

DECISION

Case number: NDR190-23
Applicant: Nabeh Mikhail
Respondent: Debdas Guha
Urmila Roy
SKC MGMT Pty Ltd


Before: Member Bishop
Date: 29 January 2025
Proceeding type: Directions Hearing

IT IS THE DECISION OF THE TRIBUNAL BY CONSENT THAT:

1. **In the month of February, June and October of each year for the period February 2025 to October 2034, Debdas Guha, Urmila Roy and SKC MGMT Pty Ltd must undertake reduction pruning to behind the alignment of the parties' shared dividing fence of the Pom Pom tree, the Lilly Pilly tree and the Geisha Girl tree situated on their land (identified as Tree 4 and Tree 5 in Mr Sowden's Tree Assessment Report dated 30 June 2024).**
2. **Debdas Guha, Urmila Roy and SKC MGMT Pty Ltd must undertake the first reduction pruning outlined in Order 1 on or before 4:00pm on 28 February 2025.**
3. **On or before 4:00pm on 30 June 2025, Debdas Guha, Urmila Roy and SKC MGMT Pty Ltd Debdas Guha must:**
 - (a) **remove** the two Alexandra Palms; including stump grinding (identified as Tree 2 and Tree 3 in Mr Sowden's Tree Assessment Report dated 30 June 2024); and
 - (b) **grind** the decaying stump (identified as Tree 1 in Mr Sowden's Tree Assessment Report dated 30 June 2024).
4. **Within 30 days** of the work outlined in Order 3 being completed, **Debdas Guha, Urmila Roy and SKC MGMT Pty Ltd must undertake repairs of the parties' shared diving fence damaged by Tree 1, Tree 2 and Tree 3.**
5. **Debdas Guha, Urmila Roy and SKC MGMT Pty Ltd must engage contractors with appropriate insurances (including Public Liability Insurance) to undertake the work outlined in Order 1, Order 3 and Order 4.**
6. If required, **Nabeh Mikhail**, must give **Debdas Guha's, Urmila Roy's and SKC MGMT Pty Ltd's** elected contractors access to his land to undertake the work outlined in Order 1, Order 3 and/or Order 4 subject to **Debdas Guha, Urmila Roy and SKC MGMT Pty Ltd** giving him three (3) days' notice.

7. **Debdas Guha, Urmila Roy and SKC MGMT Pty Ltd** will be responsible for all the costs associated with undertaking the work outlined in Order 1, Order 3 and Order 4.
8. If **Debdas Guha, Urmila Roy and SKC MGMT Pty Ltd** fails to undertake any of the work outlined in Order 1, Order 3 and/or Order 4 (Incomplete Work), **Nabeh Mikhail** shall be entitled to engage his own contractors to enter **Debdas Guha's, Urmila Roy's and SKC MGMT Pty Ltd's** land and undertake any of the Incomplete Work subject to **Nabeh Mikhail** giving **Debdas Guha, Urmila Roy and SKC MGMT Pty Ltd 14 days' written notice** of that intention.
9. The costs incurred by **Nabeh Mikhail** engaging his own contractors to undertake any of the Incomplete Work in default of **Debdas Guha, Urmila Roy and SKC MGMT Pty Ltd** shall be recoverable from **Debdas Guha, Urmila Roy and SKC MGMT Pty Ltd** as a debt without further notice being required to be given.

Signed



Member Bishop
Queensland Civil and Administrative Tribunal