

SUPREME COURT OF QUEENSLAND

CITATION: *Azure Project 19 Pty Ltd v 5 Point Projects Pty Ltd (No 2)*
[2026] QSC 142

PARTIES: **AZURE PROJECT 19 PTY LTD ACN 625 021 178**
(first applicant)
AZURE DEVELOPMENT GROUP PTY LTD ACN 600 740 163
(second applicant)
v
5 POINT PROJECTS PTY LTD ACN 615 602 027
(first respondent)
MR JOHN GOGGINS
(second respondent)
THE ADJUDICATION REGISTRAR (QUEENSLAND BUILDING AND CONSTRUCTION COMMISSION)
(third respondent)

FILE NO/S: BS 705/26

DIVISION: Trial Division

PROCEEDING: Originating Application

ORIGINATING COURT: Supreme Court at Brisbane

DELIVERED ON: 19 June 2026

DELIVERED AT: Brisbane

HEARING DATE: On the papers; written submissions filed 22 May 2026 and 29 May 2026

JUDGE: Kelly J

ORDER: **The first respondent pay the applicants' costs of the proceeding including reserved costs, on the standard basis to be assessed if not agreed.**

CATCHWORDS: PROCEDURE – CIVIL PROCEEDINGS IN STATE AND TERRITORY COURTS – COSTS – where the applicants seek costs against the first respondent on the standard basis, or alternatively 60 per cent of their costs on the standard basis – where the first respondent seeks an order that the applicants pay its costs – where an adjudication decision determined that the first applicant pay the first respondent \$1,731,973.75, including \$110,000 for liquidated damages – where the Court declared the adjudication decision affected by jurisdictional error and void – where the Court further ordered that the adjudicated amount be reduced by \$130,000 – where the first

respondent contends that the applicants obtained none of the substantive relief sought – whether the reduction of \$130,000 in the adjudicated amount was merely nominal

Building Industry Fairness (Security of Payment) Act 2017 (Qld), s 101(4)

Uniform Civil Procedure Rules 1999 (Qld), s 681

COUNSEL: L Tassell for the applicants
M Ambrose KC and T Ambrose for the first respondent

SOLICITORS: CDI Lawyers for the applicants
Helix Legal for the first respondent

- [1] On 15 May 2026 I delivered judgment in this proceeding. The reasons for my decision are contained in *Azure Project 19 Pty Ltd v 5 Point Projects Pty Ltd* [2026] QSC 96 (“the primary reasons”). In these reasons, I have used terms in the sense they are defined in the primary reasons.
- [2] The applicants seek an order that the Contractor pay their costs of the proceeding on the standard basis or, alternatively, an order that the Contractor pay 60 per cent of their costs on the standard basis. The Contractor seeks an order that the applicants pay its costs of the proceeding.
- [3] The adjudication decision determined that \$1,731,973.75 was payable by the Principal to the Contractor. The applicants obtained a declaration that the adjudication decision, to the extent that it included an amount for PV019 for Liquidated Damages of \$110,000, was affected by jurisdictional error. Pursuant to s 101(4) of the Act, the decision of the adjudicator was declared void to the extent that it included an amount for PV019 for liquidated damages of \$110,000 and a further order was made that the adjudicated amount be reduced by \$130,000.
- [4] The Contractor has emphasised that the applicants primarily contended that the decision in its entirety was affected by jurisdictional error such that there was no liability to pay any amount to the Contractor under the Act. The alternative position advanced by the applicants was that the adjudicated amount should be reduced by the total amount claimed for liquidated damages, an amount of \$1.13 million. The Contractor sought to characterise the reduction in the adjudicated amount of \$130,000 as “nominal”. By those submissions, the Contractor effectively sought to contend that the applicants had failed to obtain any of the substantive relief they sought in the proceeding.
- [5] In my view, those submissions do not properly reflect the extent of the relief claimed by the applicants in the proceeding. Nor do they reflect the primary position adopted by the Contractor in response to the applicants’ claimed relief. The applicants asserted four grounds of jurisdictional error as a basis for obtaining, *inter alia*, declaratory relief that the adjudication decision was affected by jurisdictional error. The applicants established two grounds of jurisdictional error over the Contractor’s

opposition. The applicants then established that the two jurisdictional errors were material, again over the Contractor's opposition. The declaratory orders and further order made under s 101(4) of the Act were consequential upon that success. Although the applicants sought outcomes involving the decision in its entirety being declared void, or the adjudicated amount being reduced by a greater amount than was decided, I am not prepared to accept the label "nominal" as an accurate description of the \$130,000 reduction. It is noteworthy that the Contractor resisted any reduction to the adjudicated amount. As a matter of substance and reality, the Contractor was contending that the adjudication decision was not affected by any jurisdictional error and the adjudicated amount should not be reduced at all.

- [6] I do not accept the Contractor's submissions that it has been "largely successful" and that the applicants failed to obtain any of the substantive relief they sought in the proceeding. The starting point for the exercise of the discretion as to costs is r 681 of the *Uniform Civil Procedure Rules 1999* (Qld) ("UCPR"). As a matter of substance, the applicants successfully challenged the adjudicator's decision on the ground of jurisdictional error and obtained orders reflecting that success. In my consideration, in the proper exercise of my discretion, the applicants are to be regarded as having won the event and the Contractor should pay the applicant's costs of the proceeding, including reserved costs, on the standard basis to be assessed if not agreed.