afkhami alleged that the matter of the seizure of the 3 buses was subject to a proceeding between Mr Dariush-Far and Manono Motors in or about March 2020. He alleged that the other matters pleaded in the Counter Claim were frivolous and vexatious.



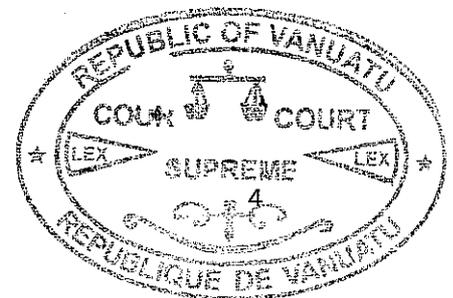
12. The issues between the parties include whether or not loan monies remain unpaid, and if so, in what amount; whether Mr Afkhami is owed monies for services rendered managing Mr Afkhami's business interests and whether or not Mr Afkhami is owed money for paying for vehicle repairs on Mr Dariush-Far's behalf. Finally, whether or not Mr Dariush-Far has proved the matters alleged in the Counter Claim.

C. Defendant's Application to Dismiss Claim for Defexation

13. The Defendant filed this application on 8 August 2025 (the 'Application'). I did not have time available to schedule a hearing of this application prior to the trial. Hence I heard this application at the commencement of the trial and stated that I would include the Court's decision as to this application in the judgment.
14. By this application, Mr Dariush-Far sought orders dismissing the Claim on the grounds that it discloses no reasonable cause of action, is frivolous, vexatious and an abuse of the Court's process, is a duplicate of a previously dismissed or withdrawn claim, that Mr Afkhami be declared a vexatious litigant, indemnity costs and any other order deemed fit.
15. Mr Dariush-Far used the word, "defexation" in the heading of the Application. I am not aware that such word exists. Mr Dariush-Far was unable to tell me what the meaning of such word is.
16. The Claimant filed submissions in response on 27 August 2025 opposing the Application. He had filed on 26 August 2025 the Sworn statement of Franko Afkhami in support of his grounds of opposition to the Application.
17. The Defendant filed submissions in reply on 29 August 2025.
18. By Mr Dariush-Far's own admission, he and Mr Afkhami entered into a loan agreement under which he has repaid Mr Afkhami \$285,141.67. The dispute concerns the amount of money lent, the date that he received the money and whether or not interest is payable. I consider that a reasonable cause of action is disclosed in the Claim, and reject the grounds that the Claim is frivolous, vexatious and an abuse of the Court's process.
19. Mrs Hamer cited *Kaltabang v Director of Lands, Land Survey and Land Records* [2008] VUSC 22 in which the Court stated that the 3 conditions precedent to the making of an order declaring a vexatious litigant are as follows:



- a) The claimant has started vexatious proceedings or proceedings that disclose no reasonable cause of action;
  - b) They had done so without reasonable cause; and
  - c) They had done so persistently.
20. Although the following were not particularised in the Application, Mrs Hamer submitted that the 4 cases referred to in that Application were the following:
- i) *Afkhami v Dariush Far*; Civil Case No. 2180 of 2020 – Saksak J concluded that the claim was frivolous and vexatious and that the claim and counter claim had arisen from acts of revenge against each other;
  - ii) *Manono Motors v United Car Rentals* (the latter being a business in the name of Mr Dariush-Far); Civil Case No. 1950 of 2020;
  - iii) *Asasi v Vila Del Mar represented by Alexander Dariush Far*; Civil Case No. 3558 of 2021; and
  - iv) *Vanuatu Island Travel Centre and Alexander Dariush-Far*; Civil Case No. 2183 of 2021 – this matter was struck due to the conduct of counsel.
21. It is evident from the above that there has only been one previous civil case (before the present matter), namely *Afkhami v Dariush Far*; Civil Case No. 2180 of 2020 between Mr Afkhami as the named-claimant and Mr Dariush-Far as the named-defendant. The Judge in that matter concluded that the claim was frivolous and vexatious, and made a similar finding about the counter claim in that matter.
22. As set out above, I have found that the Claim in the present matter discloses a reasonable cause of action.
23. Accordingly, there are no two instances where Mr Afkhami as the named-claimant has started vexatious proceedings; only one instance, namely Civil Case No. 2180 of 2020. There is no evidence that Mr Afkhami as the named-claimant has brought other proceedings without reasonable cause and done so persistently.
24. For the foregoing reasons, none of the conditions precedent outlined in *Kaltabang v Director of Lands* are satisfied therefore there is no basis to declare Mr Afkhami a vexatious litigant.
25. Accordingly, the Defendant's Application to Dismiss Claim for Defexation filed on 8 August 2025 must be declined and dismissed.



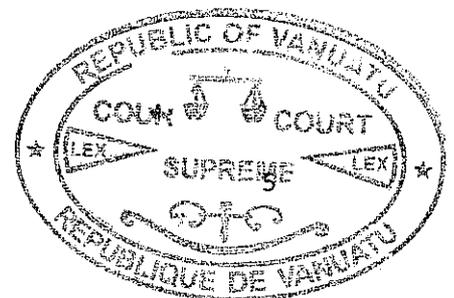
D. Evidence

26. **Mr Afkhami** relied on his Sworn statements filed on 4 April 2025 [**Exhibit C1**] and 30 May 2025 [**Exhibit C2**].
27. **Mr Dariush-Far** relied on his Sworn statement filed on 8 August 2025 [**Exhibit D1**] and the attachments in the spiral bound volume headed "Request for Default Judgment (Fixed Amount) filed on 8 August 2025. The spiral bound volume in the Court file carried the case no. 1294/2025.

E. Discussion

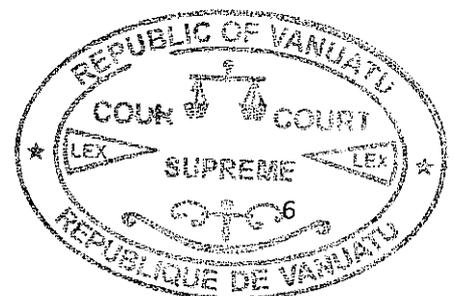
*Whether or not loan monies remain unpaid, and if so, in what amount*

28. In January 2020, Mr Afkhami lent AUD \$170,000 to Mr Dariush-Far although the latter denies the amount lent, the date that he received the money and whether or not interest was payable. Mr Afkhami alleged that in March 2020, the loan amount increased by an additional AUD \$20,000. This is denied. It is also alleged in the Claim that in March 2020, the loan amount increased by an additional AUD \$20,000. This is denied by Mr Dariush-Far as is the allegation that interest was payable. Mr Afkhami alleged in the Claim that by June 2020, he had lent a total of AUD \$282,000 to Mr Dariush-Far; and by 21 May 2020, Mr Dariush-Far had repaid him AUD \$260,000, leaving an outstanding loan balance of AUD \$22,000.00. Mr Dariush-Far denied this, stating that he paid Mr Afkhami over AUD \$285,141.67. He denied being indebted to Mr Afkhami as alleged. Mr Afkhami also alleged that Mr Dariush-Far offered his house at Devils Point Road as security for the loan agreement and that any income from the house from that date would belong to Mr Afkhami.
29. In **Exhibit D1**, Mr Dariush-Far deposed that by March 2020, Mr Afkhami had transferred AUD \$280,000 to him, including AUD \$20,000 designated as a gift to his family in Iran. Then in May 2020, Mr Afkhami issued a formal letter of demand. During that month, he (Mr Dariush-Far) repaid all his funds excluding interest and the money sent as gifts to his family. He stated that he repaid AUD \$260,000 and Mr Afkhami's assistant confirmed this.
30. In cross-examination, Mr Afkhami stated that he paid AUD \$280,000.00 to Mr Dariush-Far to purchase a unit. Mr Dariush-Far asked, "And you agree that I paid \$260,000 so I just owe you \$20,000? Mr Afkhami answered, "\$22,000 something." When asked where the surplus \$2,000 came from, Mr Afkhami stated that it was in his sworn statement. Mr Dariush-Far also asked when Mr Afkhami

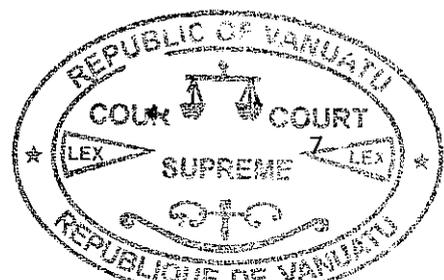


received the \$260,000 that he paid him back. Mr Afkhami stated that he received the \$260,000 in June 2020.

31. In another question, Mr Dariush-Far asked if Mr Afkhami agreed that he loaned \$280,000, that he received \$260,000 but that another \$20,000 was not sent to his (Mr Afkhami's) parents? Mr Afkhami did not agree. He confirming sending Mr Dariush-Far \$280,000 for loan but that the \$20,000 (for his parents) was completely separate to the loan agreement.
32. Mr Dariush-Far's evidence was that the AUD \$280,000 that Mr Afkhami transferred to him included AUD \$20,000 for Mr Afkhami's parents in Iran. However, when he cross-examined Mr Afkhami, he asked if he was lent AUD \$280,000 and was repaid \$260,000. Mr Afkhami agreed. Mr Afkhami maintained his position that the money that he sent to Mr Dariush-Far to on-send to Mr Afkhami's parents in Iran was not included in the loan.
33. Mr Afkhami's claim is that AUD \$22,000 of the loan monies remains unpaid. His case is that the AUD \$280,000 loan monies did not include AUD \$20,000 that he sent to Mr Dariush-Far to on-send to his (Mr Afkhami's) parents in Iran. Conversely, Mr Dariush-Far's case is that the AUD \$280,000 included AUD \$20,000 for Mr Afkhami's parents hence the total money lent was AUD \$260,000 which he has already repaid in full.
34. There are no bank transfers or other documents in evidence to show the amounts lent, or repaid, and by what means and on what dates. Mrs Hamer referred in her submissions to the spreadsheets that each party produced which confirmed, relevantly, the amount of the loan [**Exhibit C2**, page 8 of "FA-2" and **Exhibit D1**, page 177 of the attachments] however the latter is merely an email (the spreadsheet was not attached) and there are no base documents provided to substantiate the amounts in the spreadsheets.
35. There are no bank transfers or other documents in evidence to show the amounts sent, and by what means and on what dates, for on-sending to Mr Afkhami's parents in Iran. There is reference in one email in **Exhibit C2** to Mr Dariush-Far assisting Mr Afkhami with getting monies sent to his parents in Iran, but that is not documentation showing the amounts sent for his parents and by what means and when [page 15 of "FA-2"].
36. Accordingly, based on Mr Afkhami's acceptance in cross-examination of the total money that he lent Mr Dariush-Far, I find, that commencing in January 2020 and over several months, Mr Afkhami transferred AUD \$280,000 to Mr Dariush-Far.



37. However, the Court cannot make a finding that the AUD \$280,000 loan monies did not include AUD \$20,000 for on sending to Mr Afkhami's parents in Iran. As this has not been proved, I find that the amount of AUD \$280,000 that Mr Afkhami transferred to Mr Dariush-Far included AUD \$20,000 for on-sending to Mr Afkhami's parents in Iran. Accordingly, I find that the total monies that Mr Afkhami lent to Mr Dariush-Far was AUD \$260,000.
38. It was also common ground and I find that following Mr Afkhami's formal demand, in May 2020, Mr Dariush-Far repaid \$260,000 to Mr Afkhami.
39. The entirety of the loan has therefore been repaid and there is no loan money outstanding. This aspect of the Claim fails.
40. Is interest payable?
41. Interest would only be payable if there was a loan amount outstanding, however, I nevertheless set out my reasoning in respect of this issue.
42. Mr Afkhami adduced into evidence a copy of the parties' loan agreement dated 30 January 2020 in which Mr Afkhami as "Lender" agreed to lend NZ \$170,000 to Mr Dariush-Far as "Borrower", for a period of six months [Exhibit C1 – pages 2 to 4 of "FA-1"]. Clause 4 of the agreement provided that Mr Dariush-Far was obliged to pay interest of 10% per annum in equal interest payments of \$ 1,467 per month. Page 4 of "FA-1" is a copy of Mr Dariush-Far's email dated 9 March 2020 to Mr Afkhami that the amounts referred to in the loan agreement were to be read as Australian dollars because the loan is in Australia therefore for their agreement to be legally binding.
43. Mr Afkhami also adduced into evidence a copy of a second loan agreement, dated 9 March 2020 between Mr Afkhami as "Lender" and Mr Dariush-Far as "Borrower" for the loan of AUD \$191,802,96 [Exhibit C1 – pages 6 and 7 of "FA-1"]. However, only Mr Dariush-Far signed this agreement; it was not signed by Mr Afkhami.
44. Given that Mr Dariush-Far has repaid AUD \$260,000 to Mr Afkhami, I infer and find that the AUD \$170,000 lent under the loan agreement dated 30 January 2020 has been fully repaid. There is no interest payable, therefore, under that loan agreement.
45. As for a second loan agreement, there is no evidence that Mr Afkhami signed the loan agreement dated 9 March 2020 therefore the interest provided for in that agreement does not apply. There is reference to payment of interest in the emails

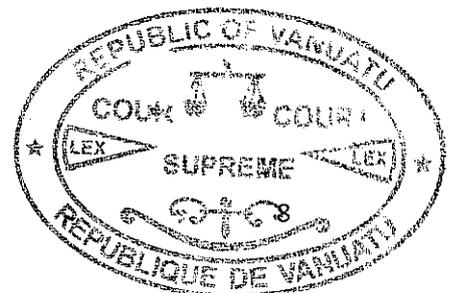


in **Exhibit C2** [pages 2-13 of "FA-2"] but no mention of what the interest rate is. I cannot make a finding as to what interest rate the parties agreed on.

46. Accordingly, I find that interest is not payable.
47. Was there security for the loan and monies owed to Mr Afkhami from rental income from Mr Dariush-Far's house income?
48. Mr Afkhami also alleged that Mr Dariush-Far offered his house at Devils Point Road as security for the loan agreement and that any income from the house from that date would belong to Mr Afkhami. In addition, that in accordance with Mr Dariush-Far's offer of his Devils Point Road house as security for the loan, Mr Afkhami rented the property out at AUD \$3,500 per month until July 2020, however the monies promised amounting to AUD \$14,000.00 were never remitted to Mr Afkhami.
49. In **Exhibit C1**, Mr Afkhami adduced into evidence a copy of an email dated 24 February 2020 with Mr Dariush-Far discussing the latter's house as security for the loan [page 5 of "FA-1"]. The same email is in **Exhibit C2** [page 8 of "FA-2"]. In the email between the parties dated 15 April 2020, Mr Afkhami referred to a "security bond over my loan account" and for Mr Dariush-Far to get his solicitor to get him a contract and such security bond over his loan account.
50. However, there is no provision in the parties' written loan agreement dated 30 January 2020 for security for the loan, in the form of Mr Dariush-Far's house at Devils Point Road or otherwise. There is also no evidence that the parties ever amended the loan agreement dated 30 January 2020 to provide for security for the loan. There is no evidence that the parties executed another written agreement providing for security for the loan, including that Mr Dariush-Far's house at Devils Point Road be security for the loan.
51. Accordingly, I am unable to find that Mr Dariush-Far's house at Devils Point Road was security for the loan, or that Mr Afkhami was entitled to any income from that property.

*Whether Mr Afkhami is owed monies for services rendered managing Mr Dariush-Far's business interests*

52. It is alleged in the Claim that on or about November 2019, Mr Dariush-Far asked Mr Afkhami to manage his business interests in Port Vila from 7 November 2019

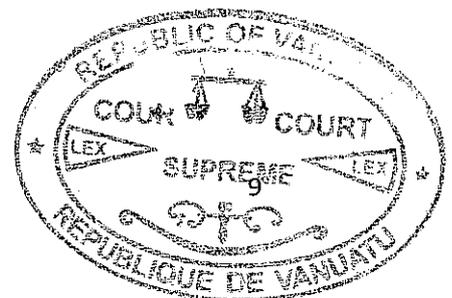


to 1 July 2020, for AUD \$2,500.00 per month, and that Mr Afkhami did so but has not been paid for those services. He is claiming payment of AUD \$19,375.00.

53. In **Exhibit C1**, Mr Afkhami simply repeated what he alleged in the Claim.
54. In cross-examination, Mr Afkhami stated that he worked for Mr Dariush-Far from 7 November 2019 to 1 July 2020 under an oral contract and that he would be paid a salary of \$2,500 per month. However, he has not yet been paid as Mr Dariush-Far told him he must be patient. He stated that he looked after Mr Dariush-Far's accommodation, made payment to his gardener, looked after his car, sold his car parts, sold his buses and sold his building materials. In addition, that he lived in Mr Dariush-Far's house which was security for their loan agreement.
55. In all of the Claimant's evidence, there is no evidence of a written agreement for services between the parties. In cross-examination, Mr Afkhami said that the parties had an oral contract that he would manage Mr Dariush-Far's business interests. However, he has not particularised in the Claim nor given any evidence of the circumstances and how Mr Dariush-Far asked him to manage his business interests in Port Vila and his acceptance (if such occurred).
56. In **Exhibit D1**, Mr Dariush-Far deposed that in November 2019, a Mr Asasi commenced managing his project at Devils Point Road. He does not give any evidence that he asked and that Mr Afkhami agreed that he (Mr Afkhami) would manage Mr Dariush-Far's business interests in Port Vila from November 2019 to July 2020.
57. Accordingly, I find that Mr Afkhami has not proved on the balance of probabilities this aspect of the Claim for claimed monies for services managing Mr Dariush-Far's business interests.

*Whether or not Mr Afkhami is owed money for paying for vehicle repairs on Mr Dariush-Far's behalf*

58. It is alleged in the Claim that in the course of carrying out services for Mr Dariush-Far, that Mr Afkhami paid for vehicle repairs on Mr Dariush-Far's behalf.
59. In **Exhibit C1**, Mr Afkhami adduced into evidence copy of a receipt from Tech Auto Service dated 25 February 2020 which he says shows that he paid VT40,240 in vehicle repairs on Mr Dariush-Far's behalf [page 1 of "FA-1"]. However, the receipt for VT40,240 is made out to Mr Dariush-Far whereas also shown on the same page is a breakdown of the work performed by the mechanics but the



amount charged is VT26,372. Then underneath that in hand-writing is a notation, "Paid by Mr Franko... Vanuatu Island Travel." It is unclear that if Mr Afkhami paid one of the two amounts, which one he paid.

60. In **Exhibit C2**, Mr Afkhami relied on three receipts and correspondence to show that he paid for vehicle repairs on Mr Dariush-Far's behalf [pages 18-21 of "FA-2"]. However, only Mr Dariush-Far's name appears on those receipts. Mr Afkhami's name does not appear on the receipts. The correspondence is to the effect that Mr Afkhami would ensure that a vehicle belonging to Mr Dariush-Far would be taken to the mechanics. None of this amounts to evidence that Mr Afkhami paid for these vehicle repairs on Mr Dariush-Far's behalf.
61. For the foregoing reasons, this aspect of the Claim also fails.
62. Mr Afkhami has failed to prove the Claim on the balance of probabilities.

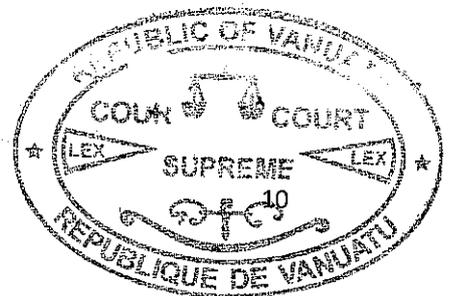
*Whether or not Mr Dariush-Far has proved the matters alleged in the Counter Claim*

63. The matters pleaded in the Counter Claim are as follows:

1.	Seizing the defendant 3 buses for a period of 40 months	VT18,000,000
2.	Legal cost to defend 2 previous claims and withdrawing them	VT1,300,000
3.	Filing a defamation claim which is now proven was fiction and damages and hurt caused by that claim	VT2,500,000
4.	Selling spare parts from seized buses	VT1,800,000
5.	Damages hurt by filing fabricated claims during the last 5 years	VT20,000,000
6.	For loss of bookings due to Frankos making fake bookings	VT800,000
7.	Interest 6%	

*TOTAL COUNTER CLAIM: VT44,800,000 plus interest any further cost & expenses the court sees fit.*

64. In Defence to the Counter Claim, Mr Afkhami alleged that the matter of the seizure of the 3 buses was subject to a proceeding between Mr Dariush-Far and Manono Motors in or about March 2020. This is set out in **Exhibit D1**. However, Mr Dariush-Far has not shown how the sum of VT18,000,000 was calculated and arrived at nor is there any evidence to substantiate the VT18,000,000 damages award sought for seizure of 3 buses.
65. Similarly, Mr Dariush-Far has not shown how the sum of VT1,800,000 was calculated and arrived at nor is there any evidence to substantiate the VT1,800,000 damages award sought for selling spare parts from seized buses.

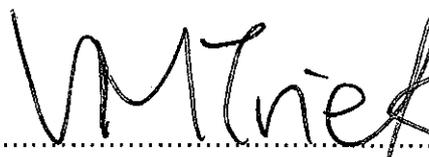


66. Both of these aspects of the Counter Claim fail.
67. As for the claimed legal cost to defend two previous claims and withdrawing them, such costs must be sought in the matter in which they were incurred. They cannot be claimed in a separate proceeding, as Mr Dariush-Far is attempting to do in the present case through the Counter Claim. This aspect of the Counter Claim fails.
68. There is no cause of action pleaded for which the relief, if proved, would be damages for filing a defamation claim which is now proven was fiction and damages and hurt caused by that claim. Even if such a cause of action was pleaded, there is no evidence to justify the award of VT2,500,000 damages sought.
69. There is also no evidence to justify the VT20,000,000 damages sought for filing fabricated claims during the last 5 years, or for the VT800,000 sought for loss of bookings due to Mr Afkhami making fake bookings. These aspects of the Counter Claim also fail.
70. For the reasons given, Mr Dariush-Far has failed to prove the Counter Claim on the balance of probabilities.

F. Result and Decision

71. The Defendant's Application to Dismiss Claim for Defexation filed on 8 August 2025 is **declined and dismissed**.
72. The Claim is **dismissed**.
73. The Counter Claim is **dismissed**.
74. Costs are to lie where they fall.

DATED at Port Vila this 2<sup>nd</sup> day of March, 2026  
BY THE COURT

  
Justice Viran Molisa Trief

