

IN THE HIGH COURT OF FIJI

AT SUVA

CIVIL JURISDICTION

Civil Action No. HBC 146 of 2009

BETWEEN : NATADOLA BAY RESORTS LIMITED a limited liability company having its registered office at 33 Ellery Street, 4th Floor Plaza 2, FNPF Boulevard, Suva.

PLAINTIFF

AND : DBI DESIGN PTY LIMITED a limited liability company having its registered office at Level 5, 46 Cavill Avenue, Surfers Paradise Queensland 4217 (No: CAN 097 951 007).

DEFENDANT

AND : BURCHILL VDM PTY LIMITED having its registered office at Fortescue House, Level 1, 30 Terrace Road, East Perth WA 6004.

THIRD PARTY

AND : ENGINEERED DESIGNS LIMITED a duly incorporated company having its registered office at C/o G. W. Whiteside & Co., 211 Ratu Sukuna Road, Suva.

FOURTH PARTY

BEFORE : Master Vishwa Datt Sharma

COUNSEL : Mr. A. K. Narayan for the Plaintiff- (Not Present).
Mr. Filipe for the Defendant.
Mr. Peter Knight for the Third Party.
Mr. Vinit Singh for the Fourth Party.

Date of Hearing: 20th February, 2016

Date of Ruling : 14th April, 2016

RULING

(Application by the Fourth Party that the Third Party be ordered to pay security for costs pursuant to Order 23 R 1 of the High Court Rules, 1988 and the inherent jurisdiction of this Honourable Court.)

A. INTRODUCTION

1. The **Fourth Party** filed a **Summons** together with an **Affidavit In Support** on 17th March, 2015 and sought for the following **Orders** against the **Third Party** to this proceedings-
 - (i) That the **Third Party** provide security for costs in an amount to be determined by the court;
 - (ii) That the proceedings against the **Fourth Party** be stayed until the **Third Party** provides the security for costs ordered to be provided by it;
 - (iii) That the costs of this application be paid by the **Third Party**; and
 - (iv) Such further or other orders as to the Court seems fit.
2. The application was made pursuant to *Order 23 rule.1 of the High Court Rules, 1988 and the inherent jurisdiction of this Honourable court.*
3. The **Third Party** filed and served an Affidavit in Opposition to the **Fourth Party's** application.
4. The **Third** and **Fourth Party's** furnished court with their written submissions.

B. BACKGROUND TO THIS CASE

5. The **Plaintiff** claims as it can be ascertained from the Statement of Claim, is a claim for damages arising out of an alleged breach of contract and/or for negligence in the construction of the Intercontinental Fiji Golf Resort and Spa at Natadola.
6. By a **Third Party** Notice dated 21st October, 2011 and a statement of claim dated 23rd January, 2012, the Defendant has claimed against the **Third Party** for damages or contribution to the full extent of any liability of the Defendant by the Plaintiff.
7. By a **Fourth Party** Notice dated 30th July, 2012, the **Third Party** has claimed against the **Fourth Party** for Damages or contributions to the full extent of any liability of the **Third Party** to the Defendant.
8. From this, it is apparent that the **Third Party** will only be pursuing its claim against the **Fourth Party** if the Plaintiff's claim against the Defendant is successful and if the Defendant's claim against the **third Party** is successful.
9. The Plaintiff has failed to prosecute its claim with any urgency, the last step it took being in June, 2011 when it filed its List of Documents.

C. THE LAW

10. *Security for costs of action, etc. (O.23, r.1)*

1. (1) *Where, on the application of a defendant to an action or other proceeding in the High Court, it appears to the Court -*

- (a) that the plaintiff is ordinarily resident out of the jurisdiction, or
- (b) *that the plaintiff (not being a plaintiff who is suing in a representative capacity) is a nominal plaintiff who is suing for the benefit of some other person and that there is reason to believe that he will be unable to pay the costs of the defendant if ordered to do so, or*
- (c) *subject to paragraph (2), that the plaintiff's address is not stated in the writ or other originating process or is incorrectly stated therein, or*
- (d) *that the plaintiff has changed his address during the course of the proceedings with a view to evading the consequences of the litigation,*

then if, having regard to all the circumstances of the case, the Court thinks it just to do so, it may order the plaintiff to give such security for the defendant's costs of the action or other proceeding as _____ it _____ thinks _____ just.

(2) *The court shall not require a plaintiff to give security by reason only of paragraph (1) (c) if he satisfies the Court that the failure to state his address or the mis-statement thereof was made innocently and without intention _____ to _____ deceive.*

(3) *The references in the foregoing paragraphs to a plaintiff and a defendant shall be construed as references to the person (howsoever described on the record) who is in the position of plaintiff or defendant, as the case may be, in the proceeding in question, including a proceeding on a counterclaim.*

(In this case security for costs sought by the Fourth Party against the Third Party)

D. ANALYSIS and DETERMINATION

- 11. This is an **application** by the **Fourth Party** in terms of a **Summons** seeking an order for **security for costs** to be made against the **Third Party** on the **ground** that the **Third Party** is **ordinarily resident out of the jurisdiction**.
- 12. It is appropriate that the parties to this proceeding must understand what is meant by **security for costs**.
- 13. **Security for costs** is a common law legal concept of application only in costs jurisdictions, and is an order sought from a court in litigation. The general rule in costs jurisdiction is that "costs follow the event". In other words, the loser in legal proceedings must pay the legal costs of the successful party. Where a defendant (**Fourth Party**) has a reasonable apprehension that its legal costs will not be paid for by the Plaintiff (In **this**

case **Third Party**) if the defendant (**Fourth Party in this case**) is successful, the defendant (**Fourth Party**) can apply to the court for an order that the plaintiff (**Third Party in this case**) provide security for costs to the Fourth Party. (*Emphasis added*).

14. In the present case, the **Third Party** has admitted and confirmed in the Affidavit in Opposition sworn by Jane Elizabeth O' Neill that **Burchill VDM PTY Limited** (Third Party) is a Company incorporated in Australia and has its registered office at Fortescue House, Level 1, 30 Terrace Road, East Perth WA 6004.
15. The **Third Party** opposes the application for security for costs but the Counsel representing submitted to court at the hearing that if the court is minded to make an order for security for costs against the Third Party, the question arises as to the amount of security to be ordered. In the affidavit of Vijay Krishnan, he deposes that he believes that the cost to the Fourth Party will be no less than \$113,500 but no basis for this figure is laid. If any order is to be made at this stage, the sum ordered should be modest. It is also open for the Fourth Party to make a further application for security for costs at a later stage if it feels it is appropriate to do so.
16. The fundamental principle is the right of a litigant to pursue and enforce rights in the courts. The court must have a concern to achieve a balance between ensuring that adequate and fair protection is provided to the Defendant (**Fourth Party in this case**), and avoiding injustice to an impecunious Plaintiff (**Third Party in this case**) by unnecessarily shutting it out or prejudicing it in the conduct of the proceedings. (*Case of Idoport Pty Ltd v National Australia Bank Ltd [2000] NSWLR 598 refers*). (*Emphasis added*)
17. Therefore, it follows that the discretion lies with the Court to order the **Third Party** to give security for the **Fourth Party's costs** of this action only after the Court has given due regards to all the circumstances of the case.
18. There is no hard and fast rule that security for cost should be ordered when the Plaintiff (**In this case Third Party**) is ordinarily resident outside the jurisdiction. Hence it is not desirable to award security for cost solely on the ground of Plaintiff (**In this case Third Party**) being a resident in another jurisdiction. Court must consider other facts incidental to the proceedings. (*Emphasis added*).
19. Reference is made to the *White Book (1999) at page 429 - 430 (23/3/3)* which states as follows;

"Discretionarily power to order security for costs (rr1- 3) The main and most important change effected by this Order concerns the nature of the discretion of the Court on whether to order security for costs to be given. Rule 1(1) provides that the Court may order security for costs 'if, having regard to all the circumstances of the case, the Court thinks it just to do so'. These words have the effect of conferring upon the Court a real discretion, and indeed the Court is bound, by virtue thereof to consider the circumstances of each case, and in the light thereof to determine whether and to what extent or for what amount a Plaintiff (or the Defendant

as the case may be) may be ordered to provide **security for costs**. It is no longer, for example, and inflexible or rigid rule that Plaintiff resident abroad should provide security for costs. In particular, the former order 65 r 68 which had provided that the power to require a Plaintiff resident abroad, suing on a judgment or order or on a bill of exchange or other negotiable instrument, to give **security for cost** was to be in the discretion of the Court, has been preserved and extended to all cases by r.1 (1).

20. Further, a passage from **Sir Nicolas Brown Wilkinson VC** as reported in the case of **Porzelack K.G v. Porzeluck (UK) Ltd [1987] 1 W.L.R 420 at 422, 423** is of much importance to the present case. Therein it was stated as follows-

'The purpose of ordering security for costs against a plaintiff ordinarily resident outside the jurisdiction is to ensure that a successful defendant will have a fund available within the jurisdiction of this court against which it can enforce the judgment for costs. It is not, in the ordinary case, in any sense designed to provide a defendant with security for costs against a plaintiff who lacks funds. The risk of defending a case brought by a penurious is as applicable to plaintiffs coming from outside the jurisdiction as it is to plaintiff's resident within the jurisdiction. There is only one exception to that, so far as I know, namely, in the case of limited companies, where there are provisions under the Companies Act for security for costs.'

Further, where the plaintiff resident outside the jurisdiction is a foreign limited company, different factors may apply: see DSQ Property Co. Ltd. v. Lotus Cars Ltd. [1987] 1W.L.R. 127. Under the R.S.C., Order 23, rule 1 (1) (a), it seems to me that I have entirely general discretion either to award or refuse security, having regard to all the circumstance of the case. However, it is clear on the authorities that, if other matters are equal, it is normally just to exercise that discretion by ordering security against a non-resident plaintiff. The question is what, in all the circumstance of the case, is the just answer.'

21. The court also needs to take into consideration the following **general principles and guidelines** relevant to the exercise of the court's discretion as reported by **Lord Denning** in **Sir Lidsy Parkinson & Co Ltd. v. Farriplan Ltd [1973] 2 A.E.R. 273 at 285-286** which is of great assistance in the present case before me.

'If there is a reason to believe that the company cannot pay the costs, then security may be ordered, but not must be ordered. The court has a discretion which it will exercise. The court has a discretion which it will exercise considering all the circumstances of the particular case. So I turn to consider the circumstances. Counsel for Triplan helpfully suggests some of the matters which the court might take into account, such as whether the company's claim is bona fide and not a sham and whether the company has a reasonably good prospect of success. Again it will consider whether there is an admission by the defendants on the pleadings or elsewhere that money is due. If there was a payment into court of a substantial sum of money (not merely a payment into court to get rid of a nuisance claim), that too would count. The court might also consider whether the application for security was being used oppressively-so as to trey and stifle a genuine claim. It would also consider whether the company' want of means has been brought about by any conduct by the defendants, such as delay in payment or delay in doing their part of the work.

22. The relevant factors reflected in the abovementioned case that needs to be taken into account in exercising the discretion cannot be stated exhaustively and will vary from case to case. Therefore, it will be grouped under the following headings-

(i) *The impecuniosity of the Third Party*

The court must first consider the threshold question of whether there is credible testimony to establish that the Plaintiff (**In this case Third Party**) will be unable to pay the Defendant (**In this case Fourth Party's**) costs if the Plaintiff (**Third Party**) is ultimately successful.

However, once the Plaintiff (**Third Party**) has led credible evidence of impecuniosity, an evidentiary onus falls on the Defendant (**Fourth Party**) to satisfy the court that, taking into account all relevant factors, the court's discretion should be exercised by either refusing to order security or by ordering security in a lesser amount than that sought by the Defendant (**Fourth Party**) against the Plaintiff (**Third Party**). In other words, proof of the unsatisfactory financial position of the Plaintiff (**Third Party**) 'triggers' the court's discretion. (*Case of fiduciary Ltd v Morningstar Research Pty Ltd* (2004) 208 ALR 564 refers). (*Emphasis added*).

On the outset, the **Fourth Party** has not furnished court with itemized bill of cost believed to be no less than \$113,500 as to the probable cost they will incur.

Firstly, the **Third Party** has admitted and the **Fourth Party** has established that the **Third Party** is Resident in East Perth in Australia.

Secondly, there is evidence from Fourth party that the **Third Party** does not have any assets within Fiji Jurisdiction that may be utilized to recover costs if the **Third Party** loses the case.

Thirdly, the **Third Party** has made it clear in paragraphs 4.8 and 4.9 of his written submissions that any orders for costs against the Third Party made by this Court is enforceable in Australia under the provisions of the Foreign Judgments Act 1991 (Cth) and states that this is a relatively simple and inexpensive exercise. The counsel further stated that Security need not be ordered where legislation makes it possible to enforce the judgment of the court outside the jurisdiction: *Raeburn v Andrews* (1874) L.R. 9 Q.B. 118; *Re Howe Machine Co., Fountaines's Case* (1889) 41 Ch.D. 118.

In any event, the **fundamental principle** is the **right of a litigant to pursue and enforce rights** in the courts. Any party to the proceedings should not be shut out from prosecuting or defending its own case.

(ii) The bona fides of the claim

Whether the claim is bona fide or a sham is a relevant consideration, and the court will take into account the motivation of a Plaintiff in bringing the proceedings. For example, unsatisfactory pleading, or a vexatious claim, particularly where the Plaintiff is self-represented with 'abundant time' to pursue incessant and numerous applications. (*Case of Lall v 53-55 Hall Street Pty Ltd [1978] 1 NSWLR 310 refers*).

It is noted herein that the **Third Party** raised in his submissions at paragraph 4 that because of the failure of the **Plaintiff to prosecute** its case, it is unclear if the **Plaintiff** is proceeding with its claim and, if it is, when the matter is likely to come on for trial. It was submitted that the application by the **Fourth Party** for security for costs is premature and that if it wants to pursue its application, it will be more appropriate if it brings its application when the **Plaintiff** takes its next step in prosecuting its claim. If an order for security for costs is made now, the **Third Party's** funds may be tied up in Court indefinitely through no fault of the **Third Party**.

The **Fourth Party** submitted that the **Plaintiff** and the **Defendant** have actively started to take steps to proceed to trial and **discovery** by all parties has been completed.

The Plaintiff's cause of action as it can be ascertained from the Statement of Claim against the Defendant is that of Breach of contract and/or for negligence in the construction of the Intercontinental Fiji Golf Resort and Spa at Nataadola.

The claim for **security for costs** is by the **Fourth Party** against the **Third Party**. The **Fourth Party's** liability will only arise if the **Plaintiff** succeeds against the **Defendant** and the **Defendant** succeeds against the **Third Party**. If both the **Plaintiff** and the **Defendant** succeed in their claims, it may be said that the **Third Party** is likely to succeed against the **Fourth Party**.

However, to this, the court is of the view that it should not delve itself prematurely into the merits of the case at this stage of the case, rather deal with the pending issue of the security for costs made by the **Fourth Party** against the **Third Party**.

(iii) The stultification factor

Where the effect of an order for security would be to stifle or end the Plaintiff's claim, this is an important consideration to be weighed, particularly in light of

the poverty rule. (*Case of fiduciary Ltd v Morningstar Research Pty Ltd* (2004) 208 ALR 564 refers).

It is appropriate to examine whether the impecunious Plaintiff (In this case Third Party) is, in reality, the Defender in the proceedings, and not the attacker. It is also appropriate to look behind the actual litigant to examine the means of others who stand to benefit from the litigation.

The exercise of the power to order security for costs is a balancing process, requiring the doing of justice between the parties to the proceedings.

(iv) *The prospects of success of the claim*

A consideration of the Plaintiff's prospects of success is an important element of balancing justice between the parties. However, care needs to be exercised when assessing the proportionate strength of the cases of the parties at the early stages of proceedings. (*Case of fiduciary Ltd v Morningstar Research Pty Ltd* (2004) 208 ALR 564 refers).

As a general rule, where a claim is prima facie regular on its face and discloses a cause of action, then in the absence of evidence to the contrary, the court should proceed on the basis that the claim is bona fide and has reasonable prospects of success. (*Case of KP Cable Investments Pty Ltd v Meltglow Pty Ltd* (1995) 56 FCR 189 refers).

At this stage of the proceedings the court should proceed on the basis that the claim is bona fide and has reasonable prospects of success but the proceedings is still in its early stages.

(v) *The causation factor*

Where the Plaintiff's lack of funds has been caused or contributed to by the Defendant, the court will take this consideration into account. This has been the "causation" factor: (*Case of fiduciary Ltd v Morningstar Research Pty Ltd* (2004) 208 ALR 564 refers).

However, the Counsel for the Third Party submitted that any orders for costs against the Third Party made by this Court is enforceable in Australia under the provisions of the Foreign Judgments Act 1991 (Cth) and states that this is a relatively simple and inexpensive exercise. The counsel further stated that Security need not be ordered where legislation makes it possible to enforce the judgment of the court outside the jurisdiction.

It was said that in determining the causation factor it is not appropriate to have some regard to the apparent strength of the case.

(vi) Foreign Plaintiffs

Where a Plaintiff (**In this case Third Party**) is ordinarily resident overseas and has no assets in the jurisdiction, there must be weighty reasons why an order for security for costs should not be made. A Defendant (**In this case Fourth Party**) is not expected to bear the uncertainty of enforcement in a foreign country. The difficulty in enforcing an order for costs overseas against a non-resident Plaintiff (Third Party) will usually be sufficient to ground an order, especially where there is no reciprocal right of enforcement in the relevant foreign jurisdiction. But in this case it has been stated otherwise that any order for costs against the Third Party made by this court is enforceable in Australia under the provisions of the Foreign Judgments Act 1991 (Cht).

(vii) Delay

Application for security should be brought promptly and delay by a Party to the proceedings is a relevant factor in the exercise of the discretion. However, the passage of time is but a factor to be taken into account in the balancing exercise. The delay must be weighed in terms of prejudice and factors that have led to the delay.

In this case the **Plaintiff** commenced proceedings on 14th June, 2009 only against the **Defendant**. The **Defendant** subsequently, on 26th September, 2011, made an application to join **Burchill VDM Pty Limited** as the **Third Party** to this proceeding. Thereafter on 04th July, 2012, the **Third Party** made a further application to join **Engineered Designs Limited** as the **Fourth Party** to this proceeding. The **Fourth Party** filed an application against the **Third Party** seeking **security for costs** on 17th March, 2015, some three (3) years later after being joined as **Third Party** to the proceedings.

23. The purpose of the rule and the prima facie presumption in favour of ordering **security for costs** has been recognized and applied in Fiji. In this Court in Furuuchi Suisan Company Ltd v Tokuhisa [2009] FJHC 194; Civil Action 95. 2009 (9 September 2009), Byrne J said –

"31.0. The first case I mention is *Porzelack (UK) Ltd, (1987), 1 All ER 1074* where Sir Nicolas Browne Wilkinson V.C. said at p. 1076: The purpose of ordering security for costs against a plaintiff ordinarily resident outside the jurisdiction is to ensure that a successful defendant will have a fund available within the jurisdiction of this court against which it can endorse the judgment for costs. It is not, in the ordinary case, in any sense designed to provide a defendant with security for costs against a plaintiff who lacks funds. The risk of defending a case brought by a penurious plaintiff is as applicable to plaintiffs coming from outside the jurisdiction as it is to plaintiff's residents within the jurisdiction.

"Under Order 23, r1 (1) (a) it seems to me that I have an entirely general discretion either to award or refuse security, having regard to all the circumstances of the case. However, it is clear on the authorities that, if other matters are equal, it is normally just to exercise that discretion by ordering security against a non-resident plaintiff. The question is what, in all the circumstances of the case, is the just answer."

24. The rationale was also described in Sharma v Registrar of Titles [2007] FJHC 118, HBC 351. 2001 (13 July 2007), where Master Udit elaborated further –

"[3] The aforementioned rule, vests the court with an unfettered discretion to order security for costs. All this rule entails to protect is the risks to which an applicant may be exposed to for recovering of costs in a foreign jurisdiction. The quantum of costs comparatively in Fiji is not relatively high although fairly substantive within the jurisdiction which is worth recovering. Execution of costs abroad where the litigation costs are much higher will render the exercise as wholly uneconomical. Be that as it may, ultimately the issue is not that the respondent will not have the assets or money to pay the costs or that the law of the foreign party's country not recognizing an order of our court, and/or enforcement of costs order even be it under any legislation similar to our Reciprocal Enforcement of Judgments Act, (Cap 39), but it is also the extra steps which will be needed to enforce any such judgment outside the jurisdiction. Indeed, it will not be an irrefutable presumption to infer that an extra burden in terms of costs and delay, compared with the equivalent steps that could be taken in Fiji, will be an inevitable corollary. The obvious expenditure which comes to my mind is the engagement of an attorney and the conundrum of registering an order in the foreign jurisdiction before it can be enforced."

25. It can be ascertained from the court file that the pleadings have somewhat reached the conclusion stage pending the filing of the copy pleadings and the Order 34 summons to enter the action for trial. The Plaintiff has filed his intention to proceed with the case on 02nd June, 2014 but no further cause was taken to ensure that the pleadings are completed since he has instituted this proceeding and has the prosecution of the same. The substantive matter came at a standstill after filing of the Notice of Intention to Proceed. Consequently, the Fourth Party after being joined as a Party to this proceeding on 17th March, 2015 thought fit to file an application for security for costs against the Third Party.
26. The Plaintiff has not attended to the next cause of action order to pursue the case further. The Plaintiff cannot just delay the prosecution of his case because of the pending application for security for cost by the Fourth Party. If the Plaintiff is at all serious about his claim, then he should have taken due diligence with the prosecution of the same rather than await the outcome of this interlocutory application within this case. The security for costs is sought against the Third Party and not the Plaintiff. Further, there is no evidence before me to show that the delay by the Plaintiff is caused for the future conduct of this action by the Plaintiff because of the impending application for security for cost.
27. The security for cost is rather ordered to secure the Fourth Party's stand in an event of the eventual success of his claim. The security for cost sought by the Fourth Party in

anticipation up to the conclusion of the case to meet the cost, if the eventual claim succeeds, is exorbitant in nature.

28. The court can order security for cost up to a particular stage of the proceedings. A further application will be required after passing that stage of the trial. The Fourth Party will be at liberty to make a decision whether a further application for security of costs will be necessitated having regards to all the circumstances of this case. Bearing in mind the present status quo of this case, it cannot be said how the case will be handled by the parties hereafter, including the Plaintiff who has the prosecution of this case and must ensure to conclude the litigation eventually at some stage.
29. Considering the above rational and the circumstance of the case, I will order a security for costs against the Third Party, **BURCHILL VDM PTY LIMITED** in the sum of **\$12,000**. This amount to be deposited into the Chief Registrar's interest bearing account in the High Court at Suva. Further, the Third Party is directed to remit the said sum within 28 days from today. If the money is not deposited within 28 days as directed herein, the Fourth Party will be at liberty to make any appropriate application to the court in the circumstances, accordingly.

E. **CONCLUSION**

30. Taking into consideration the above rational, I will accede to the Fourth Defendant's application to order security for costs in the sum of \$12,000.00 against the Third Party.
31. The **Third Party** is directed to remit the abovementioned sum within 28 days from today. If the money is not deposited within 28 days into the Chief Registrar's interest bearing account, then the **Fourth Party** is at liberty to make any appropriate application that befits the circumstances, accordingly.
32. That the proceedings against the **Fourth Party** will not be stayed as sought for in the application at this stage of the proceedings.
33. The **Fourth Party** is at liberty to make a further application for security for costs if it becomes necessary.
34. Further, the **Plaintiff** as well as the other parties to this proceeding are also directed to take the appropriate steps to complete the cause of action and or the pleadings at its earliest so that necessary action is taken for the case to be determined and finalized accordingly.

F. FINAL ORDERS

35. The Third Party, **BURCHILL VDM PTY LIMITED** is directed to deposit a sum of \$12,000.00 into the Chief Registrar's interest bearing account at the High Court in Suva, as security for costs within 28 days.
36. That the proceedings against the **Fourth Party** will not be stayed as sought for in the application at this stage of the proceedings.
37. The **Fourth Party** is at liberty to make a further application for security for costs if it becomes necessary in the circumstances.
38. The Plaintiff as well as the other parties to this proceeding is further directed to take the necessary steps to complete the cause of action and or pleadings to enable the court to hear and determine the case accordingly.
39. The cost of this application is assessed summarily at \$1500 against the **Third Party** and the cost should be paid to the **Fourth Party** within 28 days.
40. The case will now be scheduled for further directions on 27th April, 2016 at 9 am.

Dated at Suva this 14th day of April, 2016



.....
MR VISHWA DATT SHARMA
Master of the High Court
Suva

CC. Mr. A.K.Narayan for the Plaintiff- (Not Present)
Mr. Filipe for the Defendant
Mr. Peter Knight for the Third Party
Mr. Vinit Singh for the Fourth Party