Federal Court  Cour fédérale

Date: 20130610

Docket: T-1851-08

Citation: 2013FC622

Ottawa, Ontario, June 10, 2013

PRESENT: Madam Prothonotary Mireille Tabib

BETWEEN:

ALI TAHMOURPOUR

Complainant

and

CANADIAN HUMAN RIGHTS COMMISSION

Commission

and

ROYAL CANADIAN MOUNTED POLICE

Respondent

REASONS FOR ORDER AND ORDER

Background:

[1] The moving party on this motion, Ali Tahmourpour, is a Canadian citizen of Iranian origin and of Muslim faith. In 1999, while enrolled as a cadet at the RCMP Training Academy, he was the victim of systemic discrimination. His training contract was terminated in October 1999, and he was subsequently denied re-enrolment. Mr. Tahmourpour filed a complaint against the RCMP with

the Canadian Human Rights Commission, alleging violation of sections 7 and 14 of the *Canadian Human Rights Act*. After a lengthy investigation and hearing, the Canadian Human Rights Tribunal (the "Tribunal") concluded, in April 2008, that Mr. Tahmourpour had indeed been the victim of systemic discrimination, contrary to section 7 of the *Canadian Human Rights Act*, and that this discrimination had been a factor in the termination of his contract and denial of re-enrolment.

[2] The Tribunal ordered several remedies to stop the discrimination from continuing, to prevent future discrimination and to compensate Mr. Tahmourpour for past discrimination. Among the remedies ordered by the Tribunal were the following orders:

> "(i) Unless otherwise agreed upon, the Respondent [RCMP] shall offer Mr. Tahmourpour an opportunity to re-enroll in the next available RCMP Cadet Training Program at Depot;
>
> (ii) If Mr. Tahmourpour accepts the offer of re-enrollment, the Respondent shall undertake a fair assessment of his skills at the outset of the training program to determine the areas in which training is needed;"

[3] From the very beginning, issues arose between the parties as to whether the RCMP could impose any requirements or conditions for Mr. Tahmourpour's re-enrolment. The RCMP insisted that an offer to re-enrol in the RCMP training program could only be proffered once Mr. Tahmourpour has completed the numerous forms, evaluations and examinations required as part of the recruitment process; Mr. Tahmourpour was adamant that he should be treated as an already qualified recruit and presented with an offer of re-enrolment in the form of a Cadet Training Agreement without further prerequisites. In the meantime, the RCMP had sought judicial review of the Tribunal's decision. As discussions dragged on, the Federal Court, on October 6, 2009, granted

the RCMP's judicial review application and quashed the Tribunal's decision. The parties' dispute over the implementation of the Tribunal's order came to a halt. Mr. Tahmourpour successfully appealed the Federal Court's order of October 2009, and in July 2010, the Federal Court of Appeal reinstated the Tribunal's decision. The parties resumed their discussions as to the implementation of the Tribunal's order, again foundering on the same point of contention.

[4] Mr. Tahmourpour filed, in May 2011, a first motion seeking to have then RCMP Commissioner William Elliott appear before the Court to show cause why he should not be found in contempt of Court for failing to comply with the Tribunal's order. At the Court's urging in the course of the hearing of the motion, the parties began a new round of discussions, arriving at a resolution of the issues on the motion for contempt in the summer and fall of 2011. The motion was discontinued in January 2012.

[5] Difficulties between the parties arose again in the course of the implementation of the agreement reached, prompting Mr. Tahmourpour to file the present motion. This motion seeks an order compelling Bob Paulson, Commissioner of the RCMP, and Inspector Monique Beauchamp to appear before the Court to show cause why they should not be found guilty of contempt of Court for disobeying the Tribunal's order.

Procedural framework:

[6] The order which Mr. Tahmourpour seeks to enforce is the order of the Tribunal, which became an order of this Court pursuant to section 57 of the *Canadian Human Rights Act*. Section

57 provides that orders of the Tribunal may be made orders of the Federal Court for the purpose of enforcement by filing a certified copy of the order with the Court's Registry.

[7] The Tribunal's order, as excerpted above, is directed against the RCMP, and not against a particular individual. Indeed, only the RCMP is named as a Respondent in the Tribunal's order and in the registration proceedings in this Court. Mr. Tahmourpour's motion seeks an order against Commissioner Paulson and Inspector Beauchamp, and not against the RCMP or the Crown, on the basis that these two individuals were ultimately responsible for, or specifically tasked with, the obligation to carry out the terms of the order.

[8] The Respondents have argued that the Applicant has failed to make out a *prima facie* case that a breach of the Tribunal's order occurred – indeed, they submit that they have complied with the order – and that the terms of the order are in any event ambiguous, and as such, unenforceable.

[9] The Respondents also submit, as a preliminary issue of law, that contempt is not a remedy available against the Crown, and that the Crown cannot indirectly be held in contempt vicariously through its servants. I will consider this latter argument first.

Liability of the Crown or its servants for contempt:

[10] Mr. Tahmourpour does not dispute that the RCMP does not have an independent existence and is, in fact, the Crown. The *Royal Canadian Mounted Police Act*, RSC, 1985, c. R-10 (the "*RCMP Act*") does not constitute the RCMP as a corporation, agency or body distinct from the

Crown. Section 3 of the *RCMP Act* merely provides that the RCMP is to "consist of officers or other members".

[11] Nor does Mr. Tahmourpour dispute that contempt is not and has never been available against the Crown. Authority for this principle can be found in Peter Hogg, *Liability of the Crown*, 4th ed., (Toronto, Carswell, 2011), at page 82:

> "Contempt has never been available against the Crown itself. Indeed, in origin, disobedience of a court order was punishable on the ground that it was contemptuous of the King's (or Queen's) authority. It was therefore impossible for the King (or Queen) to be in contempt. It was also unthinkable that the courts could imprison or fine the King (or Queen)."

[12] Section 29 of the *Crown Liability and Proceedings Act*, RSC 1985, c. C-50 ("*CLPA*") also prohibits any execution proceedings being taken against the Crown:

"29. No execution shall issue on a judgment against the Crown."	« 29. Les jugements rendus contre l'État ne sont pas susceptibles d'exécution forcée. »

[13] Given that the Crown cannot be found in contempt for allegedly breaching the order of the Tribunal, could its servants, in the person of the Commissioner of the RCMP and/or Inspector Beauchamp, be found in contempt under the same principles as apply to responsible officers of corporations? Mr. Tahmourpour argues that they can.

[14] To make this argument, Mr. Tahmourpour refers to the case law establishing that, where a corporation is found to be in contempt for breaching an order of the Court, the responsible officers of the corporation who aided and abetted in the breach may also be found in contempt (*Manufactures Life Insurance Co. v Guaranteed Estate Bond Corp.*, 2000 FCJ No 172, at para 15, and *Telus Mobility v Telecommunications Workers Union*, 2002 FCT 656, at para 14).

[15] These cases do not stand for the proposition that officers of corporations who have certain responsibilities to act on behalf of the corporation can, be mere virtue of their position, be found in contempt for the corporation's breach. Indeed, contempt proceedings are criminal in nature, and the concept of vicarious liability is unknown to the criminal law: *Bhatnager v Canada (Minister of Employment and Immigration)*, [1990] 2 SCR 217, at para 25. The Federal Court, in *Telus Mobility*, further makes it clear that the individual charged with contempt must have personally taken steps, or failed to take steps that he or she was personally mandated to take, in an manner that was causative of the breach (at para 16 and 33).

Commissioner Paulson:

[16] The allegations against Commissioner Paulson in this case rest merely on his position as Commissioner of the RCMP, on s. 5 of the *RCMP Act*, which gives him responsibility for "the control and management of the Force", and on the Respondent's admission that he had knowledge of the Tribunal's order as of early September 2012. Beyond this, there is no evidence or allegation that Commissioner Paulson personally had any role in the day-to-day management of the enrolment of cadets in the training program or in the implementation of the Tribunal's order. Nor can it be said that the terms of the Tribunal's order implicitly or explicitly mandated the Commissioner to

personally see to the implementation of the relevant part of the order, that the Commissioner alone would have had the necessary authority to direct its implementation, or that a statutory duty was imposed on him, as Commissioner, to carry out the order of the Tribunal.

[17] It is clear that Mr. Tahmourpour's motion, as concerns Commissioner Paulson, seeks to fix the RCMP's alleged contempt on him by sole virtue of his position as Commissioner.

[18] In the circumstances, a show cause order against the Commissioner could only be based on vicarious liability. Not only would this go against the general principles applicable to liability for contempt of directors and officers or corporations, but it would further enable a party to indirectly hold the Crown in contempt when it clearly cannot do so directly.

[19] Mr. Tahmourpour sought to bolster his position by relying on the case of *Ayangma v Canada*, 2002 FCT 79 and on a discussion at pages 84 to 86 of Professor Hogg's book, *Liability of the Crown*, above.

[20] The Federal Court in *Ayangma* dismissed a motion for a show cause order against three individual employees of the government, citing "other procedural issues" which it summarized as follows (at para 18):

> "18 (3) The individuals named in the notice of motion could only be subject to a show cause order where it is established that they have been personally served with the Notice of Motion and there is prima facie evidence that they are aware of the order of this Court which it is alleged that they have violated, and there is some evidence that they, as individuals, have violated the order. In my view, these

> matters are not established by the evidence offered in support of the motion for show cause orders."

[21] Mr. Tahmourpour seems to take from this, *a contrario*, that individual servants of the Crown may vicariously be found in contempt for the Crown's failure to comply with an order of specific performance, even when they are not named in the order, so long as they are personally identified in and served with the motion, and are shown to have been aware of the order alleged to have been violated. This case is not of assistance to Mr. Tahmourpour. I note that, brief as they are, the Court's reasons reiterate that contempt against individuals requires evidence that "they, as individuals, have violated the order", negating the notion that Crown servants could be found in contempt merely by virtue of the position they occupy. The Court in *Ayangma* does not discuss the circumstances in which an individual Crown servant might be said to have personally violated an order that is not directly, or at least implicitly, directed against him or her.

[22] As regards the discussion in Professor Hogg's work, it is clear that the authors merely propose that contempt proceedings should be available against the Crown, having acknowledged that the existing state of the law in Canada is to the contrary.

[23] Accordingly, I find that Commissioner Paulson cannot be found liable for contempt on the record before me.

Inspector Beauchamp:

[24] Mr. Tahmourpour's case against Inspector Beauchamp is based on the fact that she is the RCMP Officer in Charge, Recruiting Central Division, that she was designated by the RCMP as the

person responsible for assisting him through the re-enrolment process from March 13, 2012 and that she was the person who advised him, in September 2012, that the results of his medical assessment prevented the RCMP from continuing with his re-enrolment. While the evidence establishes, and Inspector Beauchamp herself admits, that she was actively involved in the re-enrolment process, the evidence is entirely silent as to how Inspector Beauchamp might, by her individual actions, have personally breached the order of the Tribunal. The evidence does not indicate in what way Inspector Beauchamp's actions prevented compliance with the order, what authority she exercised to prevent compliance or, conversely, what authority she possessed that she could or should have exercised, but failed to exercise, to ensure compliance with the Tribunal's order.

[25] In contrast to Mr. Tahmourpour's case against Commissioner Paulson, which demonstrates a theoretical authority but no actual involvement, the case against Inspector Beauchamp merely shows a personal involvement in the events surrounding the alleged breach, but no concomitant authority to affect the outcome of the implementation process.

[26] Mr. Tahmourpour has therefore not shown grounds for holding Inspector Beauchamp personally liable for contempt.

[27] It may be felt that the above analysis sets the standard for holding Crown servants in contempt impossibly high, allowin4g breaches of Court orders by the Crown to go unpunished and leaving citizens without any means of enforcing compliance by the Crown. It must be remembered, however, that as Canadian law currently stands, execution proceedings, whether by contempt or otherwise, simply do not lie against the Crown (see s. 29 of the *CLPA*, above). There is no justification for relaxing the rules of criminal liability in respect of persons who hold employment or

positions in the public service or in the government for the sake of creating a remedy where Parliament did not intend one to exist.

Breach of the Tribunal's order:

[28] For the sake of completeness, and in the event I have erred in respect of the circumstances in which a Crown servant may face contempt proceedings, I have also not been persuaded that Mr. Tahmourpour has made out a *prima facie* case that the Crown was in breach of paragraphs (i) and (ii) of the Tribunal's order at any time following the settlement of Mr. Tahmourpour's first motion for a contempt order. To the extent it is alleged that the Crown was in breach of the Tribunal's order prior to January 2012, a matter which I do not determine, Mr. Tahmourpour confirmed through his counsel's letter to the Respondent's counsel dated December 19, 2011, and through a letter to the Court and the notice of discontinuance dated January 31, 2012, that the matter was formally settled to his satisfaction. While the Court accepts that Mr. Tahmourpour can refer to the events that predate the settlement as evidence demonstrating a state of mind that continued after the settlement, the settlement has the effect of precluding Mr. Tahmourpour from seeking remedy in contempt for any alleged breach predating the settlement. In any event, the record does not indicate that either Commissioner Paulson or Inspector Beauchamp were even in their current positions at the time.

Paragraph (i) of the Tribunal's order:

[29] Paragraph (i) of the Tribunal's order provides that:

> "Unless otherwise agreed upon, the Respondent shall offer Mr. Tahmourpour an opportunity to re-enrol in the next available RCMP Cadet Training Program at Depot;"

[30] As mentioned earlier in these reasons, the parties had been at odds over the implementation of this same paragraph, more particularly, as to whether the RCMP could impose for Mr. Tahmourpour's re-enrolment certain of the usual conditions and requirements applicable to new recruits. This disagreement was specifically raised in Mr. Tahmourpour's first motion for contempt.

[31] Following discussions, the parties reached an agreement as to which forms and agreements Mr. Tahmourpour would be required to complete. By letter dated October 17, 2011, counsel for Mr. Tahmourpour wrote to counsel for the RCMP that Mr. Tahmourpour "is now satisfied that the proposed offer and terms of re-enrolment are consistent with the Tribunal's order", and requested that the approved draft letter of offer, a Cadet Training Agreement and the agreed upon forms be finalized and forwarded. The formal letter of offer, dated November 15, 2011, together with a signed Cadet Training Agreement and forms were subsequently sent to Mr. Tahmourpour, and executed by him.

[32] The letter of offer reads in part as follows:

> "Pursuant to the decision of Karen Jensen of the Canadian Human Rights Tribunal dated, April 16, 2008, we are pleased to advise you that this is your offer of re-enrollment in the Cadet Training Program at Depot. To that end I have enclosed an executed Cadet Training Agreement (CTA).
>
> We ask that you sign and return the CTA at your earliest opportunity to complete your re-enrollment. However, you will not commence RCMP training at Depot Division, Regina, Saskatchewan until we have received a signed copy of this letter acknowledging agreement and you have completed all of the following conditions successfully within the time frames indicated in the re-enrollment package. Specifically, you must have both the medical and security clearances, which includes successfully completing the PARE. As such, the

> forms that need to be completed at the beginning of the process are listed and included. There may however be additional forms that may need to be completed as the clearances are being processed ie, for medical clearance there will be forms the doctor completing the evaluation will ask to be completed."
>
> (emphasis mine)

[33] This letter of offer is exactly in the form approved by Mr. Tahmourpour's counsel on his behalf, and which he confirmed was consistent with the Tribunal's order. That order did not require that Mr. Tahmourpour be re-enrolled in the Cadet Training Program, but that he be offered an opportunity to re-enrol. That opportunity was, in fact, offered, and the conditions for Mr. Tahmourpour to translate this opportunity into actual training were clearly agreed to between the parties. In my view, the Crown's compliance with paragraph (i) of the Tribunal's order was completed as soon as the agreed upon offer was submitted to Mr. Tahmourpour.

[34] Mr. Tahmourpour's complaint is not, in reality, that the terms of the offer breached paragraph (i) of the order, but that the manner in which the RCMP subsequently interpreted and applied the conditions set out in the offer showed an intention to not carry through with the offer or with paragraph (ii) of the order.

[35] Mr. Tahmourpour submits that as a returning cadet, rather than a new applicant, the only medical clearance he was required to successfully complete was the PARE (Physical Abilities Requirement Evaluation), and not a full medical examination or psychological assessment. Notwithstanding that interpretation of the re-enrolment offer, Mr. Tahmourpour did recognize in correspondence to the RCMP that his Cadet Training Agreement required him to submit to periodic health assessments, which include a psychological assessment, and to continue to meet the medical

standard profile (Exhibit "DD" to Mr. Tahmourpour's affidavit). He also recognized that part of this psychological health assessment pertains to illness or conditions that would render him unfit to work, or to carry out the tasks and requirements of a General Duty Constable (Exhibit "EE" to Mr. Tahmourpour's affidavit).

[36] On that basis, Mr. Tahmourpour submitted to the psychological evaluation. However, he believes, based on the comments made and questions asked by the psychologists he met, that he was being screened for suitability or desirability for recruitment rather than for fitness for duty. On September 24, 2012, Mr. Tahmourpour was formally notified that the Health Services Officers of the RCMP, based on his medical evaluation, concluded that he would not be able to perform the duties expected of a constable in the RCMP. As a result, the RCMP discontinued the re-enrolment process before Mr. Tahmourpour was even assigned to a training course at Depot.

[37] Mr. Tahmourpour submits that the RCMP, in bad faith and in breach of its obligations under the Tribunal's order, used the psychological assessment as a screening tool to deny him an opportunity to re-enrol, and to keep him from even arriving at the training program for a "fair assessment of his skills", as required by paragraph (ii) of the Tribunal's order.

[38] As mentioned, I have concluded that the RCMP fully complied with paragraph (i) of the Tribunal's order by making the agreed-upon offer. Mr. Tahmourpour's allegation that the RCMP misused the psychological assessment, even if it were substantiated, would constitute a breach of the offer of re-enrolment, and not a breach of the Tribunal's order. Accordingly, I find that no breach of paragraph (i) of the Tribunal's order occurred.

Paragraph (ii) of the Tribunal's order:

[39] Paragraph (ii) of the Tribunal's order reads as follows:

> "(ii) If Mr. Tahmourpour accepts the offer of re-enrollment, the Respondent shall undertake a fair assessment of his skills at the outset of the training program to determine the areas in which training is needed;"

[40] Mr. Tahmourpour accepted the offer of re-enrolment, and submits that the RCMP breached its obligation to provide him with a fair assessment of his skills by preventing him from even arriving at the training program, through misuse of the psychological evaluation as a suitability screening tool.

[41] The Tribunal's order does not require the RCMP to invite Mr. Tahmourpour at Depot for an assessment of his skills outside of the context or purpose of the completion of the training program. To that end, that part of the order assumes Mr. Tahmourpour's presence at Depot as a participant in the program. Breach of paragraph (ii) of the order cannot be established merely by showing that Mr. Tahmourpour did not attend as a participant at the training program. To do so would import into the Tribunal's order a strict obligation for the RCMP to ensure Mr. Tahmourpour's presence and participation in the training program, triggered solely by Mr. Tahmourpour's acceptance of an offer of re-enrolment, and without regard for any external circumstance. Such an interpretation simply cannot be made on the basis of the Tribunal's order or reasons for order. In my view, in order to establish that the RCMP breached paragraph (ii) of the order, Mr. Tahmourpour would have to show either that, being present at the outset of the training program, the RCMP failed to

provide the required assessment, or that he was prevented from attending the program by reason of the unjustified conduct of the RCMP.

[42] The Cadet Training Agreement signed by Mr. Tahmourpour as part of his acceptance of the offer of re-enrolment provides, in part, as follows:

> "In particular, the Royal Canadian Mounted Police reserves the right at its discretion and at any time to revoke this offer or terminate your training including, without limitation:
>
> (…)
>
> – If the RCMP becomes aware, whether as a result of its ongoing investigations concerning your application or by other means, that you may not receive Top Secret security clearance or meet other conditions of engagement;
>
> – If your behaviour or performance brings to light a mental or emotional (psychological) condition that would interfere with your carrying out the tasks and requirements of a General Duty Constable.
>
> (emphasis mine)

[43] Mr. Tahmourpour, as mentioned above, admitted that under the terms of that agreement, he was required to meet the medical standard profile and that psychological health assessments could be required to assess his fitness to carry out the tasks and requirements of a General Duty Constable. On the face of the record, Mr. Tahmourpour submitted to such a psychological health assessment, and the RCMP's Health Services Officers determined that he did not meet the medical standards and would not be able to perform the duties expected of a constable in the RCMP (Exhibit "II" to Mr. Tahmourpour's affidavit).

[44] On the basis of the above, the RCMP was justified in terminating Mr. Tahmourpour's re-enrolment process and did not breach paragraph (ii) of the Tribunal's order.

[45] Mr. Tahmourpour disputes the conclusion that the RCMP was justified in terminating his enrolment. He submits that he does not believe that there is any true medical or psychological issue affecting his ability to work as an RCMP constable, but instead, that the psychological assessment was used as an arbitrary screening tool to prevent his re-enrolment. The only evidence offered to support that contention is the fact that Inspector Beauchamp's letter does not identify a specific medical condition or illness, and Mr. Tahmourpour's belief that the questions put to him by the two assessing psychologists about the discrimination he experienced at Depot can only be explained by the fact that they were screening him for suitability rather than for fitness to work as a constable. Mr. Tahmourpour also relies generally on the history of the RCMP's reluctance and delay in implementing the order, and on the vocabulary used by RCMP officials in their dealings with him, which he says showed they viewed him as an applicant rather than a returning cadet.

[46] Mr. Tahmourpour's subjective belief is insufficient to establish a *prima facie* case that the RCMP's Health Services Officers did not justifiably or reasonably reach the conclusion that he was not medically fit for employment as an RCMP constable, or that the psychologists were assessing him on the wrong standard.

[47] As regards Inspector Beauchamp's failure to identify a specific medical condition, I note that the information Inspector Beauchamp herself received from the Health Services Officers did not mention a specific condition or illness, but only their conclusions (the Medical Profile form in

fact does not provide a space for such specification). Inspector Beauchamp's formal letter to Mr. Tahmourpour further advises that Mr. Tahmourpour could consent to his medical file being released to his doctor.

[48] Mr. Tahmourpour could have asked that his file be communicated to or discussed with his own doctor, or be provided to him. This would have allowed him to put his medical file before the Court to substantiate his claim that he does not have a medical impediment or that his psychological assessment was made incorrectly. Mr. Tahmourpour apparently chose not to do so. As a result, the medical file, as constituted by the RCMP and ostensibly relied upon to conclude that he is unfit for service, is not before the Court. There is no basis upon which the Court can find, on a *prima facie* basis, that a breach of paragraph (ii) of the Tribunal's order occurred.

[49] Counsel for Mr. Tahmourpour also argued at the hearing that the offer of re-enrolment did not contemplate the completion of the "Medical Profile", form 2158, as a condition of the offer, and that to the extent medical clearance by way of that Medical Profile could be required at all, it could only be required once Mr. Tahmourpour reached Depot and began his training. It was argued that, simply by insisting that Mr. Tahmourpour have a valid Medical Profile before being assigned to a specific training program, the RCMP unjustifiably prevented his attendance at the outset of training.

[50] There is no merit to this argument. The letter of offer to re-enrol, even if it does not mention form 2158 specifically, does specify that Mr. Tahmourpour "must have both the medical and security clearances", of which the PARE is but one element. The letter further contemplates that "There may however be additional forms that may need to be completed […] i.e., for medical

clearance there will be forms the doctors completing the evaluation will ask to be completed". There is, further, no evidence that the Medical Profile is not a requirement to be met by any other cadet prior to their arrival at the training facility. Counsel's position at the hearing also appears contradictory to the position he expressed to the RCMP's counsel in his letter of October 21, 2010, (Exhibit "J" to the affidavit of Mr. Tahmourpour) in which he wrote "Upon signing the Cadet Training agreement, the RCMP will be at liberty to subject Mr. Tahmourpour as an enrolled cadet to its standards, inclusive of fitness, medical and security, as they pertain to enrolled cadets". Counsel's position at the hearing also conflicts with Mr. Tahmourpour's own understanding that all cadets must at all times have a valid Medical Profile on record. Finally, counsel's argument puts form over substance: If one takes the Health Services Officers' assessment of Mr. Tahmourpour's fitness for employment to be a fair and justifiable assessment (which I must do in the absence of evidence to the contrary), then whether it was completed prior to or after Mr. Tahmourpour's arrival at Depot would not have made any difference to Mr. Tahmourpour's prospects of continuing his training. It would make no sense for the Tribunal, Mr. Tahmourpour or the RCMP to have intended Mr. Tahmourpour to undergo an evaluation of the skills requiring further training where his medical condition would in any event preclude that training.

[51] For all those reasons, I am not satisfied that Mr. Tahmourpour has made out a *prima facie* case that paragraph (ii) of the Tribunal's order was breached.

ORDER

THIS COURT ORDERS that:

1. The Applicant's motion is dismissed, with costs.

"Mireille Tabib"
Prothonotary

FEDERAL COURT

SOLICITORS OF RECORD

DOCKET:	T-1851-08
STYLE OF CAUSE:	ALI TAHMOURPOUR V CANADIAN HUMAN RIGHTS COMMISSION AND ROYAL CANADIAN MOUNTED POLICE
PLACE OF HEARING:	Ottawa, Ontario
DATE OF HEARING:	December 6, 2012
REASONS FOR ORDER:	TABIB P.
DATED:	June 10, 2013

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Ms. Falguni Debnath	FOR THE RESPONDENT

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