

SUPREME COURT OF QUEENSLAND

CITATION: *Chavan v State of Queensland* [2026] QSC 167

PARTIES: **UTTARA CHAVAN**
(plaintiff/respondent)
v
STATE OF QUEENSLAND
(defendant/applicant)

FILE NO/S: No. 4445 of 2025

DIVISION: Civil

PROCEEDING: Application

ORIGINATING COURT: Supreme Court at Brisbane

DELIVERED ON: 18 August 2026

DELIVERED AT: Brisbane

HEARING DATE: 22 May 2026

JUDGE: Ryan J

ORDER: **1. Summary judgment for the plaintiff.**
2. If either party suggests that an order should be made, *other* than an order that the plaintiff/respondent is to pay the costs of the defendant/applicant on the standard basis, then the party is to contact my associate by email within 7 days for further directions from me about costs submissions. Otherwise, the plaintiff/respondent is to pay the costs of the defendant/applicant on the standard basis.

CATCHWORDS: PROCEDURE – ENDING PROCEEDINGS EARLY – SUMMARY DISPOSAL – where the plaintiff was the sole director and shareholder of a company – where the company brought more than one claim against the State of Queensland in the District Court – where the State of Queensland successfully applied for summary judgment of each claim – where the company was deregistered – where the plaintiff intentionally brought a claim, identical to one made in the District Court, in the Supreme Court in her own name – where the State of Queensland applied again for summary judgment of the claim or, in the alternative, the striking out of the statement of claim as an abuse

Corporations Act 2001 (Cth) s 601AD
Uniform Civil Procedure Rules 1999 (Qld) r 293

Maverick HR Pty Ltd v Ansar Ahmad Abdul Bari – ANS Exports & Imports and State of Queensland [2021] QDC 268

Shaw v Deputy Commissioner of Taxation; Rablin v Deputy Commissioner of Taxation [2016] QCA 275
Bank of Queensland Ltd v Y & L Promising Pty Ltd (2022) 12 QR 326

COUNSEL: The plaintiff/respondent appeared on her own behalf
 D M Favell for the defendant/applicant

SOLICITORS: Crown Law for the defendant/applicant

- [1] The defendant applied for summary judgment of the plaintiff's claim or, in the alternative, the striking out of the proceedings as an abuse of process. The plaintiff's claim and statement of claim are identical to those filed in proceedings in the District Court by a company controlled by the plaintiff which were dismissed – the only differences being that the plaintiff is now Ms Chavan herself and not her (now deregistered) company and that the claim is brought here.
- [2] Apart from the abuse of process inherent in the bringing of these identical proceedings in her own name, the defendant cannot be, in law or in fact, liable for any of the matters complained about. The plaintiff's claim has no reasonable prospects of success and there is no need for a trial. Accordingly, I will award summary judgment for the defendant which was the primary basis upon which it sought to bring these proceedings to an end.
- [3] My reasons follow.

Background

- [4] Ms Chavan was the sole director and shareholder of Maverick HR Pty Ltd (**Maverick**). On 8 May 2022, Maverick was deregistered, having been wound up in insolvency.
- [5] Ms Chavan and Maverick have been regular litigants in State and Federal Courts in Queensland since 2016.
- [6] In case it is of benefit in the future, and so that it is all in one place, I have outlined in this judgment the background to this matter, as well as to Ms Chavan's/her company's other litigation. The outline has been drawn from the voluminous material tendered

on the application before me and, I acknowledge, it may not be complete but I have done the best I can.

- [7] As the outline reveals, Ms Chavan has a history of responding to the lack of success of a claim or application by bringing an identical claim or application. Over the years, courts have attempted to prevent this obvious abuse of their processes by orders for indemnity costs or injunctions. But Ms Chavan has been undeterred. The material tendered also reveals that Ms Chavan is prone to leaving a courtroom before a hearing is concluded, as she did in the case of the application which I heard.

- [8] On 17 February 2015, Ms Chavan caused Maverick to enter into a contract with Ms Wendy Parker and Mr Harry Xazz (trading as Xazz Media Group and Web Design) (**Xazz Media**) to buy Xazz Media – in the sense of its domain name, its web-hosting business, and its web design clients – for \$50,000. A deposit of \$30,000 was paid on the day the contract was signed. The balance was to be paid in four instalments, with the final instalment due on 17 June 2016. In the meantime, Ms Parker and Mr Xazz were to provide Maverick with training. The business was, in effect, transferred to Maverick before the full purchase price was paid.

- [9] Although the plan was for Maverick to purchase the business in partnership (50:50) with Mr Ansar Abdul Bari, Maverick alone paid the deposit and Mr Bari was not a party to the contract.

- [10] Within a few months of the contract date (and before the full purchase price was paid) the relationship between Maverick and Ms Parker and Mr Xazz broke down.

- [11] Ms Parker and Mr Xazz considered themselves entitled to re-take control of Xazz Media and did so, thereby preventing Maverick from accessing and operating the business. Ms Parker and Mr Xazz’s re-taking of control involved co-operation on the part of a company called **Melbourne IT** (which is based in Sydney).

- [12] On 27 September 2015, Maverick (through its lawyers) demanded that Ms Parker and Mr Xazz refund all moneys paid in pursuance of the contract. Maverick asserted that Ms Parker and Mr Xazz engaged in wrongdoing, including by “...block[ing] [Maverick] out of the business by changing all the passwords and logins to all the accounts”.

[13] Melbourne IT found itself in the middle of the dispute between Maverick and Ms Parker and Mr Xazz and fielded much correspondence from both parties. On 13 October 2015, it told Maverick that:

- it was in no position to arbitrate between the parties;
- the to-ing and fro-ing of account control had taken up staff time which could be better spent; and
- they would make no more changes to contact details “unless and until [they were] served with a court order or directed to do so by an authority with jurisdiction over this matter”.

[14] On 19 October 2015, Maverick terminated the contract with Ms Parker and Mr Xazz, giving as its reasons: “fraudulent and unauthorised dealings related to TPP¹ reseller account”.

Ms Chavan’s complaints to police in 2015

[15] Ms Chavan is of the view that Ms Parker and Mr Xazz’s re-taking of control of Xazz Media is criminal conduct. She is rigid in that view. She is also rigidly of the view that Melbourne IT criminally conspired with Ms Parker and Mr Xazz.

[16] In October and/or November of 2015, Ms Chavan complained to the Queensland Police Service (**QPS**) about Ms Parker and Mr Xazz’s “hacking/identity theft” and unauthorised use of a credit card. The matter was investigated by the QPS more than once. They determined that the matter was a civil dispute and/or involved no criminal offences which could be proven to the criminal standard. Ms Chavan was so informed. She is very unhappy about that outcome and has complained about it many times over the years to various authorities within and outside the QPS, including the Ethical Standards Command (**ESC**), the Crime and Corruption Commission (**CCC**) and the Minister for Police. She also made a separate complaint to the Australian Competition and Consumer Commission (**ACCC**).

The Magistrates Court claim against Parker and Xazz in 2016

[17] On 4 March 2016, Maverick sued Ms Parker and Mr Xazz in the Magistrates Court, claiming damages for breach of contract and other losses: *Maverick HR v Wendy*

¹ I think this is an abbreviation of “third party provider”.

Parker & Harry Xazz Trading As Xazz Media Group and Web Design (M/984/16).

At that stage, Maverick was represented by a lawyer.

- [18] On 1 August 2016, on Maverick’s application for summary judgment of its claim, Magistrate Shearer found for the plaintiff and ordered Ms Parker and Mr Xazz to pay \$150,000 plus costs to Maverick.² It seems that judgment was awarded in the absence of Ms Parker and Mr Xazz.³ Unfortunately, no transcript of the hearing or of his Honour’s reasons was included in the voluminous material placed before me.
- [19] According to Ms Chavan, at the end of the hearing, his Honour told Maverick’s barrister to “go to the police and ‘get the password and login’ from the Sellers”.
- [20] In the light of the termination of the contract by Maverick, it is very difficult to understand the basis upon which “the Sellers” (Ms Parker and Mr Xazz) would be obliged to “return” the password and login. In the absence of a transcript of the hearing, I have no confidence in the accuracy of Ms Chavan’s assertion about Magistrate Shearer’s instruction to her barrister. It may be that his Honour was merely suggesting to Maverick that it could make a complaint to police. Even if Ms Chavan’s recollection is close to accurate, his Honour made no *order* directing the QPS to do anything. Indeed, his Honour had no power to: the QPS was not a party to the civil proceeding.
- [21] Regardless of what was in fact said by his Honour, Ms Chavan is absolutely convinced and will not be swayed from her conviction that police have some role to play in vindicating Maverick’s rights.

Ms Chavan’s attempts to rely upon Magistrate Shearer’s order to prompt police action

- [22] Ms Chavan took the “court order” to the Annerley police station. I do not know what happened there, but Ms Chavan was asked to leave. Police took no criminal action against Ms Parker or Mr Xazz. Ms Chavan lodged a complaint against “the investigating senior constable”.

² Although the claim was for a larger amount, the jurisdiction of the Magistrates Court does not exceed \$150,000.

³ Whether they were present or not is not clear on the material. On 10 November 2016, Ms Parker and Mr Xazz unsuccessfully applied to have the summary judgment set aside.

- [23] On 15 August 2016, Ms Chavan sent Magistrate Shearer's order to Melbourne IT and the ESC under cover of an email in which she said she wished to bring a complaint against Melbourne IT for "conspiring and giving my business to Ms Parker and Mr Xazz disregarding my objections and arguments as owner of the business".
- [24] On 19 August 2016, Maverick complained to the New South Wales police about Melbourne IT. Their response was said by Ms Chavan to be that the issue was civil and that she ought to lodge a complaint with the QPS.
- [25] On 19 May 2017, Ms Parker and Mr Xazz were declared bankrupt and a trustee in bankruptcy was appointed. Ms Chavan again complained to police – this time about Ms Parker and Mr Xazz and Melbourne IT *as well as* Mr Bari and "Mr Rodd Stateton Smith – owner of the domain name gooduniverse.com.au where all the domain names and webhosting accounts were transferred".
- [26] On 25 December 2017, Ms Chavan asked the QPS to re-open the investigation. It did so but concluded that the matter involved a contractual dispute and there was no evidence of a criminal offence having been committed.
- [27] On 21 August 2018, the QPS told Ms Chavan that they would not be taking criminal action against Ms Parker or Melbourne IT. They explained that they did not consider the elements of any relevant criminal offences to have been established, either at all or to the criminal standard. They explained that the order granted by Magistrate Shearer did not change that. They closed their investigation.
- [28] Ms Chavan persisted.
- [29] On 4 February 2019, police told Ms Chavan (among other things) that they would need new evidence to re-open the matter. They explained (correctly) that it was not their role to enforce a civil ruling where compensation or monetary payment had been awarded.
- [30] On 20 May 2019, Ms Chavan emailed the Minister for Police, asserting that police had interfered in her business and, rather than investigating, helped the perpetrators defy the court order. She claimed that police inaction/interference in 2015 caused her to terminate rather than rescind the contract. She demanded that police investigate theft and credit card fraud by Ms Parker and Mr Xazz.

- [31] On 21 May 2019, Ms Chavan asked again for police to re-open the investigation.
- [32] On 24 May 2019, Ms Chavan emailed the Minister for Police (having earlier discussed the matter with someone from his office); and contended that the police were to pay her damages.
- [33] On 4 June 2019, police asked Ms Chavan (via email) for the contact number of her barrister so that they could make contact. She was also asked to confirm whether the civil proceedings had been finalised. No reply to this email was before me.⁴
- [34] On 2 August 2019, there was a meeting between Ms Chavan and the QPS. Its outcome was summarised in an email to Ms Chavan dated 4 August 2019. Ms Chavan was told again that police would not commence criminal proceedings. In her email reply of the same day, Ms Chavan said she was filing a case in the Magistrates Court about the police's decision. She asserted that police had interfered in the civil matter of "ownership", defied or misinterpreted the court order, and colluded with "the Sellers".
- [35] On 11 August 2019, Ms Chavan wrote again to the Minister for Police.
- [36] On 13 August 2019, Ms Chavan asked the QPS who else could investigate the matter. She was told that the Australian Federal Police had no jurisdiction and was invited to contact the court or seek advice about the enforcement of the civil order.
- [37] On 16 August 2019, Ms Chavan told the QPS that they should either investigate and "make the perpetrators pay" or "pay all damages and 'investigate'".
- [38] On 29 August 2019, Ms Chavan complained to the CCC.
- [39] On 30 August 2019, Ms Chavan complained to the Officer in Charge of the Dutton Park police station.
- [40] On 1 September 2019, Ms Chavan was informed that the police investigation had been reviewed and was considered satisfactory.

⁴ On 29 May 2019, she lodged a complaint with the ACCC against Ms Parker and Mr Xazz and Melbourne IT for not returning business to Maverick. On 6 June 2019, the ACCC advised Ms Chavan to contact the Magistrates Court about non-compliance with the court order.

- [41] On 21 July 2020, the QPS wrote to Ms Chavan and “reinforce[d]” that the investigation had not been reactivated and that the standard of proof for criminal prosecution could not be established.

The Magistrates Court claim against the State of Queensland (the Queensland Police Service): Magistrates Court File No. 3608 of 2019

- [42] On 6 September 2019, Maverick filed a misconceived claim in the Magistrates Court against the State of Queensland: *Maverick HR Pty Ltd v State of Queensland* (M3608/19). The claim was in the same terms and for the same amounts as the civil/contractual claim dealt with by Magistrate Shearer. The heart of Maverick’s complaint was set out in the first paragraph of the accompanying statement of claim. It said:

“This matter relates to ‘wrongful exercise of or failure to exercise a function’ and interference in the ‘civil matter of ownership’ whereby the Defendant (Queensland Police Service) colluded with ‘the perpetrators’ by their acts or omissions by not investigating the stealing of the business Xazz Creative and Credit card fraud, a web design and web solutions business owned by the Plaintiff and caused damage to the Plaintiff’s trade or business.”

- [43] The State filed its notice of intention to defend and defence on 8 October 2019. On that same day, the State, through its lawyers, Crown Law, invited Maverick to discontinue the proceedings. The next day Ms Chavan informed Crown Law that she would not be discontinuing and, on 10 October 2019, Ms Chavan informed Crown Law that she would be applying for summary judgment, unless the State did certain things.⁵
- [44] Cross applications for summary judgment were determined by Magistrate Hay on 13 December 2019. Her Honour found that there was “...no proper claim at law against the State of Queensland in these proceedings...” and gave summary judgment for the State, with costs on the standard basis.
- [45] Maverick applied to set aside the summary judgment on the basis that the order was obtained by fraud on 16 December 2019. The application was dismissed by Acting Magistrate Swan on 13 March 2020, with costs.

⁵ On 16 October 2019, Ms Chavan wrote to Crown Law and asked for advice about how to get her business back. In reply, she was advised to get her own legal advice.

Identical proceedings brought in the District Court: District Court File No. 4669 of 2019

- [46] On 20 December 2019, Maverick filed a claim and statement of claim in the District Court against the State of Queensland (BD4669/19). The claim was in almost the same terms as the claim filed in the Magistrates Court against Ms Parker and Mr Xazz and dealt with by Magistrate Shearer (M984/16) and the claim dealt with by Magistrate Hay which involved the State of Queensland (M306/19).
- [47] On 9 January 2020, the State of Queensland applied for summary judgment of the claim or the striking out (with no leave to replead) of the statement of claim.
- [48] On 5 February 2020, Judge Smith (as Smith J then was) struck out Maverick's claim and statement of claim without leave to re-plead and with costs.

Appeal against decision of Magistrate Hay: District Court Appeal File No. 2542 of 2020

- [49] On 7 September 2020, Maverick applied for leave to appeal to the District Court against the decision of Magistrate Swan: Appeal number 2542/20.
- [50] Judge Muir (as Muir J then was) dismissed the application, with costs on the indemnity basis, on 6 November 2020.

District Court proceedings against Mr Bari: District Court File No. 1363 of 2017

- [51] Meanwhile, Maverick had filed a proceeding in 2017 against Mr Bari. In 2021, she applied to join the State of Queensland as the second defendant.
- [52] The history of that proceeding is set in the decision of Judge Porter in *Maverick HR Pty Ltd v Ansar Ahmad Abdul Bari – ANS Exports & Imports and State of Queensland* [2021] QDC 268.
- [53] His Honour explained that, by its claim and statement of claim, Maverick alleged that Mr Bari took advantage of his position as director to undermine its business and engaged in other breaches of his duties as a director, which destroyed Maverick's business.
- [54] On 7 June 2017, Maverick applied for summary judgment of the claim against Mr Bari. The application was dismissed with costs on 21 June 2017 by Judge Andrews.

- [55] On 13 July 2017, the company filed an application for Mr Bari to be punished for contempt – related in some way to the conduct of Mr Bari’s counsel. The application was dismissed by his Honour with costs on 9 August 2017.
- [56] On 12 September 2017, Maverick filed a *second* application for summary judgment.
- [57] On 4 October 2017, Judge Ryrie dismissed the summary judgment application and awarded costs against Maverick on an indemnity basis.
- [58] On 13 November 2017, Maverick filed its *third* summary judgment application, which Judge Porter dismissed.
- [59] His Honour noted at [10] that, by that stage, “Ms Chavan’s conduct of the proceedings on behalf of the company was demonstrably legally inadequate and emotive, and was causing the company to incur liabilities for costs which it appeared unable [or] unwilling to pay”.⁶ In those circumstances, his Honour refused Ms Chavan leave to appear for the company and ordered that the matter be thereafter managed by him.
- [60] On 18 August 2020, Maverick issued a notice of non-party disclosure to the State of Queensland in relation to the 2017 claim. The State served an objection under the Uniform Civil Procedure Rules.
- [61] On 21 July 2021, it was ordered that Maverick be wound up in insolvency (a statutory demand not having been met) on an application by the State of Queensland (through the Government Insurance Fund).
- [62] On 22 July 2021, the company filed an application to vacate the stay of the notice.
- [63] On 3 August 2021, Maverick’s liquidator (Ms Anne Meagher) gave notice to the Registry that the company had been wound up and that she had been appointed liquidator.
- [64] On 5 August 2021, Judge Porter heard the application of 22 July 2021. Ms Meagher appeared for the company. Mr Bari did not appear. Ms Chavan appeared by video link. His Honour noted that Ms Chavan was intensely emotional during the hearing. His Honour attempted to explain to Ms Chavan that the company’s affairs were now

⁶ *Maverick HR Pty Ltd v Ansar Ahmad Abdul Bari – ANS Exports & Imports and State of Queensland* [2021] QDC 268.

in the hands of the liquidator. Ms Meagher did not press the application, and it was dismissed.

- [65] His Honour ordered that no application be filed in the 2017 proceeding without leave and enjoined Ms Chavan “from taking any step, including issuing any notice of non-party disclosure, any subpoena or any application in this proceeding until further notice”. The matter was adjourned for directions on 5 October 2021.
- [66] On 24 August 2021, after his Honour refused Ms Chavan leave to file an outline of argument, Ms Chavan said, in correspondence, that she saw no point in proceeding with the claim and wanted it “dismissed with an explanation”.
- [67] On 5 October 2021, Ms Meagher informed his Honour that she would not cause the company to pursue the proceedings. No other party appeared. Ms Meagher was granted leave to discontinue with no order as to costs. Proceedings in relation to the 2017 claim were thus brought to an end.
- [68] That same day, Ms Chavan attempted to get information about the hearing from his Honour’s associate, who referred her to the liquidator. Ms Chavan said she “[j]ust would like to know whether the claim was dismissed or not. *So I can file another one*” (my emphasis).
- [69] On 25 October 2021, Ms Chavan sent to his Honour’s associate Maverick’s new application for summary judgment. His Honour refused leave for it to be filed because (a) the proceedings were at an end; and (b) Ms Chavan could no longer represent the company because a liquidator had been appointed. At [30] his Honour said:

“The Court recognises Ms Chavan’s sense of grievance in relation to Mr Bari’s involvement in the company’s affairs. However that sense of grievance has caused Ms Chavan to involve herself in these proceedings in a manner which has run up costs and which has absorbed considerable Court time. That needs to cease.”

The District Court proceedings against Melbourne IT in 2018: District Court File No. 3516 of 2018

- [70] In 2018, Maverick brought a claim against Melbourne IT. On 13 November 2018, Judge Richards struck out the statement of claim with leave to replead within 28 days;

entered judgment against Maverick in relation to paragraph one of the claim, and ordered Maverick to pay Melbourne IT's costs.

- [71] The claim was permanently stayed on 19 December 2018 by Judge Koppenol "subject to the qualification that such stay be lifted during such period or periods only as the plaintiff has appointed a solicitor to act for it and such solicitor has taken the steps required under rule 986(1) of the *Uniform Civil Procedure Rules 1999 (Qld)*". Maverick was ordered to pay Melbourne IT's costs on an indemnity basis.
- [72] His Honour made a complementary order on 24 January 2019 that no document was to be accepted for filing by or on behalf of the plaintiff unless and until the plaintiff filed a Form 91, Notice of Appointment of Solicitor, or the document is filed with the leave of the court.
- [73] Contrary to his Honour's order, Ms Chavan attempted to file a document, which the Registrar refused to accept.

Maverick's second District Court claim against the State of Queensland: District Court File No. 70 of 2023⁷

- [74] On 16 January 2023, Maverick filed another claim in the District Court, this time seeking millions of dollars against the State of Queensland.
- [75] The bases upon which damages were claimed were similar, but not identical to, previous claims. They were, as alleged –
- (a) Fraudulent interference in trade and commerce;
 - (b) Breach of contract;
 - (c) Non-compliance with court orders;
 - (d) Illegal de-registration of the company;
 - (e) Fraud/scam involving identity theft and credit card fraud; and
 - (f) Harassment and intimidation.

- [76] Ms Chavan asserted that the matter related to "...consumer protection breaches and fraudulent interference in trade & commerce". It made complaints about the QPS

⁷

She was not successful in her attempt to join the State of Queensland to her claim against Mr Bari.

refusing to get the business back from Ms Parker and Mr Xazz in an asserted breach of Magistrate Shearer's order. It also complained about the conduct of the liquidator and ASIC's deregistration of the company. It asserted that the State of Queensland was "fully aware that the Company was a Consumer and cannot be liquidated until the contract is voided".

[77] The State of Queensland filed a conditional notice of intention to defend on 3 February 2023. In correspondence to Ms Chavan, Crown Law explained that, as Maverick had been deregistered it no longer existed as a legal entity, referring Ms Chavan to section 601AD of the *Corporations Act 2001* (Cth). She was invited to discontinue the company's claim, but did not do so.

[78] It is obvious, simply from the content of the claim, that the QPS could not possibly be responsible for the conduct asserted – even if a reasonable cause of action was disclosed and even if the statement of claim was adequate in form and content (which it was not).

[79] On 17 February 2023, the State of Queensland applied for the proceeding to be set aside. Judge Byrne set the proceeding aside on 16 March 2023 with no order as to costs.

Federal Court proceedings in 2025

[80] On 30 January 2025, Ms Chavan filed an application in the Federal Court for reinstatement of the company which was dismissed by consent on 13 October 2025.

The Supreme Court proceedings: Supreme Court File No. 4445 of 2025

[81] On 2 October 2025, *Ms Chavan herself*, rather than the company, filed a claim in the Supreme Court against the State of Queensland which sought millions of dollars in damages. The claim and statement of claim were, as Ms Chavan acknowledged in her affidavit of 3 March 2026, *identical* to the claim and statement of claim filed in the District Court proceedings, which were set aside on 16 March 2023, apart from the fact that she is named as the plaintiff instead of the company.

[82] On 31 October 2025, the State filed its notice of intention to defend and defence.

- [83] On 24 February 2026, the State sought summary judgment or the striking out (with no leave to replead) of the statement of claim. That application was heard by me on 22 May 2026.

Consideration of the application

- [84] There are numerous problems with the claim and statement of claim. The abuse of process is obvious. Maverick has already unsuccessfully litigated these matters. Many of the complaints are matters which only Maverick could raise – and it no longer exists. And the QPS/the State of Queensland cannot be liable in law or in fact for any of the conduct alleged.
- [85] The QPS was not a party to the contract so cannot be in breach of it. Additionally, only Maverick could have suffered damage as a consequence of the breach. No court order was directed to the QPS. The QPS did not de-register Maverick. The QPS had nothing to do with the business and the suggestion that it engaged in fraud or theft or a scam is preposterous.
- [86] The suggestion that the QPS somehow colluded with Ms Parker and Mr Xazz is not born out by the evidence and is scandalous.
- [87] The allegation that police refused to investigate Ms Chavan's complaints is baseless. The material tendered reveals that the police were very thorough and thoughtful in their investigation of Ms Chavan's complaints. The QPS's decision not to take the matter further after a thorough investigation cannot result in a lawful claim for damages.
- [88] Ms Chavan has no real prospects of success. She could not sensibly improve on her pleadings. The claim is wholly misconceived. There is no need for a trial of the action: *Shaw v Deputy Commissioner of Taxation*; *Rablin v Deputy Commissioner of Taxation* [2016] QCA 275; *Bank of Queensland Ltd v Y & L Promising Pty Ltd* (2022) 12 QR 326 at [106]-[107].
- [89] Additionally, I consider that it would be an abuse of the processes of the Court to allow Ms Chavan to again pursue essentially the same complaints unsuccessfully pursued by Maverick over many years. This proceeding is to come to an end.

[90] My orders are –

- (a) summary judgment for the defendant;
and
- (b) if either party suggests that an order should be made, other than an order that the plaintiff/respondent is to pay the costs of the defendant/applicant on the standard basis, then the party is to contact my associate by email within 7 days for further directions from me about costs submissions. Otherwise, the plaintiff/respondent is to pay the costs of the defendant/applicant on the standard basis.