Filed: 11 November 2025 7:27 PM

D00029D9GJ

Written Submissions

COURT DETAILS	
Court	Supreme Court of New South Wales, Court of Appeal
List	Court of Appeal
Registry	Supreme Court Sydney
Case number	2025/00273969

TITLE OF PROCEEDINGS	
First Applicant	CLOUGH PROJECTS AUSTRALIA PTY LTD ACN 109444215
Second Applicant	Salvatore Algeri
Number of Applicants	3
First Respondent	ELECNOR AUSTRALIA PTY LTD ACN 168435658

FILING DETAILS	
Filed for	CLOUGH PROJECTS AUSTRALIA PTY LTD,Applicant 1 Salvatore Algeri,Applicant 2 David Orr,Applicant 3
Legal representative	Justin Vaatstra
Legal representative reference	
Telephone	

ATTACHMENT DETAILS

In accordance with Part 3 of the UCPR, this coversheet confirms that both the Lodge Document, along with any other documents listed below, were filed by the Court.

Written Submissions (Clough v Elecnor - Reply (Signed).pdf)

[attach.]

Clough Projects Australia Pty Ltd & Ors v Elecnor Australia Pty Ltd
Applicants' Reply

A Introduction

1. Elecnor accepted before the primary judge that "an arbitration agreement may become inoperative in circumstances where it has been repudiated, abandoned or waived" [WF102 [58]]. It also "readily" accepted that "waiver" in this context refers to "an intentional and knowing failure to take a point at a time when it should be taken" [WF115 [100]]. And it accepted that it waived *a* "right to arbitrate" by "commencing these proceedings" [WF115 [101]]. The real dispute between the parties as to waiver has always been about the *scope* of that waiver.

2. Elecnor's repeated refrain is that it could not have waived its right to arbitrate the claim for contribution when that claim had not been "ventilated" or "foreshadowed" or "arisen" before the proceedings: respondent's submissions dated 30 October 2025 (**RS**) [2], [5], [6], [14], [27], [54], [55], [61]. But a plaintiff who commences proceedings must waive its right to arbitrate the "matter" or "matters" raised by its own pleaded allegations, whether or not it anticipates the precise scope of the issues at the time of commencement. Here, the "matter" or "matters" so raised must have included whether Elecnor "is and was at all material times ready and willing to perform *the terms* of the JV Deed insofar as they remain to be performed, and to do *all* matters and things on its part to be done", as it contended. The applicants were—and are—entitled to join issue with that contention based on Elecnor's refusal to pay contribution upon demand. Elecnor's appeals to "principles of arbitration law and equity" (RS [4]) do not grapple with the terms of its own pleading and misstate the effect of the authorities cited.

3. Apart from waiver, the arbitration agreement became inoperative by reason of repudiation and abandonment. As to repudiation, Elecnor was not merely "bringing *some* matters before the Court" in commencing these proceedings; it was advancing claims which, in its words, "may bring the joint venture to an end": cf RS [58]–[59] (emphasis added). That position was "substantially inconsistent" with its obligations under the arbitration agreement which it now seeks to invoke: see applicant's submissions dated 14 October 2025 (**AS**) [45]–[46]. As to abandonment, Elecnor now accepts that an "agreement to litigate" some claims may be "inferred" from the parties' conduct: RS [49]. However, such an inferred agreement cannot sensibly be confined to only some of the issues in the proceedings.

4. In these submissions, we address the issues raised by Elecnor's submissions in the order they arise as reflected in the AS. First, we address the "matter" and knowledge issues which determine the scope of the waiver in this case (**Sections B and C**). Next, we address the arbitrability, parties and construction issues which go to whether the arbitration agreement has been repudiated or abandoned (**Sections D to G**). We then address the issue raised by Elecnor's cross-appeal as to whether the primary judge should have stayed the applicants' defence impugning the offer to acquire Clough's interest for $1 (**Section H**). Finally, we address whether the primary judge ought to have stayed the balance of the proceedings if his Honour was required to stay the applicants' cross-claim and/or one of its defences (**Section I**).

B The "matter" issue

5. On the "matter" issue, Elecnor contends that there are "three key flaws" in the applicants' arguments: RS [12]. None of these withstand scrutiny, for the following reasons.

6. *First*, Elecnor submits that no issue as to "the characterisation of a 'matter'" arises "on the question of whether the Cross-Claim ought to have been stayed": RS [13]. That is not true. As noted above and explained further below, if the "matter" or "matters" raised by Elecnor's own claims in this Court encompassed the issues on the cross-claim, then its acknowledged waiver of its right to arbitrate must have extended to those issues. Indeed, on that hypothesis, the issues on the cross-claim would not constitute a "matter" in the proceedings which the Court would be required to stay under s 7(2) of the IAA.

7. *Secondly*, Elecnor submits that "the applicants do not engage with settled principles concerning the meaning and identification of a 'matter'", according to which a "matter" need not extend to "*all* issues that *could* be raised in defence" or "*everything* one party *might* raise in response to another party's claim": RS [15], [17]-[18] (emphasis added). But this knocks down another strawman: see AS [19]. The applicants do not say that every possible defence to every possible claim forms part of the same "matter" as the claim. But the defence here is one traversing a contention that Elecnor is ready and willing to perform based on its failure to pay contribution on demand. The "right or liability in dispute" in that defence is not "susceptible of settlement as a *discrete* controversy" from what was raised by Elecnor's contention: cf RS [18].

8. None of the authorities cited by Elecnor suggests that such a defence may be regarded

as a separate "matter": cf RS [18]-[21]. In *Tanning Research*, the *defendant* liquidator obtained a stay of a matter raised by the plaintiff as to "the amount, if any, enforceable as a debt for goods sold and delivered", which was the "substance of the controversy" between the parties.[1] In *Flint Ink*, a "*third party*" to proceedings in the Supreme Court of Victoria (the equivalent of a cross-defendant in the procedure of this Court) obtained a stay of a matter as to whether it breached contractual and tortious duties of care.[2] And in the *Hancock Prospecting* cases, the matters arose out of counterclaims and defences positively asserting an equitable interest in tenements said to have priority over the interests of other parties.[3] None of these cases involved a plaintiff seeking to stay issues arising upon a traverse of its own contention.

9. The point Elecnor derives from these authorities is that "interdependencies between issues arising in a proceeding… do not *make* the issues all part of the one and same 'matter'": RS [22] (emphasis added). It may be accepted that separate "matters" do not become one *merely* because the issues involved in them are interdependent. But the question here is whether the issues referred to arbitration constituted a separate "matter" in the first place. Those issues are not just interdependent with, but encompassed by, the issue arising from Elecnor's allegation of readiness and willingness.

10. Elecnor relies on the finding that "the Cross-Claim raises alleged rights, both contractual and equitable, that are distinct from those in issue on Elecnor's claims": RS [24] and J [106]. This is incorrect, as demonstrated by the fact that the Cross-Claim was not referred to arbitration in its entirety: the orders carved out (on Elecnor's application) CLXS [15] (WF252, 300). In any event, one "matter" may involve multiple rights with different juridical sources: see AS [16]. Further, the scope of a "matter" for the purposes of section 7(2) of the IAA is to be understood by reference to the terms of the arbitration agreement.[4] Here, that agreement is broadly expressed, referring to "a dispute or difference in connection with [the JV Deed] or the Project",[5] which requires "a broader focus on the overall dispute more generally characterised".[6] As noted in chief, the

1 (1990) 169 CLR 332 at 352 per Deane and Gaudron JJ, see also at 344–345 per Brennan and Dawson JJ.
2 (2014) 44 VR 64 at [34] per Warren CJ, [93] per Nettle JA.
3 *Hancock Prospecting Pty Ltd v DFD Rhodes Pty Ltd* (2020) 55 WAR 435 at [18], [81], [197]–[198] per Quinlan CJ (Beech and Vaughan JJA agreeing); *DFD Rhodes Pty Ltd v Hancock Prospecting Pty Ltd* (2022) 59 WAR 316 at [43], [78]-[78], [153]-[154], [171] per Quinlan CJ and Beech JA.
4 *Comandate Marine Corp v Pan Australia Shipping Pty Ltd* (2006) 157 FCR 45 at [235] per Allsop J.
5 JV Deed, cl 23.3 read with the definition of "dispute" in cl 23.2(a) [WF340].
6 *Hancock Prospecting Pty Ltd v Rinehart* (2017) 257 FCR 442 at [157] per Allsop CJ, Besanko and O'Callaghan JJ, cited in RS [16].

applicant's right to contribution also forms part of what Elecnor seeks to acquire by its claim for specific performance of the compulsory buyout provisions: AS [16].[7] That right is correlative to obligations that Elecnor claims to be ready and willing to perform.

11. Elecnor says that, even if "findings" on the issue of Clough's entitlement to contribution "may affect" the issue as to Elecnor's readiness/willingness to perform, this "does not affect the identification of the distinct 'matters'": RS [25]. This assertion assumes and does not demonstrate there are distinct matters. Further, this is not just a case where *findings* on one issue may affect the findings to be made on another issue. The issues are completely intertwined: the applicants dispute Elecnor's readiness and willingness *on the basis of* an undischarged entitlement to contribution from Elecnor which the Trustees say is due to them, under the very JV Deed that Elecnor says it is ready and willing to perform. Elecnor's entitlement to specific performance is wrapped up with whether contribution is required to be paid; and if an expert determination is ordered the value of Clough's share (or the Trustees' share) of the JV will be affected by whether Elecnor is obliged to pay the Trustees or Clough for 50% of the bonds called upon by Transgrid. If the compulsory buy-out process is enforced, it may be impossible then for the Trustees (or alternatively Clough) to seek contribution from Elecnor. And the question of whether the right to be paid contribution was transferred to the Trustees by the DOCA arises in the Cross-Claim (CLXS [15]), as it does in Elecnor's claims. Thus, the stay ordered by the primary judge purported to "carve out" the applicants' side of the controversy that was to remain in the Court where there was no discrete "matter": see AS [15], [19]. That is not permitted, let alone required, by the authorities.[8]

12. *Thirdly*, Elecnor submits that "seeking specific performance and pleading it was ready and willing" did not "*put in issue* any dispute concerning cl 13.2 of the JV Deed that might be raised by the applicants by way of cross claim": RS [27] (emphasis added). However, allegations are only "put in issue" by a defendant denying or not admitting them, as the applicants did in response to the plea of being ready and willing to perform.

13. Elecnor seeks to justify this submission at a "factual level" on the basis that the applicants' claim under cl 13.2 had not been "foreshadowed" and did not "exist" when the proceeding was commenced: RS [27]. However, the scope of the allegations that

[7] cf CLR [28(c)] denying that "Clough's Payment Rights" could be purchased from Clough after they were transferred by the DOCA to the Trustees for the benefit of the Clough Creditors' Trust [WF284].

[8] See *Hancock Prospecting* (2017) 257 FCR 442 at [157]; *DFD Rhodes Pty Ltd* (2022) 59 WAR 316 at [171].

were pleaded by Elecnor and could be put in issue by the applicants does not depend on what was "foreshadowed" in pre-trial correspondence. In the case cited by Elecnor, Windeyer J recognised that a plea of being ready and willing is not confined to obligations triggered when the plea is made at the time of commencing but extends to doing "at the proper time in the future whatever in the events that have happened the contract requires that [the plaintiff] do":[9] AS [22]; cf RS [27].

14. Elecnor next seeks to support its submission at a "legal level" on the basis that a specific performance plea "applies only to obligations that are essential to that which is sought to be enforced" and not "independent" obligations: RS [28]. This ignores the terms of Elecnor's pleading, which were not confined to essential or dependent obligations: CLS [32], [WF269] (emphasis added). Further, even if Elecnor's plea could be confined to obligations that were "essential" to invoking the compulsory acquisition process in cl 21.3(a)(iv) of the JV Deed, that would just point to one issue of construction arising on that plea, namely whether that process was dependent on performance of the obligation to contribute under cl 13.2 of the JV Deed. The primary judge was not invited to—and did not—resolve that substantive issue in determining the interlocutory applications, and Elecnor does not contend that his Honour ought to have done so.

15. Elecnor also says that the dispute as to its liability to make payment does not "make it unready, unwilling or unable to perform", which could only be said after it had been "found liable to pay" and refused to do so: RS [29]. Whether the applicants could only resist Elecnor's plea in the event of such a refusal is another substantive issue in the underlying proceedings which the primary judge was not invited to and did not resolve. Had that issue arisen, the applicants would have pointed out that the obligation in cl 13.2 is to pay "within two Business Days of a written demand", not if and when the party is found liable to pay in the forum of its choice. In turn, the applicants would have submitted that a refusal to pay unless and until such a finding is made *does* evince a "definitive resolve or decision against doing in the future what the contract requires".[10]

16. Elecnor is not assisted by its assertion that the applicants have raised "new claims … that would have changed the proceedings from a dispute concerning narrow questions on the effect of the DOCA into a large and complex factual dispute concerning a wide

9 *Mehmet v Benson* (1965) 113 CLR 295 at 314 per Windeyer J.

10 *Rawson v Hobbs* (1961) 107 CLR 466 at 481 per Dixon J. See also *Foran v Wight* (1989) 168 CLR 385 at 425 per Brennan J noting that the reference to a "definitive" resolve or decision raises a question of degree.

range of obligations": cf RS [2]. There is no principle that a dispute may become a separate "matter" merely because it is more factually complex than other aspects of the proceedings. In any event, the issues as to contribution concern the obligation under cl 13.2 and in equity, not "a wide range of obligations". Further, there are various factual issues arising on Elecnor's claim, such as whether it waived, abandoned or elected not to exercise any right to make an offer of purchase for Clough's Participating Interest based on a failure to remedy the default in November 2022.[11]

17. Nor is Elecnor assisted by the assertion that "specific performance would have followed as a matter of course if [it] established its entitlement to the declaration as sought" based on "what had been in dispute" at the commencement of its claims: cf RS [7]. That claim always depended on a plea that Elecnor was ready and willing to perform, and the remedy sought always lay "in the discretion of the court".[12] It has never been possible to sever the dispute about Elecnor's entitlement to that remedy from the dispute about the applicants' entitlement to contribution.

C The waiver issue

18. Elecnor criticises the applicants for not identifying "what is meant" by waiver or "how it differs from the separate arguments on repudiation and abandonment": RS [53]. However, the concept is not novel in this area: cases where a party loses "its 'right' to insist on arbitration … by acting inconsistently with that contractual right … are *typically* considered in terms of waiver":[13]

19. Elecnor denies that the waiver arising from its commencement of the proceedings extended to whether it was liable to pay contribution on the basis that a claim had not been "ventilated" or "foreshadowed," and it was not "aware" of the claim before commencing proceedings: eg RS [5], [6], [14], [27], [54]. Given that Clough had suffered drawdowns on its bonds to the tune of some $110 million and never abandoned its right to claim contribution under cl 21.3 of the JV Deed, the claim under that clause could hardly have come as a surprise. In any event, whether Elecnor anticipated the precise basis on which the applicants would defend its claim is not determinative.

20. Elecnor accepts that waiver only requires "an awareness of the facts giving rise to the

---

[11] CLR [15(c)] [WF280].

[12] *Lionsgate Australia Pty Ltd v Macquarie Private Portfolio Management Ltd* (2007) 62 ACSR 522 at [63] per Barrett J.

[13] *Nyunt v First Property Holdings Pte Ltd* (2022) 308 ALR 277 at [74] per Bell CJ (Macfarlan and Gleeson JJA agreeing) (emphasis added).

rights which are being foregone; the right to forego those *rights*; and the connection between the two": RS [54] (emphasis added). A plaintiff who commences proceedings does not only forego its right to arbitrate its *own* allegations—for these just constitute one side of the controversy to which the right attaches. Rather, the plaintiff must forego the right to arbitrate the "matter" or "matters" arising from those allegations to the extent traversed by the defendant. Here, Elecnor does not dispute that it was aware of the arbitration agreement, the scope of its allegations, the ability to forego its right to arbitrate, and the fact that commencing proceedings would have that effect.

21. Elecnor also asserts that "the principal dispute it *sought* to have resolved concerned the effect of the DOCA": RS [43] (emphasis added). But the scope of the waiver arising from Elecnor's conduct is not determined by the (principal or other) objective that it sought to pursue. It depends on the scope of the matter arising from Elecnor's claims, which is "to be ascertained from the pleadings, and from the underlying subject matter upon which the pleadings, including the defence, are based": AS [17]. For the reasons set out in chief and above, the "matter" or "matters" arising from Elecnor's claims included the issue as to the applicants' entitlement to contribution, such that the pursuit of the former in court waived any right to require arbitration of the latter.

D The arbitrability issue

22. It overstates matters to say that the dispute "turns on the application and effect of the DOCA itself, including in light of ss 444D and 451E of the *Corporations Act*": cf RS [34]. Rather, the dispute brought by Elecnor turns on whether Elecnor may vindicate (alleged) private contractual rights as against either Clough or the Trustees. To the extent that issues arise as to the proper construction of the DOCA and the scope of property that has passed to the Creditors Trust, those questions do not involve "insolvency proceedings" or the invoking of special powers to be exercised having regard to specialist public interest criteria (see AS [28]-[29]).

23. Elecnor refers to two features of its claims that are said to render them not arbitrable: RS [35]. One is that a DOCA is a "public instrument". But this description just recognises that such a deed binds creditors by force of provisions in the *Corporations Act* (ss 444D, 444G).[14] Given that an arbitral tribunal can decide questions arising under that Act itself (AS [29]), there is no reason why it cannot also arbitrate questions arising

[14] *Goldus Pty Ltd v Cummins (No 4)* [2021] FCA 1095 at [183] per Colvin J cited in RS fn 6.

under an instrument made binding pursuant to that Act.

24. The other feature of the claims relied on is that the issues may "affect the *res* of the trust" under which creditors are beneficiaries. However, the Trustees' obligations arise in equity and under the Trust Deed. They are sued, and bring their counterclaim, in the same way that any other trustees would in an *inter parties* dispute; and questions as to the *res* or property falling within the trust do not give rise to any special matter of public interest. Further, the submission fails to explain why the applicants' contribution claim ought be stayed whereas Elecnor's claim must remain in Court: the applicants' claim to contribution for the drawdown on Clough's securities also affects the *res* of the trust, so that claim could not be stayed if this alone rendered a matter non-arbitrable: cf RS [36].

E The parties issue

25. Elecnor also says the Trustees were not claiming "through or under" Clough because they are relying upon "the terms and effect of the DOCA and the *Corporations Act*", not "rights or defences that had ever been available to Clough": RS [37]-[38]. This is a false distinction. The Trustees only rely on the DOCA and *Corporations Act* to justify the transfer of Clough's "rights" to them despite the prohibitions on assignment.[15] The Trustees also justify the transfer on other grounds: that properly construed the prohibitions do not extend to certain rights and that, if they prohibited dealings with all rights under the JV Deed, they would be contrary to public policy.[16] These are additional grounds on which the Trustees are seeking to assert Clough's rights under the JV Deed; they do not derogate from the fact the Trustees are claiming "through or under" Clough.

26. The fact that the Trustees have not adopted the JV Deed goes nowhere on this issue: cf RS [41]. If they had adopted the deed, they would have become parties to that deed as a matter of contract law, *regardless* of whether their claims were "through or under" Clough. The whole point of the extended definition is to cover persons who are *not* parties on that basis but do claim "through or under" someone who is.

F The construction issue

27. In its terms, cl 23.3(a) of the JV Deed provides that, if the parties have not resolved a dispute or agreed an alternative dispute resolution process, "any party *may … submit* the dispute to arbitration". The primary judge held that the use of the word "may"

---

15 CLR [8(b)-(c)], with which Elecnor joins issue by its commercial list reply.
16 CLR [8(d)-(e)], with which Elecnor also joins issue by its commercial list reply.

recognised "a choice between arbitrating the dispute in Singapore or taking it no further": J[75] [WF38]. Elecnor submits that the word "gives each party the right to *insist* upon arbitration": RS[51] (emphasis added). But this rewrites the clause as saying that "each party may *require* that any dispute *be submitted* to arbitration".

28. In its leave response, Elecnor submitted that this was "how arbitration clauses using the permissive term 'may' have been construed in other cases": RSA[24] [XWF14]. This was addressed by the applicants in chief (AS [38], [41]-[42]), and Elecnor has now retreated to a submission that the construction of a "similarly drafted clause" in one case does not "determine the meaning of a clause in a different contract": RS[46]. But this does not gainsay the force of the reasoning in the authorities, including as to the commercial inconvenience of Elecnor's construction.[17]

29. Elecnor seeks to support its construction based on two matters of context. One is that cl 23.3(a) envisages forms of dispute resolution other than arbitration: RS[47]. But that only tends *against* the idea that the word "may" imports a *further* choice of forum where the parties have not "agreed an alternative dispute resolution process" by executive negotiation under cl 23.2. The other contextual matter is that the EPC Contract does not contain an arbitration agreement and "the parties could conceivably (if not likely) prefer to have the disputes all resolved in the one forum": RS[48]. But Elecnor's construction only *encourages* the bifurcation of disputes—as in this very case—by entitling either party to require that any dispute be submitted to arbitration.

G The repudiation and abandonment issues

30. Assuming that cl 23.3(a) is mandatory, Elecnor submits that a breach, "by bringing *some* matters before the Court, does not without more evince any objective intention to no longer be bound", in the absence of "pre-writ correspondence": RS [58] (emphasis added). Here, Elecnor's claims followed an email seeking confirmation of instructions to accept service of what were described—without qualification—as "Court proceedings in relation to the Secure Energy Joint Venture" [WF562], which was hardly consistent with an ongoing willingness to abide the arbitration agreement. Further, Elecnor did not simply bring "*some* matters" before the Court. By its own acknowledgment, its claims "may bring the joint venture to an end" entirely: RS[59]. It is trite the arbitration agreement could survive discharge of the JV Deed under the separability principle (see

[17] See *InfraShore Pty Ltd v Health Administration Corporation* [2015] NSWSC 736 at [35] per Hammerschlag J.

AS[45]), but that does not gainsay the repudiatory character of Elecnor's conduct.

31. As to abandonment, Elecnor now accepts that an "agreement to litigate" certain claims is to be "inferred by conduct": RS[49]. So the real issue here is whether the agreement was confined to the "Clause 21.3 Matter", as Elecnor alleges, or extends to issues arising from the traverse of the plea of being ready and willing, especially in light of the pre-writ correspondence and the joint-venture-ending character of the claims. And unlike waiver, this issue does not depend on any question of knowledge.

H *The $1 offer issue*

32. In support of its proposed cross-appeal, Elecnor submits that the so-called "Bad Faith Breach Contention" raises "separate factual allegations concerning alleged breaches of separate clauses of the JV Deed": RS[66]. But there is no principle or authority treating every set of "separate factual allegations" involving "separate clauses" as a discrete "matter", especially under a broadly worded arbitration clause like that here. Elecnor then submits that merely being a defence to the claim for specific performance does not "make" this contention "part of the same 'matter'": RS[67]. But the defence merely disputes the validity of the offer pleaded by Elecnor, just as the applicants impugn the first notice of default based on waiver, abandonment or election: CLR[15(c)] [WF280].

I *The case management stay issue*

33. Contrary to RS[63], Elecnor's declaration *does* extend to the "Payment Rights" in CLR[8(c)-(e)] given Elecnor has joined issue with the argument that its "Participating Interest" does not include those rights by its commercial list reply. Contrary to RS[64], the finding at J[135] was that the resolution of the controversy "as to the acquisition of Clough's interest" will not depend on the outcome of the arbitration; the primary judge did not refer there to "resolution of the DOCA dispute". Further, it is not "nonsensical" that the entitlement to contribution in the cross-claim ought be determined before Elecnor's claim, because the Court cannot determine whether Elecnor is ready and willing to perform until knowing whether the applicants are correct in their claim that Elecnor is in default of its obligation to make contribution.

Julie Taylor	**Tom O'Brien**	**Daniel Farinha**
Shoreline Chambers	Eleven Wentworth	Eleven Wentworth
08 6288 2408	02 8228 7114	02 8066 0891
jtaylor@shorelinechambers.com.au	obrien@elevenwentworth.com	farinha@elevenwentworth.com

CERTIFICATION OF SUITABILITY FOR PUBLICATION

COURT DETAILS	
Court	Supreme Court of New South Wales, Court of Appeal
Registry	Sydney
Case number	2025/00273969
TITLE OF PROCEEDINGS	
First Applicant	**Clough Projects Australia Pty Ltd (ACN 109 444 215)**
Number of applicants	3
Respondent	**Elecnor Australia Pty Ltd (ACN 168 435 658)**
PROCEEDINGS IN THE COURT BELOW	
Title below	Elecnor Australia Pty Ltd v Clough Projects Australia Pty Ltd & Ors
Court below	Supreme Court of New South Wales
Case number below	2024/467526
Dates of hearing	28-29 May 2025
Material date	19 June 2025
Decision of	Justice Stevenson
FILING DETAILS	
Filed for	**Clough Projects Australia Pty Ltd, Salvatore Algeri and David Orr,** applicants
Filed in relation to	Whole decision below
Legal representative	Justice Vaatstra, Arnold Bloch Leibler
Legal representative reference	011929377
Contact name and telephone	Justin Vaatstra, 61 3 9229 9961
Contact email	JVaatstra@abl.com.au
CERTIFICATION	

I, Justin Vaatstra, solicitor for the Applicants, certify pursuant to paragraphs 27 and 28 of Practice Note SC CA 01 – Court of Appeal that the Applicants' Submissions filed 11 November 2025 are suitable for publication.

SIGNATURE	
Signature of legal representative	
Capacity	Solicitor for Applicants
Date of signature	11 November 2025