

BETWEEN: ARISTIDE WAKERET
Claimant

AND: SABY NATONGA
Defendant

Date of Hearing: : 20 February 2026
Before: Hon. Chief Justice Vincent Lunabek
Counsel: Mr. S. Tari Joel for the Claimant
Mr. E. Nalyal for the Defendant
Decision: 20 February 2026
Date of reasons: 13 March 2026

Reasons for refusing the application for urgent interlocutory orders

Introduction

1. An urgent application for interlocutory injunctions was listed for hearing on 20 February 2026 at 2:45 pm in the afternoon.
2. The claimant, Aristide Wakeret, representing Family Wakeret C/- Second Lagoon area, Port Vila, Efate, in the Republic of Vanuatu, applied, among other relief, that the defendant, his family, servants and agents be restrained from further harassment, threatening and attempts to forcibly remove from, interference with the applicant's possession and residence on the Second Lagoon Lease title no. 12/0912/338 until full and proper determination of the claim by the court.
3. On 20 February 2026, upon hearing Counsel and upon perusing the application for urgent interlocutory orders, the sworn statement filed in support and the substantive claim, I refused to grant the urgent restraining orders sought in the application by the applicant (claimant). I set the management hearing for the claim on 13 March 2026 at 8:30 am. I indicated to Counsel that I will provide the reasons for the refusal to grant the restraining orders.
4. What follow are the reasons for refusing to grant the restraining orders sought on 22 January 2026.

Background

5. A claim was filed on 16 January 2026 seeking, among other relief for: -
 - a) An order declaring that the claimants have equitable, and section 17 (g) of the Land Leases Act [CAP 163] unregistered rights to remain on the lease title no. 12/0912/338 until they are compensated.
 - b) An order for compensation to be assessed but claimed at 8,273,640 vatu; and
 - c) Costs on a standard basis.
6. On 22 January 2026, the claimant/applicant filed an urgent application for interlocutory orders seeking orders referred to above; and filed a sworn statement in support on the same date.
7. The Applicant also filed a sworn statement of urgency and an undertaking as to damage both on 30 January 2026.

Hearing and consideration

8. I proceeded with the hearing of the application based on Rules 7.2 of the Civil Procedure Rules (CPR) as the application was filed during the proceedings after the claim was filed.
9. The applicants say they have been living on a piece of land at the Second Lagoon area in Port Vila since 1985, with the permission of the chief of Eratap and the Catholic Mission who are the alienators of the said land. They have entered, developed and constructed Kava Nakamal businesses and small goods shops on the said land.
10. In the year 2000, one Joseph Obed of Erakor Village, Efate registered a lease title no. 12/0912/338 over that land. Joseph Obed was the lessee of the land in 2000.
11. Sometimes in 2010, Joseph Obed notified the applicant and his family with a demand to vacate the said leased land. The applicants through the Public Solicitor office wrote a letter to Mr. Joseph Obed in reply dated 19 February 2010 demanded that they be compensated for their 23 years development and residence on that land before they vacate the lease title no. 12/0912/338.
12. The said lease title no. 12/0912/338 was transferred to the defendant in or about 2015.
13. The defendant, Saby Natonga, filed a sworn statement on 20 February 2026 attesting that he owns the land that is the subject of this case. This lease title number is

12/0912/338. He attached to his sworn statement a copy of the transfer of lease title 12/0912/338 from Obed Joseph (as Transferor to him, Natonga Saby, as Transferee). The transfer of that lease to him was registered on 22 December 2015 with a consideration value of Vt 850,000.

14. On 28 November 2025, the defendant gave the applicant and his family a written notice to vacate the lease property tile no. 12/0912/338. The applicants responded to claiming compensation before they could vacate the leased land in a letter to the defendant dated 10 December 2025.
15. In January 2026, the defendant took steps, constructed a barb wire fence around parts of the said leasehold property and put up a no trespass notice on the land and to remove the applicant and his family from the said lease.
16. The actions of the defendant prompted the claimant to file a claim and the urgent application for interlocutory orders on 16 January 2026 and 22 January 2026 respectively.
17. The applicant says he has assessed his equitable rights and those of his family under section 17 (g) of the Land Leases Act CAP 163 to be: -
 - a) Assessment by property valuation dated 12 December 2025 at Vt 7,200,000; and
 - b) Assessment of Agricultural crops on 16 December 2025 at Vt 1,073,640.
18. The nature of the claim is for compensation said to be assessed but claimed on Vt 8,273,640.
19. The purpose of the claimants' urgent application for interlocutory orders is to remain on the leased land until compensated, but not for a section 17(g) right under the Land Leases Act [CAP 163].
20. Whether the claimants are entitled to a section 17(g) right is yet to be seen and considered, but the claimants seemed to use that purported right of section 17 (g) to evaluate and assess the amount of compensation for their occupation and development of the said leased land (despite the fact that they were given notices of demand to vacate the leased property in February 2010 and November 2025).
21. It is noted that the claimants entered the said land in 1985 with the permission of chief of Eratap and the Catholic Mission as alienators.
22. But then, in the year 2000, the land that the claimants entered and lived on in 1985, was the subject of a lease creation title 12/0912/ 388 and registered in the name of one Joseph Obed as lessee. On 19 February 2010, Mr. Joseph Obed issued a notice of demand to the claimants to vacate the said leased land title 12/0912/388. Since

2010, the claimants, despite the notice to vacate the said lease, remained on the said land property. The claimants stated that they must be compensated for their 23 years' development and residence on that leased land before they vacated it. The claimants continued to live on that land.

23. The said lease was, then, transferred to and registered in the name of the Defendant on 22 December 2015. On 28 November 2025, the defendant issued a notice of demand to the claimants to vacate the leased property title 12/0912/388. The claimants responded they could not vacate the land until they are compensated.
24. Finally, due to the defendant's pressing actions in January 2026, the claimants applied, among other matters, that the defendant, his family, servants and agents to be restrained from further attempts to forcibly remove from interference with the claimants' possession and residence on the Second Lagoon lease title 12/0912/388 until full and proper determination of their claim (for compensation).
25. I heard, considered the application and I refused to grant it in the circumstances of the present case. The circumstances of this case constitute a wrong basis for a Court to grant an interlocutory injunction against a bona fide lessee or a bona fide lease transferee. An interlocutory order must, as a general principal of law, relate to, and arise from the substantive cause of action (the main relief sought in the claim). It is not an independent action but rather an ancillary or incidental measure taken during the pendency of a case to protect a subject matter (the res) or facilitate the ultimate adjudication of the parties' rights.
26. I take it that the restraining order sought in this case does not have a nexus to the substantive issue of compensation in the claim, it cannot be considered a valid interlocutory order in the proceeding. These are the reasons for refusing the application for urgent interlocutory orders made on 27 February 2026. I made no order for costs.

Dated at Port Vila, this 13 March 2026

BY THE COURT

Hon. Chief Justice Vincent Lunabek

