

CBFC Ltd & Anor v Sim [2006] NTSC 57

PARTIES: CBFC LIMITED

AND:

COMMONWEALTH BANK OF
AUSTRALIA

v

DANIEL JOHN SIM

TITLE OF COURT: SUPREME COURT OF THE
NORTHERN TERRITORY

JURISDICTION: SUPREME COURT OF THE
NORTHERN TERRITORY
EXERCISING CIVIL JURISDICTION

FILE NO: 72 of 2006 (20210966)

DELIVERED: 3 August 2006

HEARING DATES: 29 and 30 June 2006 and 3, 4, 5, 6, 8
and 10 July 2006

JUDGMENT OF: SOUTHWOOD J

CATCHWORDS:

ABSCONDING DEBTOR – DEBT RECOVERY – Absconding Debtors Act
– application for warrant of arrest – abuse of process – Supreme Court
jurisdiction – whether debtor about to leave the Territory – restraining
departure from the Territory - debtor residing and working in Indonesia –
whether prejudicial to creditors’ recovery of debt

PRACTICE AND PROCEDURE – ABUSE OF PROCESS – multiple
proceedings – Supreme Court application complementary to proceeding in
Federal Magistrates Court

Absconding Debtors Act s 4(3), s 6, s 16
Bankruptcy Act (Cth) s 43, s 60, s 81, s 77, s 78

The Abidin Daver [1984] AC 398; *Banks v Ferrari* [2000] NSWSC 874;
Clutha Developments Pty Ltd v Marion Power Shovel Co Inc. [1973] 2
NSWLR 173; *Cooper Brookes (Wollongong) Pty Ltd v Commissioner of
Taxation* (1980) 147 CLR; *Geia v Palm Island Aboriginal Council* [2001] 1
Qd R 245; *Re Gordon* (1988) 18 FCR 366; *Re Hodder; Ex parte Cogle*
(1965) 7 FLR 436; *Johnson v Gore Wood & Co (a firm)* [2002] 2 AC 1;
Karounos v Official Trustee (1988) 19 FCR 330; *Port of Melbourne
Authority v Anshun Pty Ltd* (1981) 147 CLR 589; *Re Poulson (JGL), a
bankrupt, ex parte Granada Television Ltd v Maudling and another* [1976] 2
All ER 1020; *Voth v Manildra Flour Mills Pty Ltd* (1990) 171 CLR 538;

Sharrment Pty Ltd v Official Trustee in Bankruptcy (1988) 82 ALR 530,
cited

Hay v Butler and Crooks (A Firm) (1991) 7 WAR 333, considered,
distinguished

REPRESENTATION:

Counsel:

Applicants:	C Ford P C Edwards-Moffat
Respondent:	V Close

Solicitors:

Applicants:	Cridlands
Respondent:	Vincent M Close

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IN THE SUPREME COURT
OF THE NORTHERN TERRITORY
OF AUSTRALIA
AT DARWIN

CBFC Ltd & Anor v Sim [2006] NTSC 57
No. 72 of 2006 (20210966)

BETWEEN:

CBFC Limited
(ACN 008 519 462)
First Plaintiff

AND:

**COMMONWEALTH BANK OF
AUSTRALIA**
(ACN 123 123 124)
Second Plaintiff

AND:

DANIEL JOHN SIM
Defendant

CORAM: SOUTHWOOD J

REASONS FOR JUDGMENT

(Delivered 3 August 2006)

Introduction

[1] On 10 July 2006 I made the following orders under s 6 and s 16 of the Absconding Debtors Act (the Act):

1. A warrant shall issue for the arrest of Mr Sim for the purpose of preventing him from leaving the Territory.
2. Subject to Mr Sim complying with orders 3 and 4 made by the court in the proceeding on 10 July 2006, execution of the warrant for the arrest of Mr Sim is stayed.

3. Mr Sim is to surrender his passport to the sheriff of the Supreme Court and he is to leave his passport with the sheriff for a period of 28 days from 10 July 2006.
4. Mr Sim shall undertake in writing that he will not leave the Territory for a period of 28 days from 10 July 2006.
5. The parties have liberty to apply to vary or vacate the orders made by the court in the proceeding on 10 July 2006.
6. Mr Sim has liberty to apply to vary or to be excused from his written undertaking.
7. Mr Sim is to pay the plaintiffs' costs of the proceeding to be taxed or agreed.

[2] When I made the above orders I said that I would deliver my reasons for decision at a later date. Following are my reasons for decision.

The Absconding Debtors Act

[3] In order for the plaintiffs to obtain the relief granted to them by the court it was necessary for the plaintiffs to satisfy the court that there were reasonable grounds for believing that Mr Sim was indebted to each of the plaintiffs for amounts not less than the prescribed amount of \$500; Mr Sim was about to leave the Territory; and, failure to prevent Mr Sim from leaving the Territory would defeat, endanger or materially prejudice the plaintiffs' prospects of recovering their debts: s 4 (3) and s 6 of the Act.

The issues

[4] There were four principal issues for determination by the court. First, were there reasonable grounds for believing that failure to restrain Mr Sim from

leaving the Territory would defeat, endanger or materially prejudice the plaintiffs' prospects of recovering the debts that were due and payable by Mr Sim? Secondly, did the application fall within the exclusive bankruptcy jurisdiction of either the Federal Court of Australia or the Federal Magistrates Court? Thirdly, was the application oppressive or an abuse of process? Fourthly, must the plaintiffs establish not only that Mr Sim intended to leave the Territory but that he intended to leave the Territory in order to abscond from his creditors?

- [5] In my opinion there were reasonable grounds to believe that failure to restrain Mr Sim from leaving the Territory would materially prejudice the plaintiffs' prospects of recovering the debts owed to them by Mr Sim; the plaintiffs' application was not within the exclusive bankruptcy jurisdiction of either the Federal Magistrates Court or the Federal Court of Australia; the plaintiffs' application was neither oppressive nor an abuse of process; and, it was not necessary for a plaintiff to establish that Mr Sim was absconding in order to avoid the payment of his debts.

Procedural background

- [6] The plaintiffs' application first came before the court on 29 June 2006. On that day CBFC Limited filed an urgent application in court under s 5 of the Act asking the court to issue a warrant for the arrest of Mr Sim for the purpose of preventing him from leaving the Territory. The application was made in connection with bankruptcy proceeding No DNG 6 of 2005 that

CBFC Limited is maintaining against Mr Sim in the Federal Magistrates Court. The purpose of the application was to prevent CBFC Limited's prospects of recovering the debts that it was owed by Mr Sim under the terms of three hire purchase agreements from being materially prejudiced as a result of Mr Sim leaving the Territory. The application was supported by an affidavit of Ms Paula Christine Edwards-Moffat, the plaintiffs' solicitor, sworn on 29 June 2006.

- [7] As the proceeding in this court was made in connection with the bankruptcy proceeding in the Federal Magistrates Court, I asked Ms Edwards-Moffatt on 29 June 2006 to advise Mr Sim's solicitor about the application and I adjourned the proceeding so that could be done. As a result Mr Close, who is Mr Sim's solicitor, appeared before the court. He first appeared as *amicus curiae* and then on behalf of Mr Sim who also attended at court on Thursday 29 June 2006 and thereafter throughout the proceeding.
- [8] As Mr Sim attended court and instructed Mr Close to defend the plaintiffs' application, I did not make an order that a warrant is to issue for the arrest of Mr Sim until the enquiry into the plaintiffs' application was completed and I pronounced the orders of the court on 10 July 2006. Save for a period of time when Mr Sim was arrested on the authority of a debtors warrant issued by the Local Court in Darwin, Mr Sim has remained at liberty on the condition that he leave his passport with the sheriff of the Supreme Court.

- [9] The application was heard by the court at various times on 29 and 30 June 2006 and on 3, 4, 5, 6, 8 and 10 July 2006. On 6 July 2006 on the application of CBFC Limited, I ordered that the Commonwealth Bank of Australia be joined as a plaintiff to the proceeding.
- [10] The principal orders sought by the plaintiffs were orders under s 16 of the Act that Mr Sim shall surrender his passport to the sheriff of the Supreme Court and he shall be restrained from leaving the Territory until judgment is pronounced by the Federal Magistrates Court in the bankruptcy proceeding. The Commonwealth Bank of Australia also sought an order under s 19 of the Act that the court hear and determine the bank's claim against Mr Sim for the payment of the debt incurred by Mr Sim under the terms of a Better Business Loan as if the proceeding under the Act was a proceeding for the recovery of the debt. The application of the Commonwealth Bank was not opposed by Mr Sim and on 6 July 2006 Mr Sim consented to judgment being entered in favour of the Commonwealth Bank of Australia in the sum of \$41,269.40 plus costs to be taxed or agreed.

The plaintiffs' argument

- [11] Mr Ford, counsel for the plaintiffs, told the court that as at 29 June 2006 under the terms of three hire purchase agreements Mr Sim was indebted to CBFC Limited in the sum of \$86,699.04 plus interest accruing in the amount of \$23.75 per day. CBFC Limited is presently attempting to recover the debt in a bankruptcy proceeding for the sequestration of Mr Sim's estate

under s 43 of the Bankruptcy Act in the Federal Magistrates Court. CBFC Limited took over a creditor's petition that was filed by the Commonwealth Bank of Australia. The application in the Supreme Court for Mr Sim's arrest was brought in aid of and was complementary to the bankruptcy proceeding in the Federal Magistrates Court.

[12] Mr Ford argued that unless Mr Sim remains in the Territory he will not be able to fulfil his obligations under s 77 of the Bankruptcy Act and his absence from the Territory would endanger or materially prejudice CBFC Limited's prospects of recovering the debt of \$86,699.04. The importance of Mr Sim's presence in Australia if he is made a bankrupt is established by the affidavit evidence of Mr Robert Ferguson, an experienced insolvency practitioner. Further, one of the methods of recovering debts under the Bankruptcy Act is for the examination of a bankrupt under s 81 of the Bankruptcy Act. The purpose of the examination under s 81 of the Bankruptcy Act is to enable the trustee to obtain information which would enable the trustee to discover and recover assets for distribution to creditors in the bankruptcy: *Re Hodder; Ex parte Cougle* (1965) 7 FLR 436; *Re Gordon* (1988) 18 FCR 366; *Re Poulson (JGL), a bankrupt, ex parte Granada Television Ltd v Maudling and another* [1976] 2 All ER 1020. An examination will be an important part of Mr Sim's bankruptcy, given the evidence relating to the extent of his connection with Television News Agency (NT) Pty Ltd, the property he says that he has given to that company, the work he has done and the money he has received on its behalf.

If Mr Sim returns to Indonesia and he is made a bankrupt, it is highly unlikely that he will voluntarily return to Australia to be examined. As there is no contract between Mr Sim and Network Ten Pty Limited and Seven Network (Operations) Limited and the arrangement under which Mr Sim is paid for his services by Television News Agency (NT) Pty Ltd is unspecified it will be very difficult to obtain garnishee orders or an order for income contribution if Mr Sim returns to Indonesia without being fully examined as to his financial affairs.

[13] It was further argued that unless Mr Sim remains in the Territory, CBFC Limited will not be able to recover the goods it hired to Mr Sim under the three hire purchase agreements as the hired goods are in the possession of Mrs Lestari Minul Sim, the plaintiff's ex-wife. Until Supreme Court proceeding No 73 of 2006 was commenced against Ms Lestari Sim, she was refusing to deliver up the hired goods to CBFC Limited.

[14] The Commonwealth Bank of Australia's prospects of recovering its debt was likewise said to be prejudiced if Mr Sim returned to Indonesia.

The respondent's argument

[15] Mr Close admitted that Mr Sim was indebted to each of the plaintiffs for more than the prescribed amount and that he was intending to return to Indonesia. He argued that the plaintiffs' application was oppressive and an abuse of process. The application should be dismissed because Mr Sim was not an absconding debtor. He has lived and worked in Indonesia since about

March 2005. He was simply returning to his home after travelling to Darwin to defend the bankruptcy proceeding that CBFC Limited is maintaining in the Federal Magistrates Court. Mr Close said that the only assets Mr Sim has in Australia are the goods which are the subject of the hire purchase agreements between Mr Sim and CBFC Limited. Mr Sim told CBFC Limited where those goods are located and he was prepared to sign an authority to the effect that CBFC Limited has his permission to take possession of those goods. The only assets that Mr Sim has in Indonesia are cash in two personal bank accounts with PT Bank Central Asia Terbuka namely, Tabungan account number 0357055834 with a balance of US\$4000 and Tabungan account number 0350756132 with a balance of approximately AUS\$50, personal household goods, a motor vehicle and a laptop computer having an approximate value of \$10,000. The terms of Tabungan account number 0357055834 are such that the account can only be accessed by Mr Sim if he is physically in Indonesia and supplies the necessary identification.

[16] Once CBFC Limited has recovered possession of the hired goods the only realistic chance of CBFC Limited recovering the balance of its debt from Mr Sim will be by garnisheeing any payments payable by Network Ten Pty Limited and Seven Network (Operations) Limited to Mr Sim. This can be done without the need for Mr Sim to remain in the Northern Territory. CBFC Limited has full details of the contract between Network Ten Pty Limited and Seven Network (Operations) Limited and Television News

Agency (NT) Pty Ltd. The best prospect of Mr Sim earning money is if he is allowed to return to Indonesia.

[17] If CBFC Limited wished to restrain Mr Sim from leaving the Territory it should have made an application under s 78 of the Bankruptcy Act. The Bankruptcy Act covers the field. CBFC Limited elected not to make an application under s 78 of the Bankruptcy Act and the company should be held to its election.

[18] Mr Sim has insufficient assets to repay his debts and that position remains whether he stays in Australia or returns to Indonesia. He has told the plaintiffs of the location of all of his assets in Australia and he has no objection to the plaintiffs taking possession of his assets. No result, purpose or benefit can be achieved by preventing Mr Sim from returning to Indonesia. Mr Close's submissions depend on the court accepting the evidence of Mr Sim about the extent of his assets.

The evidence

[19] The plaintiffs read the affidavits of Ms Paula Christine Edwards-Moffat sworn on 29 June 2006, 30 June 2006 and 3 July 2006, Mr Lincoln Samuel Agnew sworn on 3 July 2006, Mr Robert Anthony Ferguson sworn on 3 July 2006 Mr Julian McKinlay King sworn on 2 July 2006, Mr Neil Anthony Smith sworn on 4 July 2006 and Mr Abe Udy sworn on 3 July 2006. In addition the plaintiffs tendered bank statements relating to an account held with the Westpac Bank by Television News Agency (NT) Pty Ltd, an email

from Mr Sim to Mr Richard Carter, who is employed by Seven Network (Operations) Limited, requesting that money be paid by Seven Network (Operations) Limited into one of Mr Sim's Indonesian bank accounts, a schedule showing the dates when Mr Sim left Australia and the dates when he returned to Australia between 28 May 1989 and 8 January 2006 and a letter from Cridlands to the Registrar of the Supreme Court dated 4 July 2006.

[20] The defendant read two affidavits of Mr Sim dated respectively 30 June 2006 and 4 July 2006 and tendered an email showing the account balances in two accounts held by Mr Sim with PT Bank Central Asia Terbuka namely, Tabungan account number 0357055834 with a balance of US\$4000 and Tabungan account number 0350756132 with a balance of approximately AUS\$50; an email from an officer in PT Bank Central Asia Terbuka confirming the terms on which cash may be withdrawn from Tabungan account number 0357055834; a photocopy of a cheque payable to Mr Julian King by Television Newsagency Pty Ltd and showing that the ABN number for an account named Television Newsagency Pty Ltd held with the Westpac Bank was the same ABN number as that held by Television News Agency (NT) Pty Ltd; a letter from Mr Rick Carter, an employee of Seven Network (Operations) Limited, dated 5 July 2006 stating that Seven Network (Operations) Limited had a contract with Mr Sim to provide news camera coverage in Indonesia. In addition, the defendant led oral evidence from

Mr Rick Carter about the need for Mr Sim to be in Indonesia and the requirements of his work in Indonesia.

[21] Mr McKinlay King was cross examined by Mr Close. He was cross examined about the limited opportunities for a person to make money as a television producer in Darwin and about his negotiations with Mr Sim for the purchase of a SNG satellite uplift. It was suggested to him that the negotiations were fruitless. I accept Mr McKinlay King's evidence that it would be possible for Mr Sim to make at least \$50,000 a year in income if he remained in Darwin. Mr McKinlay King's evidence did not establish that Mr Sim bought a SNG satellite uplift.

[22] Mr Sim was cross examined by Mr Ford. He was cross examined about a number of issues including his relationship with Television News Agency (NT) Pty Ltd, the number of bank accounts he held, the reason why he left Australia to go to Indonesia and the assets that he owned. Mr Sim's evidence was generally unsatisfactory. He was dissembling and gave his evidence in a deliberately vague and incomplete manner. Without further enquiry, I do not accept Mr Sim's evidence about the limited extent of his assets.

The facts

[23] Mr Sim is a journalist, television producer and camera operator. He is 63 years of age. He is an Australian citizen. He has an Australian passport. For many years Mr Sim lived in Darwin. In or about 1992 he formed a de

facto relationship with an Indonesian lady, Ms Lestari Minul Sim. Their relationship came to an end in September 2005 because Mr Sim formed a new relationship with another Indonesian lady. Mr Sim says that he intends to live in Indonesia and that he has only returned to Australia for short visits since he went to Indonesia in February or March 2005.

[24] In February or March 2005 Mr Sim and Ms Lestari Sim travelled to Indonesia and in March 2005 they rented an apartment in Jakarta. In September 2005 Mr Sim was issued with a 12 month work visa by the Republic of Indonesia. It is possible for his 12 month work visa to be renewed every 12 months. Mr Sim's current address in Indonesia is Apartment 14G Taman Rasuna, Jakarta. Ms Lestari Sim returned to Australia in April 2006. She currently works as a shop assistant at the "Its Australian" store in Knuckey Street, Darwin.

[25] In or about 1997 Mr Sim and Ms Lestari Sim obtained a loan from the Commonwealth Bank of Australia to purchase unit 4 lot 2022 King Street, Stuart Park.

[26] For a number of years prior to July 2003 or thereabouts Mr Sim owned and operated a television production business that traded under the name of Television News Agency from Bennett Street in Darwin. He traded as a sole trader. So much can be inferred from the evidence contained in the three hire purchase agreements being annexures A, B and C to the affidavit of Ms Edwards-Moffat dated 29 June 2006 and clause 1.5 of the agreement

between Television News Agency (NT) Pty Ltd and Network Ten Pty Limited and Seven Network (Operations) Limited dated 6 January 2006 being part of annexure PEM1 to Ms Edwards-Moffat's affidavit sworn on 30 June 2006.

[27] On 5 May 2000 Mr Sim entered into Hire Purchase Agreement numbered 8-32-316691 with CBFC Limited pursuant to which he hired two Betacam SP switchable camera heads, a camera adaptor, a 5 inch black and white view finder, a Canon 20 broadcast lens and two extenders, a full servo kit for Canon 20 and lenses, a Betacam SP dockable recorder for a deposit of \$1462.87 and total rent of \$86,309.33. On 8 June 2001 he entered into Hire Purchase Agreement numbered 832319918 with CBFC Limited pursuant to which he hired a Betacam SX laptop editor, an AC supply/battery charger, a hard carry case, a 14 inch colour monitor and lithium iron batteries for a deposit of \$1,182.32 and a total rent of \$89026.88. On 12 June 2001 he entered into hire purchase agreement numbered 832320003 with CBFC Limited pursuant to which he hired a Sony digital video hybrid recorder for a deposit of \$2,327.41 and a total rent of \$25,317.19.

[28] On or about 28 May 2001 Mr Sim and Ms Lestari Sim obtained a Better Business Loan from the Commonwealth Bank of Australia. The Better Business Loan was secured by an equitable mortgage on unit 4 lot 2022 King Street, Stuart Park.

[29] During 2002 and 2003 Mr Sim started getting into financial difficulty. In 2002 he failed to pay debts in the amount of \$8,896.27 that he incurred with Home and Office Equipment for electrical services that were provided to him. In 2002, 2003 and 2004 he failed to pay debts totalling \$8,783.60 that he incurred with Mr Abe Udy for repairs to his car. In 2003 he defaulted on the Better Business Loan that he obtained from the Commonwealth Bank of Australia.

[30] On 19 November 2003 the Commonwealth Bank of Australia commenced proceedings against Mr Sim and Ms Lestari Sim for the possession of unit 4 lot 2022 King Street, Stuart Park, which was mortgaged to the bank as security for the Better Business Loan. Substituted service of the originating process was ordered on 5 February 2004. The proceedings were successful and on 18 March 2004 Master Coulehan made an order for the Commonwealth Bank of Australia to have possession of the unit in Stuart Park. The sale of the unit was completed on or about 2 July 2004. The net proceeds of the sale of the unit were sufficient to pay out the loan which was obtained to purchase the unit but were insufficient to payout the whole of the Better Business Loan.

[31] In 2003 Mr Sim started working for Television News Agency (NT) Pty Ltd (ACN 104371520) ABN 20104371520. Ms Lestari Sim is now the sole shareholder and a director Television News Agency (NT) Pty Ltd. It is likely that the company was registered sometime in 2003. Despite the shareholding in the company and at least until his relationship with

Ms Lestari Sim ended, Mr Sim had considerable control over the operations of the company. In many respects it was his alter ego. Television News Agency (NT) Pty Ltd owns a television production business. It is likely that the business is the same business as was previously conducted by Mr Sim as a sole trader. The company through its servants and agents engages in television camera shooting, television news production, news gathering and editing of news stories, production of television programs and commercials and the televising of sporting events. Mr Sim is the main agent and representative of Television News Agency (NT) Pty Ltd. He has a good reputation as a journalist and television producer. He is authorised to sign documents on behalf of the company. The equipment that Mr Sim hired from CBFC Limited under the three hire purchase agreements was used by Mr Sim and others in the provision of the services supplied by Television News Agency (NT) Pty Ltd.

[32] For about 3 years before October 2005 Television News Agency (NT) Pty Ltd provided its services to Network Ten Pty Limited, Seven Network (Operations) Limited, SBS and the Australian Broadcasting Corporation and various overseas television networks. At some time in or about 2003 Network Ten Pty Limited and Seven Network (Operations) Limited entered into an agreement with Television News Agency (NT) Pty Ltd under which Television News Agency (NT) Pty Ltd provided television production services including television news production, television coverage of sporting events, news gathering, editing of news stories and television

camera shooting from Darwin, other parts of the Northern Territory and Indonesia to Network Ten Pty Limited and Seven Network (Operations) Limited. This agreement came to an end in either September or October 2005.

[33] Mr Sim's financial position continued to deteriorate in 2004. On 27 July 2004 the Commonwealth Bank of Australia obtained judgment against Mr Sim in the Local Court for a credit card debt for the sum of \$24,033.34. In 2004 Mr Sim also defaulted on payments to CBFC Limited under the three hire purchase agreements. On 4 November 2004 CBFC Limited terminated each of the three Hire Purchase Agreements that it had with Mr Sim.

[34] Prior to Christmas 2004 Mr Sim asked Mr Julian McKinlay King to manage Television News Agency (NT) Pty Ltd over Christmas 2004 with a view to him continuing in this role in 2005 and ultimately becoming the Darwin manager of Television News Agency (NT) Pty Ltd. In about February 2005 some of Ms Lestari Sim's furniture, some old clothes of Mr Sim, motor vehicles and equipment used by Television News Agency (NT) Pty Ltd including some or all of the goods that were hired under the three hire purchase agreements were stored in a shed at Cousins Street, Winnellie. Some of the equipment was used by Mr McKinlay King from time to time during 2005. He stopped working for Television News Agency (NT) Pty Ltd in or about October 2005.

[35] The Darwin operations of Television News Agency (NT) Pty Ltd ceased when Mr McKinlay King stopped working for the company. Mr Simon Manzie is now the sole television production agent for Network Ten Pty Limited and Seven Network (Operations) Limited in Darwin. Television News Agency (NT) Pty Ltd continues to engage in television production in Indonesia and South East Asia. The company provides its services in Indonesia and South East Asia to Network Ten Pty Limited, Seven Network (Operations) Limited, the ABC, SBS and various overseas television networks.

[36] In or about September 2005 Television News Agency (NT) Pty Ltd entered into an agreement with Network Ten Pty Limited and Seven Network (Operations) Limited under which Television News Agency (NT) Pty Ltd agreed to provide the services of Mr Sim in Indonesia and South East Asia to Network Ten Pty Limited and Seven Network (Operations) Limited including television camera shooting, television news production, news gathering and editing of news stories for a period from 1 September 2005 until 31 August 2006 for a fee of \$96,000 per year. Network Ten Pty Limited and Seven Network (Operations) Limited have an option to extend the term of the agreement for another 12 months. The agreement is documented in a written agreement dated 6 January 2006. Clause 16.5 of the agreement provides that the agreement is governed by the laws of New South Wales.

[37] Under the written agreement between Television News Agency (NT) Pty Ltd and Network Ten Pty Limited and Seven Network (Operations) Limited dated 6 January 2006, Television News Agency (NT) Pty Ltd must ensure that for the term of the agreement Mr Sim provides the following services – television camera shooting, television news production, news gathering and editing of news stories in Indonesia and other countries as required in South East Asia to the best of Mr Sim’s skill and ability; Television News Agency (NT) Pty Ltd and Mr Sim will be based in Indonesia; Television News Agency (NT) Pty Ltd must have and shall only use television broadcast camera equipment and other equipment in providing the services; Television News Agency (NT) Pty Ltd shall ensure that the services it provides are at least equal to the quality of television material and news stories provided by Television News Agency (NT) Pty Ltd in the three years prior to 1 September 2005; Television News Agency (NT) Pty Ltd shall provide, maintain and make available to Mr Sim in the provision of the services the subject of the agreement an uplink facility and satellite space services at the rate of US\$35 per minute ex Jakarta; Television News Agency (NT) Pty Ltd will permit occasional use of its Jakarta Office by Network Ten Pty Limited and Seven Network (Operations) Limited when requested by either of the companies for no charge but substantial use will be subject to a negotiated fee and agreed charge; Television News Agency (NT) Pty Ltd and Mr Sim acknowledge that they are independent contractors; Television News Agency (NT) Pty Ltd will be responsible for and comply with all relevant taxation

requirements including goods and services tax, fringe benefits tax, and PAYG requirements and all superannuation guarantee levy obligations in relation to Mr Sim; and, Television News Agency (NT) Pty Ltd covenants and warrants that there is a valid current agreement between Television News Agency (NT) Pty Ltd and Mr Sim pursuant to which the company is entitled to have Mr Sim provide the television production and other services referred to in the agreement.

[38] The written agreement dated 6 January 2006 was executed by Mr Sim on behalf of Television News Agency (NT) Pty Ltd on 2 February 2006. It appears that until the written agreement dated 6 January 2006 came into effect there was no requirement that Mr Sim be based in Indonesia. Under the agreement Mr Sim is required to be based in Indonesia until 31 August 2006 subject to Network Ten Pty Limited and Seven Network (Operations) Limited exercising their option and extending the agreement for a further 12 months.

[39] Under the agreement dated 6 January 2006 neither Mr Sim nor Television News Agency (NT) Pty Ltd is bound to work exclusively for Network Ten Pty Limited and Seven Network (Operations) Limited. Television News Agency (NT) Pty Ltd is entitled to receive its annual fee of \$96,000 for the work that Mr Sim does in Indonesia and South East Asia by way of a monthly fee payable by Network Ten Pty Limited and Seven Network (Operations) Limited. Television News Agency (NT) Pty Ltd also receives

income for the work that it does for other corporations in Indonesia and South East Asia.

[40] Television News Agency (NT) Pty Ltd is closely associated with an Indonesian company, TNA – PT Televisi Berita Agency/Asia, which is said to be owned by Ms Lestari Sim and her father. As a result of Mr Sim's and Ms Lestari Sim's separation it appears that the relationship between Mr Sim and TNA – PT Televisi Berita Agency/Asia may be coming to an end. A new Indonesian company has been formed and it is likely that Mr Sim will work in conjunction with that company if he returns to Indonesia. The new Indonesian company is owned by Mr Sim's new partner and her father. On the evidence before the court it is unclear whether the new Indonesian company has been trading or not.

[41] TNA – PT Televisi Berita Agency/Asia either owns or has access to broadcast quality SX format and SP Beta cam television cameras, studio space, SNG satellite media uplink facilities, microwave links, satellite and digital links, edit suites, laptop field edit suites, computers, digital SX and traditional tape editing equipment, an air-conditioned outside broadcast van, recording equipment and digital switchers. There was no evidence before the court about how TNA – PT Televisi Berita Agency/Asia came to acquire or possess the equipment that it uses.

[42] Mr Sim continued to be in financial difficulty during 2005 and 2006. On 18 January 2005 the Commonwealth Bank of Australia filed a bankruptcy

notice based on the debt of \$24,033.34. On 9 May 2005 CBFC Limited sent a letter of demand to Mr Sim for the amounts then outstanding under each of the three Hire Purchase Agreements. On 31 August 2005 the Commonwealth Bank of Australia obtained an order for substituted service of the bankruptcy notice. On 10 November 2005 the Commonwealth Bank of Australia filed a creditor's petition in the Federal Magistrates Court on the basis of Mr Sim's failure to comply with the bankruptcy notice. On 1 February 2006 the Commonwealth Bank of Australia obtained an order for substituted service of the creditor's petition. On 3 April 2006 CBFC Limited was substituted as the petitioning creditor in the Commonwealth Bank of Australia's bankruptcy petition in the Federal Magistrates Court. The substituted petition was heard by a registrar of the Federal Magistrates Court on 28 and 29 June 2006.

[43] Mr Sim is indebted to CBFC Limited for more than \$74,600. Mr Sim is indebted to the Commonwealth Bank of Australia for more than \$41,269.40. There is a dispute about how much interest is payable by Mr Sim under the hire purchase agreements. It was not necessary to resolve that dispute in this proceeding.

[44] It is unclear how Mr Sim is paid and what are his entitlements to income and other benefits for the work that he does for Television News Agency (NT) Pty Ltd under the agreement that he has with the company. The court was not told about the terms of Mr Sim's retainer by Television News Agency (NT) Pty Ltd. When he was cross-examined by Mr Ford, Mr Sim merely

said that he was given money by his former de facto partner to pay bills and his living expenses. Mr Sim also admitted that he had an ATM card which enabled him to access a Westpac Bank account in the name of Television News Agency Pty Ltd. He used the ATM card to access the Westpac Bank account to withdraw \$10,000 while he was in Australia between 31 December 2005 and 8 January 2006. Further, since February 2005, at the direction of Mr Sim, money has been paid from Television News Agency (NT) Pty Ltd's US\$ account with the Westpac Bank to the bank account of TNA – PT Televisi Berita Agency/Asia in Indonesia and to Mr Sim's US\$ bank account in Indonesia and from TNA – PT Televisi Berita Agency/Asia's bank accounts to Mr Sim's US\$ Tabungan account number 0357055834. Mr Sim can only access US\$ Tabungan account number 0357055834 if he is in Indonesia.

[45] Evidence was also led from Mr Sim and Mr Richard Carter which established that Mr Sim has the capacity to direct Seven Network (Operations) Limited where to pay the money earned by Television News Agency (NT) Pty Ltd under the agreement it has with Network Ten Pty Limited and Seven Network (Operations) Limited. In accordance with invoices rendered by Mr Sim and his directions, Seven Network (Operations) Limited has paid money into Mr Sim's US\$ Tabungan account number 0357055834 with PT Bank Central Asia Terbuka in Indonesia. Interestingly the letter from Mr Carter dated 5 July 2006 being exhibit D 10,

states that The Seven Network Australia has a contract with Mr Sim to provide news camera coverage in Indonesia.

[46] Mr Sim says that he has no assets in Australia apart from possibly some equipment which is the subject of the hire purchase agreements with CBFC Limited and that the only goods he owns in Indonesia are personal household goods, a motor vehicle and a laptop computer having a total value of approximately \$10,000. I do not accept Mr Sim's evidence. His evidence was too vague and lacked sufficient detail. It is unclear what equipment and other items were used to conduct the business of Television News Agency (NT) Pty Ltd in Darwin and what equipment and other items are used to conduct the businesses of Television News Agency (NT) Pty Ltd and TNA – PT Televisi Berita Agency/Asia in Indonesia and South East Asia. It is unclear what equipment Mr Sim personally uses in Indonesia and South East Asia when he is engaging in the business of television production.

[47] It is unclear who owns all of the equipment and other assets in the possession of Television News Agency (NT) Pty Ltd, TNA – PT Televisi Berita Agency/Asia and Ms Lestari Sim. The court was told by Mr Ford that the taxation and corporations records of Television News Agency (NT) Pty Ltd have not been kept up to date.

[48] While a significant amount of income may have been earned by Television News Agency (NT) Pty Ltd over the last three or four years and a significant amount of income may be earned over the next two or three years, it is

unclear what has been done with the income received by the company, what entitlement Mr Sim has to such income, what income and other money Mr Sim has received and what he has done with the money that he has received. It is unclear what Mr Sim is entitled to be paid by Television News Agency (NT) Pty Ltd for the work that he does in Indonesia and South East Asia. It is unclear what bank accounts are held by Television News Agency (NT) Pty Ltd. It is unclear if Mr Sim is owed money by Television News Agency (NT) Pty Ltd or TNA – PT Televisi Berita Agency/Asia. It is unclear what bank accounts are held by Ms Lestari Sim in Australia and Indonesia.

[49] While Mr Ford did not suggest that the various corporate entities with which Mr Sim is engaged are a sham (As to what is a sham see *Sharrment Pty Ltd v Official Trustee in Bankruptcy* (1988) 82 ALR 530), an inference may be drawn that Mr Sim has arranged his bank accounts in Indonesia and his affairs with Television News Agency (NT) Pty Ltd in such a way as to prevent Mr Sim's creditors getting access to the money earned by him as a result of providing his services to Television News Agency (NT) Pty Ltd and other corporations. Mr Sim appears to have had significant control over the activities of Television News Agency (NT) Pty Ltd. These are all matters that may be the subject of an examination under the provisions of the Bankruptcy Act. There also appears to have been a merging of Mr Sim's assets with those of the various companies with which he has been associated. According to Mr Sim there are no documents relating to the

transfer of assets by Mr Sim to Ms Lestari Sim or to Television News Agency (NT) Pty Ltd. These are also matters that may be the subject of an examination under the provisions of the Bankruptcy Act.

[50] The plaintiffs' prospects of recovering their debts will be dependent upon the discovery, recovery and realisation of all of Mr Sim's assets. Recovery of the debts is likely to involve assessing what claims, if any, Mr Sim has against Television News Agency (NT) Pty Ltd; investigating whether Mr Sim has received less than arms length remuneration from Television News Agency (NT) Pty Ltd and applying for an order that payment be made by the company under Part VI Division 4A of the Bankruptcy Act; recovering property, if any, that has been the subject of any unlawful conveyances, transfers or preferences; assessing what income Mr Sim earns and obtaining a contribution of income from him under Part VI Division 4B of the Bankruptcy Act during the period of the bankruptcy should he be made a bankrupt; and, if necessary, the Official Receiver collecting any income contribution from either Television News Agency (NT) Pty Ltd or some other entity under Part VI Division 4B Subdivision I of the Bankruptcy Act. It is unlikely that these matters can be properly attended to if Mr Sim does not comply with his obligations under s 77 of the Bankruptcy Act and if he is not examined under s 81 of the Bankruptcy Act.

[51] I accept Mr Ferguson's evidence, which was unchallenged, that on a practical level it is very difficult to apply the provisions of the Bankruptcy Act once a bankrupt has left the jurisdiction. This is because the assistance

that a bankrupt can provide to a trustee is significantly diminished if the bankrupt is not readily accessible and because if a bankrupt who is living outside of Australia does not co-operate with the trustee the bankrupt is effectively not subject to the usual restrictions and requirements placed on a bankrupt residing in Australia. Mr Ferguson is an experienced insolvency practitioner who was registered as an Official Liquidator in 1987.

[52] I also accept Mr Ford's submission that it will be necessary to examine Mr Sim pursuant to s 81 of the Bankruptcy Act. This will not be possible if Mr Sim returns to Indonesia. It may also be necessary to examine Ms Lestari Sim and other examinable persons under s 81 of the Bankruptcy Act.

[53] Similar considerations arise if the bankruptcy proceeding in the Federal Magistrates Court is dismissed and it becomes necessary for the plaintiffs to examine Mr Sim in the Supreme Court under r 67.02 before enforcing any judgments they have obtained for the debts they are owed by Mr Sim by way of warrant of seizure and sale, garnishee or attachment under O 71.

Determination as to all material matters

[54] Having considered the above facts and after reasonable enquiry I was satisfied there were reasonable grounds to believe that failure to arrest Mr Sim or to prevent him leaving the Territory would materially prejudice the plaintiffs' prospects of recovering their debts.

[55] There are also reasonable grounds to believe that Mr Sim was about to leave the Territory and that he is indebted to the plaintiffs for more than the prescribed amount. Mr Close admitted as much on behalf of Mr Sim.

Bankruptcy jurisdiction of the Federal Magistrates Court

[56] Subsection 27(1) Bankruptcy Act gives exclusive jurisdiction in bankruptcy to the Federal Court of Australia and to the Federal Magistrates Court. Subsection 5(1) provides that bankruptcy, in relation to jurisdiction or proceedings, means any jurisdiction or proceedings under or by virtue of the Bankruptcy Act. The affect of these provisions is that the Federal Court of Australia and the Federal Magistrates Court have exclusive jurisdiction in matters or proceedings “under or by virtue of” the Bankruptcy Act.

[57] The plaintiffs’ application is not a proceeding “under or by virtue of” the Bankruptcy Act. The application invokes the court’s well established jurisdiction under the Absconding Debtors Act. Such an application is a proceeding in aid of debt recovery proceedings such as bankruptcy proceedings. Section 60 of the Bankruptcy Act recognises a party may maintain such proceedings as these at the same time that bankruptcy proceedings are being pursued.

[58] I accept Mr Ford’s submission that the bankruptcy proceeding in the Federal Magistrates Court is incidental to the application in this court. The application in this court does not require the exercise of the powers granted under the Bankruptcy Act: *Banks v Ferrari* [2000] NWSC 874 at [66]. Nor

is the plaintiffs' application by specific provision of the Bankruptcy Act required to be brought in either the Federal Magistrates Court or the Federal Court of Australia: *Geia v Palm Island Aboriginal Council* [2001] 1 Qd R 245 at [20].

Abuse of process

[59] Mr Close argued that the application should be dismissed because it was oppressive and an abuse of process. He based his argument on two grounds. First, he said that the proceeding was futile as Mr Sim had no assets in Australia and insufficient assets in Indonesia to meet his debts. Mr Sim was merely returning to where he now lived. Secondly, Mr Sim was being harassed with multiple proceedings and the plaintiffs should have sought the relief that they seek in this court in the Federal Magistrates Court. Mr Close did not argue that CBFC Limited's application for a sequestration order under s 43 of the Bankruptcy Act was bound to fail.

[60] For the reasons set out in pars [23] to [55] above the first limb of Mr Close's argument cannot be sustained.

[61] It may be oppressive for a party to maintain concurrent proceedings in different jurisdictions: *The Abidin Daver* [1984] AC 398; *Voth v Manildra Flour Mills Pty Ltd* (1990) 171 CLR 538. It is also a general principle that a party should bring forward all of its claims for relief involving the same subject matter in the one proceeding. There should be finality in litigation and a party should not be twice vexed in the same matter: *Johnson v Gore*

Wood & Co (a firm) [2002] 2 AC 1. An application such as this may be dismissed if it is oppressive or an abuse of process: *Karounos v Official Trustee* (1988) 19 FCR 330.

[62] In support of the second limb of his argument Mr Close argued that because the bankruptcy proceeding was commenced earlier than the proceeding in this court and because the Federal Magistrates Court has power to prevent Mr Sim from leaving Australia the natural and appropriate forum for the resolution for such an application was in the Federal Magistrates Court. The Federal Magistrates Court had the advantage of hearing more evidence than did this court. The plaintiffs elected not to seek any such relief in the Federal Magistrates Court and they should be held to that election: *Port of Melbourne Authority v Anshun Pty Ltd* (1981) 147 CLR 589.

[63] Mr Ford argues that the second limb of Mr Close's argument cannot be sustained as the application to this court is complementary to the bankruptcy proceeding in the Federal Magistrates Court. The purpose of the application in this court is to prevent the bankruptcy proceeding from being nugatory. Further, there was a distinct juridical advantage in favour of the plaintiffs in bringing the application in this court which was not available in the Federal Magistrates Court. The level of proof required under the provisions of the Bankruptcy Act was higher than that required under the Act. Under the provisions of the Bankruptcy Act it would be necessary for the plaintiffs to prove that Mr Sim was about to abscond with a view to avoiding payment of his debts or to prevent or delay the proceedings against him under the

Bankruptcy Act. While under the Act it was only necessary to prove that there were reasonable grounds to believe that Mr Sim's departure from the Northern Territory would defeat, endanger or materially prejudice the plaintiffs' prospects of recovering their debts.

[64] In order to determine whether the maintenance of concurrent proceedings was oppressive it was necessary to consider whether the application in this court was appropriate or whether the continuance of the application worked an injustice: *Clutha Developments Pty Ltd v Marion Power Shovel Co Inc*. [1973] 2 NSWLR 173; *Voth v Manildra Flour Mills Pty Ltd* (supra) at 538. It is not merely a matter of the balance of convenience. In considering these matters it is to be noted that the nature of the relief sought by the plaintiffs was ancillary relief not substantive relief. The plaintiffs' application did not involve a final determination of any substantive issue so that concerns about conflicting judgments did not arise. The principal issue in the application was a discrete issue namely, were there reasonable grounds to believe that Mr Sim's departure from the Territory would defeat, endanger or materially prejudice the plaintiffs' prospects of recovering their debts.

[65] In my opinion this court is an appropriate court in which to make such an application and no injustice was caused to Mr Sim by the plaintiffs bringing their application in this court. I accept Mr Ford's submissions that the Act gives the plaintiffs a juridical advantage over the provisions of the Bankruptcy Act. Little inconvenience was created by the fact that the application was made to this court instead of a similar application being

made in the Federal Magistrates Court. Mr Sim did not seek a stay of the plaintiffs' application to this court in the Federal Magistrates Court. Such a stay may be sought under s 60 Bankruptcy Act.

Section 4(3) Absconding Debtors Act

[66] Section 4(3) of the Act provides as follows:

(3) For the purposes of this Act, a person is satisfied as to all material matters in relation to a debtor if he is satisfied that there are reasonable grounds for believing that –

(a) the debtor owes a debt to the applicant;

(b) the debtor is about to leave the Territory;

(c) failure to arrest the debtor would defeat, endanger or materially prejudice an applicant's prospects of recovering a debt; and

(d) the debt –

(i) is for wages due by the debtor to the applicant; or

(ii) is for an amount not less than the prescribed amount.

[67] A question arose as to whether s 4(3)(b) of the Act, when read in the context of the legislative history of such provisions in the Territory and the Act as a whole, required an element of purpose to the debtor leaving the Territory which was connected with the subject matter of the claim. In other words, was it necessary for the plaintiffs to establish that Mr Sim's intention or purpose in leaving the Territory was to avoid the consequences of the legal process that had been brought against him? In support of such a contention

Mr Close relied on the decision of *Hay v Butler and Crooks (A Firm)* (1991) 7 WAR 333 at 340.

[68] In my opinion while the provisions of s 4(3)(b) and (c) require a consideration of all of the circumstances of a debtor leaving the Territory including his or her reason for leaving the Territory, it is not necessary for a plaintiff to prove in every case that the purpose of the debtor leaving the Territory is to abscond or to avoid his creditors. In some cases proof that the debtor is leaving the Territory for the purpose of absconding from his creditors may readily lead to a conclusion that there are reasonable grounds to believe that failure to arrest the debtor would defeat, endanger or materially prejudice an applicant's prospects of recovering a debt. In other cases such a conclusion may be reached in the absence of the proof of such intention or purpose on the part of the debtor. The provisions of the Act are aimed at ensuring that so far as is reasonably possible the recovery of a debt by a creditor is not defeated by a debtor leaving the Territory. An arrest is not a penalty imposed on a citizen as a consequence of his or her inability to pay a debt. The provisions of the Act recognize that a debtor's departure from the Territory may be subordinated to what is reasonably necessary to ensure the proper recovery of a debt. The language of the text of s 4(3)(b) is clear and unambiguous and is consistent with the other provisions of the Act. The object of the court in interpreting a statute is to see what is the intention expressed by the words used: *Cooper Brookes (Wollongong) Pty Ltd v Commissioner of Taxation* (1980) 147 CLR at 304 – 305.

[69] Mr Close's submissions require the words "for the purpose of avoiding legal process or the payment of his or her creditors" or similar words to be read into s 4(3)(b) of the Act. There is no proper basis for doing so. If such words were read into s 4(3)(b) of the Act there would be little work for s 4(3)(c) to do. Words should only be "read into a statute" if three conditions are fulfilled. First, the court must know from a consideration of the legislation read as a whole, precisely what the mischief was that it was the purpose of the legislation to remedy. Secondly, the court must be satisfied that by inadvertence parliament has overlooked an eventuality which must be dealt with if the purpose of the legislation is to be achieved. Thirdly, the court must be able to state with certainty what words parliament would have used to overcome the omission if its attention had been drawn to the defect: *Mills v Meeking* (1990) 169 CLR 214 at 244. The last two conditions have not been fulfilled. If parliament intended that the provisions of s 4(3)(b) of the Act required that an applicant must prove that a debtor's purpose in leaving the Territory was to avoid the payment of the debt the section would contain express words to that effect.

[70] It is not reasonable or necessary to read any words into s 4(3)(b). The position of the debtor under the Act is protected from abuse by the requirement in s 4(3)(c) that there has to be reasonable grounds for believing that failure to arrest the debtor would in some substantial way affect the creditors' prospects of recovery. There is also an obligation to promptly bring the debtor, once arrested, before a court. The courts have

wide powers to deal with the matter and to order the release of the debtor conditionally or otherwise.

[71] The decision of *Hay v Butler and Crooks (A Firm)* (supra) is distinguishable because that decision was peculiarly the result of the provisions of the Interpretation Act 1984 (WA). Under s 32 Interpretation Act (WA) headings form part of the statute and may be referred to for the purposes of interpretation. The heading to Part II of the Restraint of Debtors Act (WA) was “Absconding Debtors”.

Intention to avoid creditors

[72] Alternatively to the submissions that he made in relation to the interpretation of s 4(3)(b), Mr Ford argued that there are reasonable grounds to believe that the plaintiff left Darwin and travelled to Indonesia in March 2005 with the intention of absconding from his creditors and was returning to Indonesia with the same intention. In support of this argument Mr Ford made the following submissions. At the time Mr Sim left Darwin in March 2005 he owed various creditors in excess of \$130,000. Prior to leaving Darwin in March 2005 and since Mr Sim has proved very difficult to serve with legal process and there have been a number of orders for substituted service. His departure to Indonesia followed the forced sale of his residential property in Darwin. If Mr Sim’s airline passenger or departure cards are a true statement of his intentions about where he is to reside he formed the intention to permanently reside in Indonesia after he left Darwin

in March 2005. The following factors also lend support to Mr Ford's argument. Mr Sim and Ms Lestari Sim left the Territory suddenly in February or March 2005. I so find on the basis of the unsworn affidavit of Ms Lestari Sim which is annexure PEM1 to the affidavit of Ms Edwards-Moffat. The affidavit was prepared by Mr Close on the instructions of Mr Sim. Paragraph 7 of the affidavit states, "I left Darwin on short notice and did not have time to sell my furniture and had no where else to put it. I may have placed some old clothes of the respondent in the shed as he went to Jakarta before me..." Mr Sim worked extensively in Indonesia and South East Asia during the time that he lived in Darwin and previously it had not been necessary for him to live in Indonesia. Mr Sim has set up his bank accounts so that the account holding the majority of his funds in Indonesia may only be accessed by Mr Sim personally in Indonesia. Mr Sim made no arrangements to pay his creditors prior to departing for Indonesia. The major agreement pursuant to which he and Television News Agency (NT) Pty Ltd undertake work requires Mr Sim to be in Indonesia only until 31 August 2006. Mr Sim has given assets to Television News Agency (NT) Pty Ltd for no consideration. Mr Sim did not return the goods that he had hired from CBFC Limited to that company. Mrs Lestari Sim returned to live in Darwin.

[73] Mr Sim's evidence was that he has been living in Indonesia for more than 12 months and he intends to continue to live in Indonesia. There is little work for him in Darwin and he is capable of obtaining a significant amount of

work in Indonesia and South East Asia. He proposes to marry his current partner who is an Indonesian citizen in Indonesia in September 2006.

[74] I find that there are reasonable grounds to believe that a substantial reason, not necessarily the sole reason, for Mr Sim leaving the Territory in March 2005 was to avoid his creditors. I so find for the reasons set out in par [72] above. However, if Mr Close's argument as to the interpretation of s 4(3)(b), which I have found to be incorrect, were correct the relevant intention or purpose would be Mr Sim's current intention or purpose for leaving the Territory. While I believe that Mr Sim appreciates that his creditors will be disadvantaged if he returns to Indonesia, I find that Mr Sim is returning to Indonesia to go back to work and that he intends to remain in Indonesia until the end of the current contract between Television News Agency (NT) Pty Ltd and Network Ten Pty Limited and Seven Network (Operations) Limited and until he has married his current partner. It is difficult to say where Mr Sim intends to live after the expiry of the current contract between Television News Agency (NT) Pty Ltd and Network Ten Pty Limited and Seven Network (Operations) Limited.