

## NOTICE OF FILING

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### Details of Filing

Document Lodged: Defence - Form 33 - Rule 16.32  
File Number: QUD147/2017  
File Title: SECURITIES AND EXCHANGE BOARD OF INDIA v MIRESORTS GROUP 1 PTY LTD ACN 140 177 395 & ANOR  
Registry: QUEENSLAND REGISTRY - FEDERAL COURT OF AUSTRALIA



A handwritten signature in blue ink that reads 'Warwick Soden'.

Dated: 22/09/2017 2:43:01 PM AEST

Registrar

### Important Information

As required by the Court's Rules, this Notice has been inserted as the first page of the document which has been accepted for electronic filing. It is now taken to be part of that document for the purposes of the proceeding in the Court and contains important information for all parties to that proceeding. It must be included in the document served on each of those parties.

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## Defence

Federal Court of Australia  
District Registry: Queensland  
Division: General

No. QUD147 of 2017

**SECURITIES AND EXCHANGE BOARD OF INDIA**  
Applicant

**MIRESORTS GROUP 1 PTY LTD (ACN 140 177 395) and another named in the Schedule**  
Respondents

**SUKHWINDER KAUR**  
First Interested Party

**GURPARTAP SINGH**  
Second Interested Party

### Defence of First and Second Interested Parties

- A. The First Interested Party (**Kaur**) and Second Interested Party (**Singh**) are the fifth and sixth respondents respectively to proceeding QUD528/2016 (**Janlok Proceeding**).
- B. Kaur and Singh file this defence to the applicant's statement of claim dated 17 March 2017 (**SEBI SOC**) in the instant proceeding, and to paragraphs 64, 66 and 67 of the amended statement of claim filed in the Janlok Proceeding (**Janlok ASOC**), pursuant to paragraph 1 of the orders of his Honour Justice Lee dated 12 September 2017.

To the allegations in the SEBI SOC, Kaur and Singh say as follows (adopting for convenience only, and without admission, the headings in the SEBI SOC):

- 1 They admit the allegations in paragraph 1.
- 2 As to paragraph 2:
  - (a) they admit the allegations in paragraph 2.1;

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- (b) they admit the allegations in paragraph 2.2;
- (c) as to paragraph 2.3:
  - (i) they do not admit that the first respondent (**MiiResorts**) was the owner of the Sheraton Mirage Resort on the Gold Coast, Queensland;
  - (ii) they say that title searches indicate that MiiResorts was the registered proprietor of leasehold interests in respect of the Sheraton Mirage Hotel and the Sports Mirage during the period 20 May 2010 to 27 January 2017;
  - (iii) they otherwise do not admit the allegations in paragraph 2.3 because:
    - (A) they have no knowledge of the matters otherwise pleaded in that paragraph;
    - (B) having regard to the time limited for filing and serving of this defence, they are unable to make inquiries to find out whether the allegations in that paragraph are true or untrue;
    - (C) they remain uncertain as to the truth or falsity of the allegations in that paragraph;
- (d) they admit the allegations in paragraph 2.4.

3 As to paragraph 3:

- (a) they admit that settlement occurred of the sale of the Sheraton Mirage by MiiResorts to Australian Wattle Development Pty Ltd (**the sale**);
- (b) they otherwise do not admit the allegations in paragraph 3 because:
  - (i) they have no knowledge of the matters otherwise pleaded in that paragraph;
  - (ii) having regard to the time limited for filing and serving of this defence, they are unable to make inquiries to find out whether the allegations in that paragraph are true or untrue;
  - (iii) they remain uncertain as to the truth or falsity of the allegations in that paragraph.

4 They do not admit the allegations in paragraph 4 because:

- (a) they have no knowledge of the matters pleaded in that paragraph;

- (b) having regard to the time limited for filing and serving of this defence, they are unable to make inquiries to find out whether the allegations in that paragraph are true or untrue;
- (c) they remain uncertain as to the truth or falsity of the allegations in that paragraph.

5 As to paragraph 5:

- (a) they admit the allegations in paragraph 5.1;
- (b) as to paragraph 5.2:
  - (i) they admit the second respondent (**PIPL**) holds 50% of the issued shares in MiiResorts;
  - (ii) they say that the issued shares in MiiGroup Holdings Pty Ltd (**MiiGroup**) are held by:
    - (A) PIPL, which holds 1 A-class share; 50 million B-class shares; and 47,999,000 D-class shares; and
    - (B) MBH Holdings Australasia Pty Ltd (**MBH**), which holds 750,001 C-class shares;
  - (iii) they say that different rights attach to A-class, B-class, C-class and D-class shares in MiiGroup;
  - (iv) they otherwise admit the allegations in paragraph 5.2;
- (c) they do not admit the allegations in paragraph 5.3 because:
  - (i) they have no knowledge of the matters pleaded in that paragraph;
  - (ii) having regard to the time limited for filing and serving of this defence, they are unable to make inquiries to find out whether the allegations in that paragraph are true or untrue;
  - (iii) they remain uncertain as to the truth or falsity of the allegations in that paragraph;
- (d) they admit the allegations in paragraph 5.4.

6 As to paragraph 6:

- (a) they admit the allegations in paragraph 6.1;
- (b) as to paragraph 6.2:

- (i) they admit that PACL has traded under the names 'Pearls' and 'Pearls Group';
- (ii) they otherwise do not know and cannot admit the allegations in paragraph 6.2.

7 As to paragraph 7:

- (a) as to paragraph 7.1:
  - (i) they admit that Mr Nirmal Singh Bhangoo (**Bhangoo**) is a natural person born in India;
  - (ii) they otherwise deny the allegations in paragraph 7.1 and say that Bhangoo was born on 14 April 1955;
- (b) as to paragraph 7.2:
  - (i) they admit that Bhangoo was a director of each of PACL, MiiResorts and MiiGroup during the periods pleaded therein;
  - (ii) they do not know and therefore cannot admit that Bhangoo was Chairman of PACL;
  - (iii) they admit that Bhangoo was described as the Chairman of MiiResorts and MiiGroup;
  - (iv) they otherwise do not admit the allegations in paragraph 7.2;
- (c) as to paragraph 7.3:
  - (i) they admit that Bhangoo is related to each of the persons identified in subparagraphs 7.3.1 to 7.3.5 and in the manner described in those subparagraphs;
  - (ii) they otherwise object to plead to this paragraph as it is vague and embarrassing;
  - (iii) under cover of the objection in subparagraph (ii) above they admit that each of the persons identified in subparagraphs 7.3.1 to 7.3.5 has been a director of one or more of PIPL, MiiResorts or MiiGroup.

8 They admit the allegations in paragraph 8.

8A They say that during the periods they respectively held office as directors of MiiResorts:

- (a) they were non-executive directors of MiiResorts;

- (b) they did not receive a salary or other payment in respect of their positions as directors of MiiResorts;
- (c) they only attended occasional board meetings of MiiResorts in Queensland;
- (d) they did not actively participate in the management or direction of MiiResorts and in fact from on or about 1 January 2015 onwards they were prevented from actively participating in the management or direction of MiiResorts;
- (e) information, including in relation to the Sheraton Mirage, was withheld from them by other directors of MiiResorts;

### **Particulars**

Particulars will be provided following discovery and/or subpoenas in respect of, inter alia, board minutes and financial statements of MiiGroup during the relevant period.

9 They admit the allegations in paragraph 9.

9A They say that during the periods they respectively held office as directors of MiiGroup:

- (a) they were non-executive directors of MiiGroup;
- (b) they were each employed by MiiGroup in a marketing role and received a salary from MiiGroup in respect of that employment;
- (c) they did not receive a salary or other payment in respect of their positions as directors of MiiGroup;
- (d) they only attended occasional board meetings of MiiGroup in Queensland;
- (e) they did not actively participate in the management or direction of MiiGroup and in fact from on or about 1 January 2015 onwards they were prevented from actively participating in the management or direction of MiiGroup;
- (f) information, including in relation to the Sheraton Mirage, was withheld from them by other directors of MiiGroup.

### **Particulars**

Particulars will be provided following discovery and/or subpoenas in respect of, inter alia, board minutes and financial statements of MiiGroup during the relevant period.

10 As to paragraph 10:

- (a) they admit the allegations in paragraph 10.1 and say further that:

- (i) throughout the period that Singh was a director of PIPL he:
  - (A) resided in Melbourne, Australia, returning to India only occasionally but not to work for PIPL;
  - (B) was present at only one board meeting for PIPL, which he attended via teleconference to India;
- (ii) Singh did not receive a salary or other payment in respect of his position as a director of PIPL;
- (iii) Singh was not at any time actively involved in the management or direction of PIPL;
- (iv) to the best of their knowledge all decisions on behalf of PIPL were made by Mr M L Sehajpal and Mr K J S Toor;

### **Particulars**

Particulars will be provided following discovery and/or subpoenas in respect of, inter alia, board minutes and financial statements of PIPL during the relevant period.

- (b) as to paragraph 10.2:
  - (i) they admit that Mr Harvinder Singh Bhangoo was a director of PIPL;
  - (ii) they otherwise do not know and cannot admit the allegations in paragraph 10.2.

### **Declaration of trust**

- 11 They do not know and therefore cannot admit the allegations in paragraph 11.
- 12 They do not know and therefore cannot admit the allegations in paragraph 12.
- 13 As to paragraph 13, to the extent that this paragraph contains allegations of material fact they do not admit those allegations because:
  - (a) they have no knowledge of the matters pleaded in that paragraph;
  - (b) having regard to the time limited for filing and serving of this defence, they are unable to make inquiries to find out whether the allegations in that paragraph are true or untrue;
  - (c) they remain uncertain as to the truth or falsity of the allegations in that paragraph..
- 14 They do not know and therefore cannot admit the allegations in paragraph 14.

15 They do not know and therefore cannot admit the allegations in paragraph 15.

16 As to paragraph 16:

- (a) they admit that over a period of time MiiResorts received funds via a series of transactions totalling approximately \$133,000,000;
- (b) they do not know and therefore cannot admit:
  - (i) when those funds were received;
  - (ii) that the source of the funds was PACL;
- (c) they say that to the best of their knowledge at all relevant times those funds originated with PIPL, not PACL;
- (d) they otherwise do not admit the allegations in paragraph 16.

17 They do not know and therefore cannot admit the allegations in paragraph 17.

18 As to paragraph 18:

- (a) they deny the allegations in paragraph 18 insofar as it is alleged that Singh had knowledge at any material time of any of the matters alleged in paragraphs 18.1 or 18.2;
- (b) they otherwise do not know and therefore cannot admit the allegations in paragraph 18;
- (c) they refer to and repeat paragraphs 8A and 10 above.

19 As to paragraph 19, to the extent that this paragraph contains allegations of material fact they do not admit those allegations because:

- (a) they have no knowledge of the matters pleaded in that paragraph;
- (b) having regard to the time limited for filing and serving of this defence, they are unable to make inquiries to find out whether the allegations in that paragraph are true or untrue;
- (c) they remain uncertain as to the truth or falsity of the allegations in that paragraph.

### **Purchase of the Sheraton Mirage**

20 As to paragraph 20:

- (a) they admit that MiiResorts purchased the Sheraton Mirage for a price of AU\$62.5 million;



(b) they otherwise do not know and cannot admit the allegations in paragraph 20.

21 As to paragraph 21:

(a) they admit that MiiResorts sold the Sheraton Mirage to Australian Wattle Development Pty Ltd;

(b) they otherwise do not admit those allegations because:

(i) they have no knowledge of the matters otherwise pleaded in that paragraph;

(ii) having regard to the time limited for filing and serving of this defence, they are unable to make inquiries to find out whether the allegations in that paragraph are true or untrue; and

(iii) they remain uncertain as to the truth or falsity of the allegations in that paragraph.

22 As to paragraph 22, to the extent that this paragraph contains allegations of material fact they do not admit those allegations because:

(a) they have no knowledge of the matters pleaded in that paragraph;

(b) having regard to the time limited for filing and serving of this defence, they are unable to make inquiries to find out whether the allegations in that paragraph are true or untrue; and

(c) they remain uncertain as to the truth or falsity of the allegations in that paragraph.

### **Purchase of the Sanctuary Cove Properties**

23 They do not know and therefore cannot admit the allegations in paragraph 23.

24 As to paragraph 24:

(a) they deny the allegations in paragraph 24 insofar as it is alleged that Singh had knowledge at any material time of any of the matters alleged in paragraphs 24.1 or 24.2;

(b) they otherwise do not know and therefore cannot admit the allegations in paragraph 24;

(c) they refer to and repeat paragraph 10 above.

25 They do not know and therefore cannot admit the allegations in paragraph 25.

26 They do not know and therefore cannot admit the allegations in paragraph 26.

27 As to paragraph 27, to the extent that this paragraph contains allegations of material fact they do not admit those allegations because:

- (a) they have no knowledge of the matters pleaded in that paragraph;
- (b) having regard to the time limited for filing and serving of this defence, they are unable to make inquiries to find out whether the allegations in that paragraph are true or untrue; and
- (c) they remain uncertain as to the truth or falsity of the allegations in that paragraph.

**Further facts relevant to the standing of SEBI and the form of relief**

28 They do not admit the allegations in paragraph 28 because:

- (a) they have no knowledge of the matters pleaded in that paragraph;
- (b) having regard to the time limited for filing and serving of this defence, they are unable to make inquiries to find out whether the allegations in that paragraph are true or untrue; and
- (c) they remain uncertain as to the truth or falsity of the allegations in that paragraph.

29 They do not admit the allegations in paragraph 29 because:

- (a) they have no knowledge of the matters pleaded in that paragraph;
- (b) having regard to the time limited for filing and serving of this defence, they are unable to make inquiries to find out whether the allegations in that paragraph are true or untrue; and
- (c) they remain uncertain as to the truth or falsity of the allegations in that paragraph.

30 They do not admit the allegations in paragraph 30 because:

- (a) they have no knowledge of the matters pleaded in that paragraph;
- (b) having regard to the time limited for filing and serving of this defence, they are unable to make inquiries to find out whether the allegations in that paragraph are true or untrue; and
- (c) they remain uncertain as to the truth or falsity of the allegations in that paragraph.

31 They do not admit the allegations in paragraph 31 because:

- (a) they have no knowledge of the matters pleaded in that paragraph;

- (b) having regard to the time limited for filing and serving of this defence, they are unable to make inquiries to find out whether the allegations in that paragraph are true or untrue; and
  - (c) they remain uncertain as to the truth or falsity of the allegations in that paragraph.
- 32 They do not admit the allegations in paragraph 32 because:
- (a) they have no knowledge of the matters pleaded in that paragraph;
  - (b) having regard to the time limited for filing and serving of this defence, they are unable to make inquiries to find out whether the allegations in that paragraph are true or untrue; and
  - (c) they remain uncertain as to the truth or falsity of the allegations in that paragraph.
- 33 They do not admit the allegations in paragraph 33 because:
- (a) they have no knowledge of the matters pleaded in that paragraph;
  - (b) having regard to the time limited for filing and serving of this defence, they are unable to make inquiries to find out whether the allegations in that paragraph are true or untrue; and
  - (c) they remain uncertain as to the truth or falsity of the allegations in that paragraph.
- 34 They do not plead to paragraph 34 as it contains no allegations relevant to a cause of action against them.

And to the allegations in paragraphs 64, 66 and 67 of the Janlok ASOC, Kaur and Singh say as follows:

- 35 As to paragraph 64 of the Janlok ASOC:
- (a) they do not admit the allegations in paragraph 64 of the Janlok ASOC because:
    - (i) they have no knowledge of the matters pleaded in that paragraph;
    - (ii) having regard to the time limited for filing and serving of this defence, they are unable to make inquiries to find out whether the allegations in that paragraph are true or untrue; and
    - (iii) they remain uncertain as to the truth or falsity of the allegations in that paragraph;
  - (b) they say further that:

- (i) they were not at any material time directors, officers or employees of PACL;
- (ii) at no material time were they aware:
  - (A) of the nature and scope of PACL's authorisation to invest PACL investor funds;
  - (B) that any PACL investor funds were paid to any of PIPL, Miireorts or Bhangoo, if that is what in fact occurred.

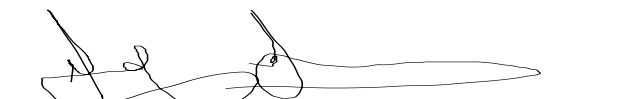
36 As to paragraph 66 of the Janlok ASOC:

- (a) they do not know and therefore cannot admit the allegations in paragraph 66 of the Janlok ASOC;
- (b) they say further that:
  - (i) they refer to and repeat paragraph 8A above;
  - (ii) they first became aware of the existence of claims by PACL investors relating to PACL on about 6 January 2016, after Kaur received a telephone call from her sister, Barinder Kaur, advising her of Bhangoo's arrest;
  - (iii) they had no knowledge of any claims by PACL investors relating to funds received by MiiResorts until on or about 30 January 2016;
  - (iv) between about 6 January 2016 and 30 January 2016 they understood the investors' claims to relate to alleged improper transfers of funds by PACL, not PIPL;
  - (v) at all material times they believed that the funds received by MiiResorts originated from PIPL, not PACL .

37 As to paragraph 67 of the Janlok ASOC:

- (a) they do not know and therefore cannot admit the allegations in paragraph 67 of the Janlok ASOC;
- (b) they refer to and repeat paragraphs 10 and 36(b) above.

Date: 20 September 2017

A handwritten signature in black ink, appearing to be 'J. Uljans', written over a horizontal dotted line.

Signed by Jacob Uljans  
Lawyer for the First and Second Interested  
Parties

This pleading was prepared by Jacob Uljans, lawyer.

**Schedule**

Federal Court of Australia

No. QUD147 of 2017

District Registry: Queensland

Division: General

**SECURITIES AND EXCHANGE BOARD OF INDIA**

Applicant

**MIRESORTS GROUP 1 PTY LTD (ACN 140 177 395)**

First Respondent

**PEARLS INFRASTRUCTURE PROJECTS LIMITED (INDIA)**

Second Respondent

**SUKHWINDER KAUR**

First Interested Party

**GURPARTAP SINGH**

Second Interested Party

## Certificate of lawyer

I, Jacob Uljans, certify to the Court that, in relation to the defence filed on behalf of the First and Second Interested Parties, the factual and legal material available to me at present provides a proper basis for:

- (c) each allegation in the pleading;
- (d) each denial in the pleading; and
- (e) each non admission in the pleading.

Date: 20 September 2017



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Signed by Jacob Uljans  
Lawyer for the First and Second Interested  
Parties