

BETWEEN:



**PRITHVI PAL SINGH SIDHU**  
Appellant

AND

**LAUREN MARIE VAN DYKE**  
Respondent

10

### RESPONDENT'S ANNOTATED CHRONOLOGY

#### Part I: Certification

The Respondent certifies that this chronology is in a form suitable for publication on the Internet.

#### Part II: Chronology

Date	Event	Reference
1995	Ms Van Dyke and Mr Svensen living in the Willows Cottage at Burra Station.	J[17] AB2/511
January 1996	Ms Van Dyke and Mr Svensen marry.	J[20] AB2/513; CA[8] AB2/627
Early to mid-1996	Ms Van Dyke and Mr Svensen move into the Oaks Cottage at Burra Station, paying the then owners \$150 per week rent.	J[20] AB2/513; CA[8] AB2/627
June 1996	Mr and Mrs Sidhu settle on purchase of Homestead Block and Laylos Pty Ltd settles on purchase of Back Block at Burra Station. Ms Van Dyke and Mr Svensen become tenants of Mr and Mrs Sidhu continuing to pay \$150 per week in rent.	J[17] AB2/512; J[20] AB2/513
Mid to late 1997	Ms Van Dyke and Mr Sidhu commence romantic and sexual relationship.	J[22] AB2/514; CA[10] AB2/627

Filed on behalf of the Respondent:

Filed 26 March 2014

Hugh & Associates Lawyers  
Level 9, 99 York Street  
Sydney NSW 2000

Phone: (02) 9299 8220  
Fax: (02) 9299 6539  
Ref: Rodrigue Khoury

Date	Event	Reference
Mid-1998	Ms Van Dyke and Mr Svensen separate. Ms Van Dyke had told her husband that she was having an affair with Mr Sidhu.	J[23] AB2/514; CA[10] AB2/627
1998	<p>Mr Sidhu makes first representation to Ms Van Dyke:</p> <ul style="list-style-type: none"> <li>• I want you to have a home here with me. I am planning to subdivide Burra Station. As soon as this is done, I will make sure the Oaks is put into your name.</li> <li>• Using my Indian family money to buy this place means I can make my own decisions as to what I do with it, and I want you to have it because I love you.</li> <li>• You need a home of your own to raise [her son] in, I can provide it.</li> </ul>	J[28] AB2/516; CA[17] AB2/629
Subsequent to first representation	<p>Ms Van Dyke seeks advice from Mr Sidhu re divorce. He represents:</p> <ul style="list-style-type: none"> <li>• Lauren, you have the Oaks you do not need a settlement from him. You can do the divorce yourself you don't need a lawyer</li> </ul>	J[31] AB2/517; CA[17] AB2/629
September 1998	<p>Ms Van Dyke asks Mr Sidhu:</p> <ul style="list-style-type: none"> <li>• Do I stop paying rent now that the Oaks is my property</li> </ul> <p>Mr Sidhu replies</p> <ul style="list-style-type: none"> <li>• How about you continue to pay what you can as this will keep things low key with Lajla [his wife]</li> </ul> <p>Ms Van Dyke offers to pay \$100 in rent for the Oaks Cottage to Mrs Sidhu. Mr Sidhu replies:</p> <ul style="list-style-type: none"> <li>• Yes let's do that until the property is transferred into your name.</li> </ul> <p>Ms Van Dyke there after pays \$100.</p>	J[34] AB2/518; CA[17] AB2/629
1998-2006	<p>Over the next 8 ½ years, Ms Van Dyke:</p> <ul style="list-style-type: none"> <li>• Does not seek a property settlement, alternative accommodation and a full time job from which she could have earned \$400,000 over 8 ½ years;</li> <li>• carries out maintenance and improvement work on the property</li> </ul>	CA [103],[104] AB2/658-659; J[59], AB2/529

Date	Event	Reference
	<p>estimated at \$112,400;</p> <ul style="list-style-type: none"> <li>• carries out not insignificant work on the subdivision.</li> </ul>	
20 July 1999	The subdivision application for both the Homestead Lot at Burra Station and the Back Block at Burra Station was lodged.	J[50] AB2/526
2000	<p>Ms Van Dyke expresses concern to Mr Sidhu that she had nothing in writing in relation to the gift of the Oaks Cottage</p> <p>Note was signed by Mr Sidhu. Trial judge held that this was an acknowledgement that Mr Sidhu had promised or represented to Ms Van Dyke that he would transfer the Oaks Cottage to her.</p>	J[51] AB2/526
March 2003 onwards	Meetings occur in relation to sub-division of Back Block, and Ms Van Dyke attends meetings, prepares submissions and plays a not insignificant role in the work for the proposed subdivision.	J[59] AB2/529
2004	Mr Sidhu represents to Ms Van Dyke that "her Oaks property" would be expanded to include an area which included a permanent water spring and dams and he represented the position of the expanded boundary by physically stepping out the boundary with her.	J[60] AB2/530
2004	Amended plan of subdivision lodged reflecting the expanded area of the Oaks property.	J[77] AB2/536; J[173] AB2/572; J[182] AB2/576.
Mid-2005	<p>Ms Van Dyke asks Mr Sidhu when the Oaks can be put in her name now that the subdivision was underway. Mr Sidhu states:</p> <ul style="list-style-type: none"> <li>• it was only a matter of time;</li> <li>• Lajla and I will then sign the papers to transfer the Oaks into your name;</li> <li>• Nothing has changed... the property will be transferred into your name as I have always promised</li> </ul>	J[68] AB2/532
August to September 2005	Proposals for transfer of the Oaks property to Ms Van Dyke are the subject of communications to which Mrs Sidhu is party. Mr Sidhu explained to Ms Van Dyke that this was how he had presented the issue to his wife in order to obtain her agreement and	J[69]-J[76] AB2/513-536

Date	Event	Reference
	were equivalent to a transfer by way of gift of the property to her.	
19 October 2005	Council gives conditional approval to subdivision of Homestead Block into three residential lots, one of which included the expanded area of the Oaks property. Conditions have not been complied with but the conditions were matters within Mr Sidhu's control except perhaps as to any financial constraints but there was nothing to suggest that these were insurmountable.	J[77] AB2/536; CA[13] AB2/628, CA[122] AB2/664 CA[123] AB2/664
February 2006	Oaks Cottage burns down.	J[78] AB2/536; CA[14] AB2/628
February 2006	Ms Van Dyke moves into re-locatable cottage on Homestead Block.	J[78] AB2/536; CA[14] AB2/628
May to July 2006	Ms Van Dyke and Mr Sidhu discussed and corresponded about longer term accommodation for Ms Van Dyke following the destruction of the Oaks cottage. This led to no consensus	CA[15] AB2/628
21 July 2006	Ms Van Dyke leaves Burra Station.	J[94] AB2/543; CA[15] AB2/628
22 July 2006	Ms Van Dyke informs Mrs Sidhu of affair.	J[95] AB2/543
End of July 2006.	Mr Sidhu by express words, repudiated and disowned the promises made by him to Ms Van Dyke.	CA[120] AB2/663
7 August 2009	Ms Van Dyke commenced Supreme Court of NSW proceeding no. 3474 of 2009 against Mr Sidhu.	AB1/1-16
23 February 2012	Ward J delivered judgment.	AB2/500-608
16 May 2012	Ms Van Dyke filed a Notice of Appeal in the NSW Court of Appeal.	AB2/611-617
19 June 2012	Mr Sidhu filed a Notice of Contention in the NSW Court of Appeal.	AB2/618-620
1 March 2013	The Appeal was heard before Basten and Barrett JJA and Tobias AJA.	AB2/622
1 July 2013	The Court of Appeal delivered judgment.	AB2/621-671

Date	Event	Reference
26 July 2013	Application for Special Leave to Appeal to the High Court.	
13 December 2013	The High Court (French CJ and Bell J) grant special leave to appeal from the judgment of the Court of Appeal	AB2/674-675

Dated: 26 March 2014



.....  
H K Insall  
Telephone: 02 9224 1505  
Facsimile: 02 9235 1042  
Email: insall@stjames.net.au



.....  
D F Thomas  
Telephone: 02 9232 4478  
Facsimile: 02 9232 1069  
Email: dthomas@sixthfloor.com.au