

A photograph of a person wearing a dark hoodie and pants, leaning against a brick wall at night. The wall is illuminated by a warm light source, possibly a street lamp, creating a strong contrast with the dark surroundings. The person is looking down and to the side. The background shows a dark building with windows and a street.

Civil and Administrative Tribunal Act 2013, REVIEW

Prepared for Department of Justice

By Gurjit Singh

Summary

The purpose of the review is to find out how well it is working, and to look at reforms that could strengthen access to justice for people in NSW. My biggest mistake was that I believed that NCAT provides dispute resolution and upheld Australian laws. However I saw tribunal members lying, screaming, refusing me to read from notes, bullying, threatening, ignoring procedural fairness, biased, ignorant, incompetent and not willing to read the material in front of them before they decide. In some of the hearings they even lost my affidavits and written submissions.

And I hope no other person and family will ever be exposed to level of unfairness and cruelty. Upholding the law is the least NCAT care.

It is not possible to include all issues in one submission. My each submission will deal with limited number of issues for easier understanding of the person evaluating it.

Quality of the human resources is missing from reception desk of registry to higher leadership of NCAT.

It is my understanding the Parliament intended to achieve cheap and quick justice for parties in litigation. However this objective is often used to circumvent the fair process to ignore important issues and make it cheap and quick for tribunal members. In other words tribunal members often abuse their power and defy the objectives of act.

Submission Part 3

1. NCAT Case Management.
2. NSW Jurisdiction Scene.
3. Lawyers Misleading Tribunal.

NCAT Case Management

Normally if you are a lawyer you know trial is listed for final hearing after pleadings are closed. On 6 March 2019 Senior Member [REDACTED] listed the matter for hearing when there was no defence on the file. I was directed to file evidence when defendant has not even filed a defence in registry.

When I file documents in registry, registry records them as submissions. Even if I record application, it will be recorded as submissions, if i filed an affidavit, it is recorded as submissions, if defence is filed, it will be recorded as submissions. How hopeless this situation is, for you to see.

There is no mechanism in tribunal if pleadings are closed properly. What is written in the pleadings is immaterial.

Defence of the respondent in com 17/53297 says he will provide particulars of outstanding rental. It was ignored. I was directed to file evidence without those particulars.

Deputy President [REDACTED] said in hearing on 27 April 2018 in matter com 17/53297:

"Pleadings has been filed. There's been points of claim filed, points of defence filed and you replied with a points of reply. That's end of it there's no more pleadings. The rest is evidence".

" I don't see any point in the preliminary hearing on the issue of disputed cash payments. In fact the only way for that to be dealt with is to direct you provide a statement of what you say the cash payments were. Then [REDACTED] (Respondent's Lawyer) review those and make the counter statement. But its not a preliminary point. You have anything more to say about that." No particulars of any outstanding rental ever filed by Respondent as promised in his defence. NCAT leadership encourages fraud and illegal conduct.

NSW Jurisdiction Scene

The Tribunal has such jurisdiction and functions as may be conferred or imposed on it by or under this Act or any other legislation.

The **NSW Local Court** deals with **civil** disputes for **claims** up to \$100,000. The local**court** has two divisions to determine **civil** cases; the **Small Claims** Division hears**claims** up to \$20,000 and the General Division hears **claims** over \$20,000 (up to \$100,000).

There is a similarity between small claim division of local court and NCAT act. Rules of evidence does not apply to both.

However NCAT jurisdiction of \$750000 as compared to \$20000 of local court act small claim division feels not only misguided but irresponsible.

Lawyers duty towards courts.

Lawyers have duty towards courts for proper administration of justice. However tribunal is not a court. I was self represented and I have seen lawyers in my case openly mislead tribunal and tribunal lacks intent to protect themselves against such a conduct.

NCAT act must have some powers to punish a lawyer who mislead the tribunal, acted as merely an mouthpiece.

Lawyers and barrister mislead NCAT members, NCAT Members love to be mislead by Lawyers and barrister especially when other party is self represented. It is important to stop fooling NSW citizens.

A person is walking up a set of blue stairs. They are wearing bright orange sneakers with white soles and black socks. The stairs have a blue metal railing. The background is a blurred view of a building with a grid pattern.

Recommendations

Next steps

In line with the review, I propose following recommendation

1. Pleadings must be properly closed prior to listing the matter for final hearing.
2. Changing the terminology from "Final Hearing" to "Trial". This will avoid confusion.
3. Reconsider Jurisdiction limit of tribunal and limit it to level that this tribunal can handle it.
4. There must be one member who deals with one case from start to finish including direction hearings.
5. NCAT Act must have mandatory serious consequences for being misled by lawyer.



Annexure



Time to Chat

I love to talk through the above with you if you require. Please email me or call me to book a time , and we'll arrange everything for the meet — including strong coffees

[REDACTED]

[REDACTED].

Annexure

Following annexure attached to the submissions

1. Transcript Excerpt used in submissions.

NSW CIVIL & ADMINISTRATIVE TRIBUNAL

Division: Consumer and Commercial

File No Com 17/15397

Gurjit Singh

Applicant

and

Respondent

Transcript Day 27 April 2018

[REDACTED]: [00:35:14] There are two matters com 17/53297 and com 17/53291. Now it's [REDACTED]

[REDACTED]: [00:35:35] Yes Mr President I appear for the respondent.

[REDACTED]: [00:36:20] I think both of you have separate applications. Mr. Singh has applications and [REDACTED] applications I deal with Mr. Singh's applications first and then I go to [REDACTED] applications.

[REDACTED]: [00:36:34] Deputy President Did you got a copy of the documents filed with registry penrith yesterday. They said you might not receive them on the 17th.

[REDACTED]: [00:36:42] Document headed Order Sought by respondent interim hearing on 27th, yes I got that.

[REDACTED]: [00:36:46] Thank you

[REDACTED]: [00:36:46] We deal with Mr Singh's Application. Yes Mr Singh.

Gurjit Singh and Interpreter: [00:39:35] And the third one is.

██████████ [00:39:56] I can read. I have read them all. You want to speak about each of them separately.

Gurjit Singh and Interpreter: [00:40:06] Explained in detail in my submission. I can read those submissions if i have permission.

██████████: [00:40:11] Yes. If you just me the pages I read them

Gurjit Singh and Interpreter: [00:40:23] Ok Sure. Page number 2 paragh 8-13 and 14-26. (**promised to read less than 10 seconds to read. I asked permission to read.)

██████████ [00:40:48] As I understand it this case is about what were the terms of the retail lease agreement that you entered into with the landlord. You argue that certain terms were agreed they dispute most or at least some of those terms. So there's a dispute about the agreement and what it contains. You agree with that.

Gurjit Singh and Interpreter: [00:41:25] Yes

██████████ [00:41:29] Seems to me the fundamental task for the tribunal is to listen to both sides contentions, arguments and evidence and then decide what were the true terms of the agreement. Tribunal may agree with you and reject the landlord or The tribunal may reject what you say and agree with landlord. Or maybe a combination of both in relation to certain aspects. But the tribunals first task is to decide what will the terms of this agreement which as I understand it started more than 10 years ago. And there were lots of discussions and things changed over time. And it may be necessary to decide only what the terms of the agreement have been in the immediate past or it may be necessary to decide what in terms of the agreement were from the very beginning and then follow it as it vary throughout its history. If that's the first task looking at cash payments without understanding what therefore, what the obligations were for, what their obligations to the parties, is completely unhelpful. **I don't see any point in the preliminary hearing on the issue of disputed cash payments. In fact the only**

way for that to be dealt with is to direct you provide a statement of what you say the cash payments were. Then [REDACTED] review those and make the counter statement. But its not a preliminary point. You have anything more to say about that.

Gurjit Singh and Interpreter: [00:43:51] I think in submissions i also covered challenges that we face in terms of providing those evidence. And I refer to them them in my submissions in pargah 65 No sorry paragh 64.

[REDACTED] [00:44:13] Let me read that 64 says the applicant persists with order sought on the 6 April for review and operation of the time for filing trial papers. The grounds and obvious reasons to seek So let's just deal with that. You want more time to file your evidence.

Gurjit Singh and Interpreter: [00:45:04] Yeah that's one thing also seek that issue of pleading must be properly closed.

[REDACTED] [00:45:15] Well it is closed

Gurjit Singh and Interpreter: [00:45:15] Particulars of out standing rent has not been provided.

[REDACTED]: [00:45:23] Can I just deal with the time for filing your evidence.

Gurjit Singh and Interpreter: [00:45:27] Thats related so thats why i brought it.

[REDACTED]: [00:45:27] Your evidence will cover a number of different issues and facts.

Gurjit Singh and Interpreter: [00:45:35] The problem the problem here is that I have to prove my case and [REDACTED] says I haven't paid my rent and I repeatedly failed during the terms of tenancy and he reserve his right to claim that money back from me. We write to [REDACTED] in relation to this issue that the respondent must verify whether he wants to pursue this let me bring the email.

[REDACTED] [00:46:38] Can we concentrate on the big picture you want more time to file more evidence.

residential tenancy matter and commercial list matter go together and you are asking for more time in the time table

Gurjit Singh and Interpreter: [01:04:48] That's the part of it. Yes and pleadings issue.

██████████ [01:04:50] **Pleadings has been filed. There's been points of claim filed, points of defence filed and you replied with a points of reply. That's end of it there's no more pleadings. The rest is evidence.**

Gurjit Singh and Interpreter: [01:05:03] Ok so if.

██████████ [01:05:09] Seems to me we get back to this question of whether you should have more time

Gurjit Singh and Interpreter: [01:05:12] Yes.

██████████: [01:05:14] And On question whether the two leases should be heard together. That's already happened in the sense that ██████████ made an order terminating the Residential Tenancy agreement I can't undo that order. What we now have is a commercial list matter going on its own I have to deal with that on its own.

Gurjit Singh and Interpreter: [01:05:48] That the complete failure of a the interim order.

██████████ [01:05:53] Complete failure of what.

Gurjit Singh and Interpreter: [01:05:56] Interim order

██████████: [01:05:56] Well there was no interim order in. Yes there was an interim order made in January by which you had to pay a sum of money I think 6500 per month.

Gurjit Singh and Interpreter: [01:06:11] Yes.

██████████ [01:06:15] Did you comply with that.