

Our Ref: CL:20-2209
Your Ref:



15 July 2020

Without prejudice save as to costs

Australian National Imams Council
Suite 3, 20 Worth Street
Chullora NSW 2190

And by email – info@anic.org.au; shady@uma.org.au;
halalauthority@anic.com.au

Dear Sirs

Australian Federation of Islamic Councils Inc (“AFIC”) / Australian National Imams Council (“ANIC”)

We act for AFIC in the above matter.

As you are aware, Dr Mohamad Anas was contracted to AFIC during the period May 2009 to June 2016 as the manager of Islamic affairs and halal services.

During this period Dr Anas had access to AFIC’s confidential and proprietary data, including but not limited to the following:

- AFIC’s client database;
- templates of AFIC’s Halal certificates and interim certificates;
- AFIC’s procedure manuals; and
- contracts and other such documentation.

(Confidential Information)

It was expressly agreed that Dr Anas would not use the Confidential Information for his own benefit nor reveal it to any other parties. It however came to our client’s attention that he breached his obligation and took the Confidential Information after termination of his contract. The information was used for the benefit of ANIC, including the use of AFIC’s database to solicit and entice its clients.

The following statement was included in Dr Anas’ letter to AFIC’s clients on an ANIC letterhead:

“I have previously managed the Halal Accreditation Services of your company through AFIC for several years and I am confident that we can provide a much better service through ANIC. We are pleased to provide a 50% discount in the certification fee for the first year.”

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AFIC informed you of the above in various text messages and in its letter dated 9 June 2016. ANIC acknowledged that Dr Anas' conduct was wrongful and it was understood that the clients would be returned to AFIC.

Notwithstanding the above, we are instructed that your conduct persists, and you continue to benefit from the unauthorised use of the Confidential Information.

To our client's dismay, it has further been brought to its attention that some of ANIC's senior officers are interfering with AFIC's internal operations and they are maliciously spreading rumours about AFIC's officers. This conduct is defamatory and undoubtedly damaging to the reputation of AFIC and its officers.

In the circumstances we demand that an undertaking be provided that ANIC, and its officers, will:

1. cease using the Confidential Information with immediate effect;
2. desist from continuing to spread the defamatory rumours noted above.

We believe that it will be in the parties' mutual interests to resolve this matter amicably. However, should you fail to respond to our letter and provide the above undertaking within 14 days, it is our client's intention to progress the matter until a satisfactory outcome is achieved.

We trust that you will be guided accordingly.

Regards,

A handwritten signature in black ink, appearing to be 'Walid Alameddine', with a long horizontal stroke extending to the right.

Walid Alameddine
Principal Solicitor
CORESTONE LAWYERS