

Federal Court



Cour fédérale

Date: 20121203

**Docket: T-1026-10
T-1027-10
T-1028-10
T-1030-10
T-1031-10**

Citation: 2012 FC 1409

Vancouver, British Columbia, December 3, 2012

PRESENT: The Honourable Mr. Justice Campbell

BETWEEN:

NAGINDER SINGH MANGAT

and

ATTORNEY GENERAL OF CANADA

T-1026-10

Applicant

Respondent

BETWEEN:

AMARJIT MANGAT

and

ATTORNEY GENERAL OF CANADA

T-1027-10

Applicant

Respondent

BETWEEN:

CHARANJIT SINGH KHAIRA

and

T-1028-10

Applicant

ATTORNEY GENERAL OF CANADA

Respondent

BETWEEN:

AJIT SINGH HOTHI

T-1030-10

and

Applicant

ATTORNEY GENERAL OF CANADA

Respondent

BETWEEN:

DELIP SINGH SEKHON

T-1031-10

and

Applicant

ATTORNEY GENERAL OF CANADA

Respondent

REASONS FOR ORDER AND ORDER

[1] In the present Application, the Applicant challenges a decision of the Canadian Employment Insurance Commission (Commission) refusing to write-off the Applicant's debt for having received an overpayment of employment insurance (EI) benefits. The provision central to the decision under review is s. 56 of the *Employment Insurance Regulations*, SOR/96-332 (*Regulations*) as quoted in the Annex to these reasons together with other relevant provisions. The provision allows for an overpayment to be written off if certain conditions exist. The key condition precedent that must exist for the purposes of the present Application is that "the overpayment does not arise from an error made by the debtor or as a result of a false or misleading declaration or representation made

by the debtor, whether the debtor knew it to be false or misleading or not.” For convenience, in these reasons such conduct found on the part of the Applicant is referred to as “error”.

[2] The issue for determination is the correct interpretation of the condition. The question is this: does the statutory condition allow for reasons for making an error to be taken into consideration by the Commission in reaching a write-off decision? For the reasons which follow, I find that the answer is “no”.

I. The Context

[3] The circumstances which led to the overpayment of EI and the Applicant’s request for a write-off arose from the Applicant’s employment in 1997 by S&S Harvesting Ltd. (S&S Harvesting), a British Columbia labour contracting firm providing workers to various farming operations.

[4] In the fall of 1997, the Applicant was laid-off by S&S Harvesting due to a shortage of work and subsequently filed a claim for EI benefits. The Record of Employment (ROE) prepared by S&S Harvesting reported the Applicant’s hours of work, the dates of work, and the insurable earnings calculated accordingly. The Applicant also submitted a separate and signed application form, which included dates of work corresponding to the dates stated in the ROE.

[5] Subsequent to the Applicant’s lay-off, S&S Harvesting was investigated by the Commission and the Canada Customs and Revenue Agency. That investigation led to the recalculation of EI claims of the farm workers employed by S&S Harvesting as well as the imposition of penalties

pursuant to s. 38 of the *Employment Insurance Act* S.C. 1996, c.23 (the *Act*) for knowingly making false or misleading representations in the application for benefits and violations pursuant to s. 7.1 of the *Act*.

[6] The insurability ruling was appealed to the Tax Court, which heard the Applicant's appeal along with that of approximately 75 other farm workers during a trial that lasted 107 days. The decision of the Tax Court is relevant because the Court made findings of fact pertinent to the subsequent application for write-offs, in particular, the dates of work and insurable hours for each of the farm workers, including the Applicant.

[7] With respect to the penalties and the violations imposed under the *Act*, the Applicant appealed to the Board of Referees (Board) pursuant to s. 114 of the *Act*. In reaching a decision, the Board properly conducted a full investigation of the circumstances leading to the overpayment of EI benefits, including the Applicant's knowledge as to the accuracy of the information provided in the application for benefits, and concluded that the Applicant did not knowingly provide false or misleading information in claiming EI benefits. Thus, the Board allowed the Applicant's appeal against the penalty imposed for making false or misleading statements and the violation of s. 7.1 of the *Act*.

[8] Following the favourable outcome before the Board, the Applicant, along with other affected farm workers, applied to the Commission for a write-off of the overpayment pursuant to s. 56(2) of the *Regulations*. The Applicant's application was based on the submission that the overpayment resulted from errors made by S&S Harvesting in calculating the insurable hours and

earnings as represented in the ROE, and, therefore, the error made in the application for benefits was the error of the employer and not that of the Applicant.

II. The Write-Off Decision

[9] In reaching a decision on the Applicant's application for benefits, the Commission considered the Board's findings, but, nevertheless, determined that the Applicant was responsible for an error stated in the claim for benefits:

The Board of Referees decided that the client did not knowingly make a false statement. Under EIR 56(1)(e), the false or misleading statement does not need to be knowingly made it can simply be an error on the part of the debtor. In this case, the client reported that his first day of work was the same as the date listed on the Record of Employment. If he had listed that the date differed from the Record of Employment the Commission would have verified the information with the employer at the beginning and the claim might not have been established. There is an obligation on the part of the client to provide the correct dates of employment. The client was made aware at the time the application was made that the information was "subject to verification" and that the information was being collected in order to determine his eligibility for benefits. Relying on others to fill out the application does not negate the fact that the client is signing off on the application stating that all the information is correct.

As a result, the Commission rejected the Applicant's submission.

III. The Issues

[10] It is agreed that three factors are required to be considered with respect to a write-off decision: is there an error in an Applicant's application for benefits; if there is an error, did the Applicant make the error; and did the error in the Applicant's application give rise to the overpayment of benefits?

A. Is error attributable to the Applicant?

[11] There is no debate that the Applicant's application form for benefits contains an error with respect to the duration of the Applicant's employment with S&S Harvesting. Counsel for the Applicant argues that it is not the Applicant that is responsible for the error; it is not contested that the employer provided the dates of employment to the Applicant and, thus, the responsibility for the error lies solely with the employer.

[12] Counsel for the Applicant also argues that in reaching the decision on the write-off issue, the Commission did not take the substance of the Board's findings into consideration, resulting in findings contradictory to those reached by the Board on the issue of the Applicant's knowledge and intention in making the error. In support of this argument the decision in *Campbell v Canada (Attorney General)*, 2002 FCT 811 (FCTD) is cited, where at paragraph 13, Justice Tremblay-Lamer addressed the significance of the Board's findings:

In the exercise of its discretion, can the Commission make a different finding of fact than the Board of Referees? I do not think so. The jurisprudence has established that the Board of Referees, which functions as a quasi-judicial body, is in a better position than the Commission, which does not function as a quasi-judicial body, to make findings of fact. The Board of Referee's findings are owed deference, not those of the Commission.

I dismiss this argument. The Commission did not make a finding of fact that is contradictory to a finding made by the Board, it made a finding of relevance; it is irrelevant that the Board found that the Applicant did not knowingly give inaccurate information in his application for benefits.

[13] In response to Counsel for the Applicant's attribution of error arguments, Counsel for the Respondent argues that, given the wording of the statutory provision under consideration, regardless

of the circumstances underlying the making of the error by the Applicant, the clear intention of Parliament was to place full responsibility on the Applicant for any errors or misrepresentations in the application for benefits.

[14] With respect to the correct interpretation of the condition precedent found in s. 56, no aid to interpretation has been advanced which militates against a literal interpretation, and no authority has been advanced for the proposition that the Commission is required to take reasons for making an error into consideration. As a result, I find that the literal interpretation of the provision applies, and therefore, the Applicant is responsible for the error.

B. Did the error in the Applicant's application give rise to the overpayment of benefits?

[15] Counsel for the Applicant argues that even in the event of error on the part of the Applicant, insurance benefits are not calculated on the basis of the dates of employment that an employee provides, but rather on the ROE that the employer provides, and thus, the responsibility for the overpayment arises only from the employer's actions for which the Applicant has no responsibility. Counsel for the Respondent gives a practical reply to this argument.

[16] It is agreed that, normally, benefits are calculated on the basis of the ROE provided by the employer where there is no discrepancy between the ROE and the statements made by an employee in an application for benefits and, therefore, no investigation takes place. But in the present case an investigation was conducted, and, as a result, Counsel for the Respondent argues that, had the Applicant provided the correct information in his application forms, the matter would have been investigated at the outset and the overpayment of benefits to the Applicant would not have arisen.

Thus, as far as the Respondent is concerned, the Applicant's failure to correct the employer's error gave rise to the overpayment of the benefits. I agree with this argument.

IV. Conclusion

[17] As a result, I find no reviewable error in the decision under review.

ORDER

THIS COURT ORDERS that the present Application is dismissed. As the Respondent makes no request for costs, I make no award as to costs.

“Douglas R. Campbell”

Judge

ANNEX

Section 56 of the *Employment Insurance Regulations*, SOR/96-332

56. (1) A penalty owing under section 38, 39 or 65.1 of the Act or an amount payable under section 43, 45, 46, 46.1 or 65 of the Act, or the interest accrued on the penalty or amount, may be written off by the Commission if

(a) the total of the penalties and amounts, including the interest accrued on those penalties and amounts, owing by the debtor to Her Majesty under any program administered by the Department of Human Resources Development does not exceed \$20, a benefit period is not currently running in respect of the debtor and the debtor is not currently making regular payments on a repayment plan;

(b) the debtor is deceased;

(c) the debtor is a discharged bankrupt;

(d) the debtor is an undischarged bankrupt in respect of whom the final dividend has been paid and the trustee has been discharged;

(e) the overpayment does not arise from an error made by the debtor or as a result of a false or misleading declaration or representation made by the debtor, whether the debtor

(1) La Commission peut défalquer une pénalité à payer en application des articles 38, 39 ou 65.1 de la Loi ou une somme due aux termes des articles 43, 45, 46, 46.1 ou 65 de la Loi ou les intérêts courus sur cette pénalité ou cette somme si, selon le cas :

a) le total des pénalités et des sommes, y compris les intérêts courus, que le débiteur doit à Sa Majesté en vertu de tout programme administré par le ministère du Développement des ressources humaines ne dépasse pas vingt dollars, aucune période de prestations n'est en cours pour le débiteur, et ce dernier ne verse pas de paiements réguliers en vertu d'un plan de remboursement;

b) le débiteur est décédé;

c) le débiteur est un failli libéré;

d) le débiteur est un failli non libéré à l'égard duquel le dernier dividende a été payé et le syndic a été libéré;

e) le versement excédentaire ne résulte pas d'une erreur du débiteur ni d'une déclaration fautive ou trompeuse de celui-ci, qu'il ait ou non su que la déclaration était fautive ou trompeuse, mais découle :

knew it to be false or misleading or not, but arises from

(i) a retrospective decision or ruling made under Part IV of the Act, or

(ii) a retrospective decision made under Part I or IV of the Act in relation to benefits paid under section 25 of the Act; or

(f) the Commission considers that, having regard to all the circumstances,

(i) the penalty or amount, or the interest accrued on it, is uncollectable, or

(ii) the repayment of the penalty or amount, or the interest accrued on it, would result in undue hardship to the debtor.

(2) The portion of an amount owing under section 47 or 65 of the Act in respect of benefits received more than 12 months before the Commission notifies the debtor of the overpayment, including the interest accrued on it, may be written off by the Commission if

(a) the overpayment does not arise from an error made by the debtor or as a result of a false or misleading declaration or representation made by the debtor, whether the debtor knew it to be false or misleading or not; and

(i) soit d'une décision rétrospective rendue en vertu de la partie IV de la Loi,

(ii) soit d'une décision rétrospective rendue en vertu des parties I ou IV de la Loi à l'égard des prestations versées selon l'article 25 de la Loi;

f) elle estime, compte tenu des circonstances, que :

(i) soit la pénalité ou la somme, y compris les intérêts courus, est irrécouvrable,

(ii) soit le remboursement de la pénalité ou de la somme, y compris les intérêts courus, imposerait au débiteur un préjudice abusif.

(2) La Commission peut défalquer la partie de toute somme due aux termes des articles 47 ou 65 de la Loi qui se rapporte à des prestations reçues plus de douze mois avant qu'elle avise le débiteur du versement excédentaire, y compris les intérêts courus, si les conditions suivantes sont réunies :

a) le versement excédentaire ne résulte pas d'une erreur du débiteur ni d'une déclaration fautive ou trompeuse de celui-ci, qu'il ait ou non su que la déclaration était fautive ou trompeuse;

b) le versement excédentaire est attribuable à l'un des facteurs suivants :

(b) the overpayment arises as a result of

(i) a delay or error made by the Commission in processing a claim for benefits,

(ii) retrospective control procedures or a retrospective review initiated by the Commission,

(iii) an error made on the record of employment by the employer,

(iv) an incorrect calculation by the employer of the debtor's insurable earnings or hours of insurable employment, or

(v) an error in insuring the employment or other activity of the debtor.

(i) un retard ou une erreur de la part de la Commission dans le traitement d'une demande de prestations,

(ii) des mesures de contrôle rétrospectives ou un examen rétrospectif entrepris par la Commission,

(iii) une erreur dans le relevé d'emploi établi par l'employeur,

(iv) une erreur dans le calcul, par l'employeur, de la rémunération assurable ou du nombre d'heures d'emploi assurable du débiteur,

(v) le fait d'avoir assuré par erreur l'emploi ou une autre activité du débiteur.

[Emphasis added.]

Section 38 of the *Employment Insurance Act* S.C. 1996, c. 23

38. (1) The Commission may impose on a claimant, or any other person acting for a claimant, a penalty for each of the following acts or omissions if the Commission becomes aware of facts that in its opinion establish that the claimant or other person has

(a) in relation to a claim for benefits, made a representation

38. (1) Lorsqu'elle prend connaissance de faits qui, à son avis, démontrent que le prestataire ou une personne agissant pour son compte a perpétré l'un des actes délictueux suivants, la Commission peut lui infliger une pénalité pour chacun de ces actes :

a) à l'occasion d'une demande

that the claimant or other person knew was false or misleading;

(b) being required under this Act or the regulations to provide information, provided information or made a representation that the claimant or other person knew was false or misleading;

(c) knowingly failed to declare to the Commission all or some of the claimant's earnings for a period determined under the regulations for which the claimant claimed benefits;

(d) made a claim or declaration that the claimant or other person knew was false or misleading because of the non-disclosure of facts;

(e) being the payee of a special warrant, knowingly negotiated or attempted to negotiate it for benefits to which the claimant was not entitled;

(f) knowingly failed to return a special warrant or the amount of the warrant or any excess amount, as required by section 44;

(g) imported or exported a document issued by the Commission, or had it imported or exported, for the purpose of defrauding or deceiving the Commission; or

(h) participated in, assented to or acquiesced in an act or

de prestations, faire sciemment une déclaration fausse ou trompeuse;

b) étant requis en vertu de la présente loi ou des règlements de fournir des renseignements, faire une déclaration ou fournir un renseignement qu'on sait être faux ou trompeurs;

c) omettre sciemment de déclarer à la Commission tout ou partie de la rémunération reçue à l'égard de la période déterminée conformément aux règlements pour laquelle il a demandé des prestations;

d) faire une demande ou une déclaration que, en raison de la dissimulation de certains faits, l'on sait être fausse ou trompeuse;

e) sciemment négocier ou tenter de négocier un mandat spécial établi à son nom pour des prestations au bénéfice desquelles on n'est pas admissible;

f) omettre sciemment de renvoyer un mandat spécial ou d'en restituer le montant ou la partie excédentaire comme le requiert l'article 44;

g) dans l'intention de léser ou de tromper la Commission, importer ou exporter, ou faire importer ou exporter, un document délivré par elle;

h) participer, consentir ou acquiescer à la perpétration

omission mentioned in paragraphs (a) to (g).

d'un acte délictueux visé à l'un ou l'autre des alinéas a) à g).

(2) The Commission may set the amount of the penalty for each act or omission at not more than

(2) La pénalité que la Commission peut infliger pour chaque acte délictueux ne dépasse pas :

(a) three times the claimant's rate of weekly benefits;

a) soit le triple du taux de prestations hebdomadaires du prestataire;

(b) if the penalty is imposed under paragraph (1)(c),

b) soit, si cette pénalité est imposée au titre de l'alinéa (1)c), le triple :

(i) three times the amount of the deduction from the claimant's benefits under subsection 19(3), and

(i) du montant dont les prestations sont déduites au titre du paragraphe 19(3),

(ii) three times the benefits that would have been paid to the claimant for the period mentioned in that paragraph if the deduction had not been made under subsection 19(3) or the claimant had not been disentitled or disqualified from receiving benefits; or

(ii) du montant des prestations auxquelles le prestataire aurait eu droit pour la période en cause, n'eût été la déduction faite au titre du paragraphe 19(3) ou l'inadmissibilité ou l'exclusion dont il a fait l'objet;

(c) three times the maximum rate of weekly benefits in effect when the act or omission occurred, if no benefit period was established.

c) soit, lorsque la période de prestations du prestataire n'a pas été établie, le triple du taux de prestations hebdomadaires maximal en vigueur au moment de la perpétration de l'acte délictueux.

(3) For greater certainty, weeks of regular benefits that are repaid as a result of an act or omission mentioned in subsection (1) are deemed to be weeks of regular benefits paid for the purposes of the application of subsection 145(2).

(3) Il demeure entendu que les semaines de prestations régulières remboursées par suite de la perpétration d'un acte délictueux visé au paragraphe (1) sont considérées comme des semaines de prestations

régulières versées pour l'application du paragraphe 145(2).

Section 7.1 of the *Employment Insurance Act* S.C. 1996, c. 23

7.1 (1) The number of hours that an insured person, other than a new entrant or re-entrant to the labour force, requires under section 7 to qualify for benefits is increased to the number provided in the following table if the insured person accumulates one or more violations in the 260 weeks before making their initial claim for benefit. New entrants and re-entrants to the labour force

(2) The number of hours that an insured person who is a new entrant or re-entrant to the labour force requires under section 7 to qualify for benefits is increased if, in the 260 weeks before making their initial claim for benefit, the person accumulates

(a) a minor violation, in which case the number of required hours is increased to 1,138 hours;

(b) a serious violation, in which case the number of required hours is increased to 1,365 hours; or

(c) a very serious violation, in which case the number of required hours is increased to

7.1 (1) Le nombre d'heures d'emploi assurable requis au titre de l'article 7 est majoré conformément au tableau qui suit, en fonction du taux régional de chômage applicable, à l'égard de l'assuré autre qu'une personne qui devient ou redevient membre de la population active s'il est responsable d'une ou de plusieurs violations au cours des deux cent soixante semaines précédant sa demande initiale de prestations.

(2) Le nombre d'heures d'emploi assurable requis au titre de l'article 7 à l'égard de la personne qui devient ou redevient membre de la population active est majoré respectivement à mille cent trente-huit heures, mille trois cent soixante-cinq heures ou mille quatre cents heures selon que, au cours des deux cent soixante semaines précédant sa demande initiale de prestations, elle s'est rendue responsable d'une violation mineure, grave ou très grave.

(2.1) Toute violation prévue à l'article 152.07 dont s'est rendu responsable un particulier est réputée être une violation prévue au présent

1,400 hours.

(2.1) A violation accumulated by an individual under section 152.07 is deemed to be a violation accumulated by the individual under this section on the day on which the notice of violation was given to the individual.

(3) A violation may not be taken into account under subsection (1) or (2) in more than two initial claims for benefits under this Act by an individual if the individual who accumulated the violation qualified for benefits in each of those two initial claims, taking into account subsection (1) or (2), subparagraph 152.07(1)(d)(ii) or regulations made under Part VIII, as the case may be.

Violations

(4) An insured person accumulates a violation if in any of the following circumstances the Commission issues a notice of violation to the person:

(a) one or more penalties are imposed on the person under section 38, 39, 41.1 or 65.1, as a result of acts or omissions mentioned in section 38, 39 or 65.1;

(b) the person is found guilty of one or more offences under section 135 or 136 as a result of acts or omissions mentioned in those sections; or

article, et ce, à la date où il s'est vu donner l'avis de violation.

(3) Une violation dont un particulier s'est rendu responsable ne peut être prise en compte au titre des paragraphes (1) ou (2) à l'égard de plus de deux demandes initiales de prestations présentées par lui au titre de la présente loi s'il remplit les conditions requises pour recevoir des prestations dans le cadre de chacune de ces deux demandes, compte tenu des paragraphes (1) ou (2), du sous-alinéa 152.07(1)d(ii) ou des règlements pris en vertu de la partie VIII, selon le cas.

(4) Il y a violation lorsque le prestataire se voit donner un avis de violation parce que, selon le cas :

a) il a perpétré un ou plusieurs actes délictueux prévus à l'article 38, 39 ou 65.1 pour lesquels des pénalités lui ont été infligées au titre de l'un ou l'autre de ces articles, ou de l'article 41.1;

b) il a été trouvé coupable d'une ou plusieurs infractions prévues à l'article 135 ou 136;

c) il a été trouvé coupable d'une ou plusieurs infractions au Code criminel pour tout acte ou omission ayant trait à l'application de la présente loi.

(c) the person is found guilty of one or more offences under the Criminal Code as a result of acts or omissions relating to the application of this Act.

(5) Except for violations for which a warning was imposed, each violation is classified as a minor, serious, very serious or subsequent violation as follows:

(a) if the value of the violation is

(i) less than \$1,000, it is a minor violation,

(ii) \$1,000 or more, but less than \$5,000, it is a serious violation, or

(iii) \$5,000 or more, it is a very serious violation; and

(b) if the notice of violation is issued within 260 weeks after the person accumulates another violation, it is a subsequent violation, even if the acts or omissions on which it is based occurred before the person accumulated the other violation.

(6) The value of a violation is the total of

(a) the amount of the overpayment of benefits resulting from the acts or omissions on which the violation is based, and

(5) À l'exception des violations pour lesquelles un avertissement est donné, chaque violation est qualifiée de mineure, de grave, de très grave ou de subséquente, en fonction de ce qui suit :

a) elle est mineure, si sa valeur est inférieure à 1 000 \$, grave, si elle est inférieure à 5 000 \$, et très grave, si elle est de 5 000 \$ ou plus;

b) elle est subséquente si elle fait l'objet d'un avis de violation donné dans les deux cent soixante semaines suivant une autre violation, même si l'acte délictueux sur lequel elle est fondée a été perpétré avant cette dernière.

(6) La valeur d'une violation correspond à la somme des montants suivants :

a) le versement excédentaire de prestations lié à l'acte délictueux sur lequel elle est fondée;

b) si le prestataire est exclu ou inadmissible au bénéfice des prestations, ou si l'acte délictueux en cause a trait aux conditions requises au titre de l'article 7, le montant obtenu, sous réserve du paragraphe (7), par multiplication de son taux de prestations hebdomadaires par le nombre moyen de semaines à l'égard desquelles des prestations régulières sont versées à un prestataire, déterminé conformément aux

(b) if the claimant is disqualified or disentitled from receiving benefits, or the act or omission on which the violation is based relates to qualification requirements under section 7, the amount determined, subject to subsection (7), by multiplying the claimant's weekly rate of benefit by the average number of weeks of regular benefits, as determined under the regulations.

(7) The maximum amount to be determined under paragraph (6)(b) is the amount of benefits that could have been paid to the claimant if the claimant had not been disentitled or disqualified or had met the qualification requirements under section 7.

règlements.

(7) Le montant obtenu au titre de l'alinéa (6)b) ne peut excéder le montant des prestations auxquelles le prestataire aurait eu droit s'il n'avait pas été exclu ou déclaré inadmissible ou s'il avait rempli les conditions requises au titre de l'article 7.

Section 114 of the *Employment Insurance Act* S.C. 1996, c. 23

114. (1) A claimant or other person who is the subject of a decision of the Commission, or the employer of the claimant, may appeal to the board of referees in the prescribed manner at any time within

(a) 30 days after the day on which a decision is communicated to them; or

(b) such further time as the

114. (1) Quiconque fait l'objet d'une décision de la Commission, de même que tout employeur d'un prestataire faisant l'objet d'une telle décision, peut, dans les trente jours suivant la date où il en reçoit communication, ou dans le délai supplémentaire que la Commission peut accorder pour des raisons spéciales dans un cas particulier, interjeter appel de la manière prévue par règlement devant le conseil

Commission may in any particular case for special reasons allow.

(2) If a circumstance of sexual or other harassment mentioned in subparagraph 29(c)(i) is being considered by a board of referees, the chairperson of the board may, on application by the claimant, direct that the hearing be held in private or that details concerning the circumstance not be published in any document or broadcast in any way, if the chairperson is satisfied that personal or other matters may be disclosed of such a nature that the desirability of avoiding public disclosure of those matters in the interest of the claimant or in the public interest outweighs the desirability of the access by the public to information about those matters.

(3) A decision of a board of referees shall be recorded in writing and shall include a statement of the findings of the board on questions of fact material to the decision.

arbitral.

(2) Dans le cas où un conseil arbitral est saisi d'une affaire comportant une allégation de harcèlement de nature sexuelle ou autre mentionné au sous-alinéa 29c)(i), le président du conseil peut, à la demande du prestataire, ordonner le huis clos ou interdire toute forme de publication ou de diffusion des détails relatifs au harcèlement s'il juge que la nature des révélations possibles sur des questions personnelles ou autres est telle qu'en l'espèce l'intérêt du prestataire ou l'intérêt public l'emporte sur le droit du public à l'information.

(3) La décision d'un conseil arbitral doit être consignée. Elle comprend un exposé des conclusions du conseil sur les questions de fait essentielles.

FEDERAL COURT

SOLICITORS OF RECORD

DOCKET: T-1026-10
STYLE OF CAUSE: NAGINDER SINGH MANGAT v AGC
DOCKET: T-1027-10
STYLE OF CAUSE: AMARJIT MANGAT v AGC
DOCKET: T-1028-10
STYLE OF CAUSE: CHARANJIT SINGH KHAIRA v AGC
DOCKET: T-1030-10
STYLE OF CAUSE: AJIT SINGH HOTHY v AGC
DOCKET: T-1031-10
STYLE OF CAUSE: DELIP SINGH SEKHON v AGC

PLACE OF HEARING: Vancouver, BC
DATE OF HEARING: November 20, 2012

**REASONS FOR ORDER AND
ORDER BY:** CAMPBELL J.

DATED: December 3, 2012

APPEARANCES:

Kevin A. Love FOR THE APPLICANTS

Nathan Murray FOR THE RESPONDENT

SOLICITORS OF RECORD:

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