



National Anti-Corruption Commission

# Investigation Report

## Operation Pelican

An investigation into an employee of a Commonwealth company soliciting a secret commission during a tender process.

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ISBN: 978-1-7636221-5-9

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# Executive summary

This is a report of the National Anti-Corruption Commission (the Commission) on a joint investigation with the Australian Federal Police (Operation Pelican) into whether a staff member of the WSA Co Limited (WSA), Mr Sajish Erasery, solicited a bribe during a tendering process for services relating to car park management systems, with an estimated value in the order of \$5 million.

The Commission found that Mr Erasery's conduct was an abuse of office. He used his position to solicit a bribe, knowing it to be improper and with the intention of gaining a benefit for himself. He engaged in corrupt conduct which, given the nature of his role and the amount of money involved, was serious. There was, however, no evidence that this behaviour was systemic within WSA.

Ultimately, the Commonwealth Director of Public Prosecutions charged Mr Erasery with an offence of soliciting a corrupt commission, contrary to section 249B of the *Crimes Act 1900* (NSW). He pleaded guilty and, on 25 July 2025, was convicted and sentenced to 2 years imprisonment, to be served as an Intensive Corrections Order including 500 hours of community service.

Apart from Mr Erasery and WSA, this report uses pseudonyms to protect the identity of persons and entities whose conduct was not criticised. Witnesses and referrers play a critical role in enabling the Commission to detect and investigate corruption. It is imperative that the Commission maintains the confidentiality of those who provide it with information to ensure effective performance of its functions.

## Complex procurement

Since its establishment, the Commission has focused on complex procurements such as those undertaken by the WSA as one of its strategic corruption priorities.

The Australian Government spends billions of dollars every year on procurement. This matter illustrates risks and vulnerabilities in the procurement process and the importance of corruption prevention measures by government agencies and those who contract to them.

# NACC Act investigation reports

The *National Anti-Corruption Commission Act 2022* (Cth) (NACC Act) established the office of the National Anti-Corruption Commissioner, supported by a statutory agency, the National Anti-Corruption Commission (the Commission).<sup>1</sup>

The role of the Commission is to detect, investigate and report on serious or systemic corruption in the Commonwealth public sector. The Commission also educates the public sector and the public about corruption risks and prevention.

Section 149 of the NACC Act requires that, upon completion of a corruption investigation, the Commissioner make a report setting out:<sup>2</sup>

- a. findings or opinions on the corruption issue,
- b. a summary of the evidence and other material on which those findings or opinions are based,
- c. any recommendations that the Commissioner thinks fit to make, and
- d. if recommendations are made, the reasons for those recommendations.

To make a finding that a person has engaged in corrupt conduct, the Commissioner must be ‘comfortably satisfied’ on the balance of probabilities that that is so, having regard to the gravity of the matter<sup>3</sup>. Such a finding is not a finding of criminal guilt, and a court determining criminal guilt beyond reasonable doubt may not make the same finding.

A copy of the investigation report must be given to the Attorney-General and the head of the agency to which the corruption issue relates.<sup>4</sup>

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1 NACC Act, subs 17, 20.

2 NACC Act, subs 149(1)-(2).

3 See *Briginshaw v Briginshaw* (1938) 60 CLR 336, 361–62; *Rejtek v McElroy* (1965) 112 CLR 517, 521; *Re Day* (2017) 91 ALJR 262, 268 [14]–[18].

4 NACC Act, s 154.

# Summary of the investigation

## Background

WSA Co Limited (WSA) is a Commonwealth company within the meaning of the *Public Governance, Performance and Accountability Act 2013* (PGPA Act). It is, therefore, a Commonwealth agency within the meaning of the NACC Act, with the consequence that its employees are Commonwealth public officials within the jurisdiction of the Commission.

WSA is responsible for delivering the Western Sydney International (Nancy-Bird Walton) Airport. Construction of the airport began in 2018. Throughout the process, WSA has engaged contractors from the private sector.

Marsenta Pty Ltd (Marsenta) is a proprietary company that provides car parking management systems and services. Its parent company facilitates the management of parking complexes in more than 60 countries.

Marsenta entered into a Technology Master Services Agreement (TMSA) with WSA and so was a prospective provider of services which might be awarded under the TMSA. This included a tender for a contract to provide car parking management systems and services for WSA, with an estimated value of \$5 million (car parking contract).

## Referral from WSA Co Limited

On 15 March 2024, the Chief Legal Officer (CLO) on behalf of the Chief Executive Officer (CEO) of WSA made a mandatory referral to the Commission under subsection 33(1) of the NACC Act.

Mr Sajish Erasery, at the time of the conduct in question, was employed by WSA as its Executive Procurement Manager – Technology. The referral contained information that Mr Erasery proposed to an employee of Marsenta, Mr Victor Stirling, that he could ensure that the car parking contract was awarded to Marsenta in return for payment of 5% of the contract value (approximately \$250,000).

A referral was also made to the Australian Federal Police (AFP).

## **Decision to investigate**

On 17 March 2024, the Commission decided to investigate the referral, jointly with the AFP, pursuant to subsection 41(1)(b) of the NACC Act. The investigation was named Operation Pelican.

In deciding to investigate, the Commission was satisfied the referral was within the Commission’s jurisdiction, raised a corruption issue, and the alleged conduct was potentially serious or systemic. In addition, complex procurement is one of the Commission’s strategic corruption priorities.

### **Jurisdiction**

The referral was within the Commission’s jurisdiction because it involved the conduct of a public official, Mr Erasery, an employee of a Commonwealth company.

### **Corruption issue**

The referral raised a corruption issue (section 9 of the NACC Act) because the conduct, if established, could involve an abuse by Mr Erasery of his office as a staff member of WSA (subsection 8(1)(c)), by soliciting a bribe or secret commission in connection with the potential procurement by WSA from Marsenta for car parking management systems.

## **Serious or systemic**

The Commissioner was of the opinion the corruption issue raised could involve corrupt conduct that was serious and systemic. The conduct, if established, was not trivial or negligible, but significant, and therefore serious. The amount of the bribe, approximately \$250,000, was substantial. Moreover, there was a possibility that the conduct may not have been an isolated incident.

## **Strategic corruption priority – complex procurement**

The Australian Government spends billions of dollars on procurements each year. Corruption in procurement can lead to substantial financial loss and waste, decreased service quality and reduced confidence in government.

Complex procurements, such as the procurement of the car park management system being undertaken by WSA, are high value, require niche expertise, and rely on a limited number of providers or have complexity in funding or governance arrangements. The Australian public expects high standards of ethical behaviour from government employees involved in such processes, including in relation to the awarding of government contracts.

## Investigation timeline

The investigation progressed rapidly. Mr Erasery was arrested 12 days after the Commission received the referral. The timeline below outlines the critical events.

1. 11 March 2024 – At a dinner between Mr Erasery and Mr Stirling, Mr Erasery proposed he would ensure Marsenta was awarded the car park contract in return for a payment of 5% of the contract's value.
2. 12 March 2024 – Mr Erasery followed up with Mr Stirling about the proposal by telephone. Mr Stirling recorded that call.
3. 14 March 2024 – Marsenta informed WSA of the solicited bribe.
4. 15 March 2024 – WSA reported the matter to the AFP and the Commission.
5. 17 March 2024 – The Commission began a joint investigation with the AFP.
6. 17 March 2024 – The Commission sought further information from WSA under section 38 of the NACC Act. WSA furnished information, including Mr Erasery's pre-employment screening and personnel records.
7. 18 March 2024 – The Commission issued a notice to Mr Stirling which required production of the telephone recording made on 12 March 2024. On the same day, the Commissioner issued a controlled operations authority under Part IAB of the *Crimes Act 1914* (Cth), authorising Mr Stirling to assist with aspects of the Commission's investigation with exemption from any criminal or civil liability.<sup>5</sup>
8. 19 March 2024 – The Commission obtained telephone interception warrants issued under the *Telecommunications (Interception and Access) Act 1979* (Cth) to allow the lawful interception of phone calls and text messages between Mr Erasery and Mr Stirling from that date until 27 March 2024.
9. 27 March 2024 – Mr Erasery was arrested and charged.

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<sup>5</sup> Where this report refers to a conversation or interaction between Mr Erasery and Mr Stirling during this period, that conversation or interaction took place under the direction of the Commission as part of this investigation.

# Evidence

The Commission did not exercise hearing powers. Unless otherwise stated, witness evidence referred to in this report is based on witness statements and information voluntarily provided by WSA, AFP and Commission officers.

## Mr Erasery

Mr Erasery joined WSA on 18 May 2023 in the position of Executive Procurement Manager – Technology. This role involved oversight of the middle level of tender approval processes, and engagement with the companies involved in tendering. He had previously worked in similar roles in the private sector.

In this role, Mr Erasery made recommendations regarding the preferred tender to a review panel consisting of 3 executive committee members, and was aware of the panel's deliberation – although he was not a participant in the final approval decisions.

## Car park tender

Marsenta submitted a tender to WSA for services relating to car park management systems, with an estimated value in the order of \$5 million. The tender opened in November 2023 and had a close date of 16 March 2024.

Mr Erasery and his team were managing the car park tender process. As part of the normal tender process, in which WSA had called for expressions of interest, Mr Stirling (as an employee of Marsenta) contacted Mr Erasery (as a representative of WSA) from time to time. Mr Stirling and Mr Erasery discussed the tender in those interactions, but until March 2024 their discussions were limited to matters relating to the tender process, business requirements and technical arrangements.

## Proposal for secret commission

According to Mr Stirling, on 11 March 2024, Mr Erasery invited Mr Stirling to meet with him for dinner. During the dinner Mr Erasery said there were some concerns around Marsenta's pitch, and that he (Mr Erasery) could potentially influence the situation to secure the project for Marsenta in return for 5% of the total contract value.

Although the proposal 'was a grave concern' to him, and 'something that we don't do, and we haven't done', Mr Stirling was concerned about the impact an outright refusal might have on Marsenta's standing in the procurement process, and so he asked Mr Erasery how he proposed this might be undertaken.

Mr Erasery responded that he had a local company in Australia which could invoice Marsenta. When Mr Stirling suggested this would be easily traceable, Mr Erasery indicated that he also had an account in Hong Kong. Mr Stirling did not commit to the proposal and finished the dinner quickly.

The following afternoon Mr Erasery called Mr Stirling. Mr Stirling recorded the phone call, which included the following:

Mr Erasery Did you get a chance to go through the things we discussed yesterday?

Mr Stirling I've been grappling with your proposal ... it's something we have never done before. The problem is – it's traceable you know what you are proposing is having actual cash flowing into a local account of yours ... If that ever got traced, that would destroy our family, our businesses. It's a very difficult task to handle and I sorta handled handle it on my own. I can't really bounce this off anyone at the moment ... I need a couple of days if you don't mind. I hope you understand if I have to come back and say no, or maybe you need to consider putting a different proposal on the table. I'm not only concerned for me, but for you as well ... if anyone found out you had done this it would be devastating, you'd never get a job in Australia, especially in your line ... But can you give me another 24 hours?

Mr Erasery Yeah true ... Or if it is difficult, how about a car or a vehicle or something like that ... a vehicle ... is that something that can be looked at ...

Mr Stirling Yeah ... umm ... yeah. That's a different spin on the topic ... let me think about it.

Shortly after the call concluded, Mr Stirling reported the conversation with Mr Erasery to Marsenta's parent company and their legal team. Given the time differences resulting in a delay to a response, the matter was reported to the CLO of WSA on 14 March 2024. The CLO of WSA then briefed the CEO of WSA who was travelling overseas at the time. On 15 March 2024, the CLO referred the matter to both the Commission and the AFP on behalf of the CEO.

On the same day, Mr Erasery attempted to call Mr Stirling 4 times. Mr Stirling did not answer those calls. Mr Erasery also requested Mr Stirling's staff to have Mr Stirling return his calls.

In written submissions, WSA said that the travel undertaken by the CEO was related to his duties.

## Controlled operation

On 17 March 2024, Mr Stirling agreed to assist with the Commission's investigation under the authorisation of law enforcement participants.

On 18 March 2024, with the Commission's concurrence, Mr Stirling sent Mr Erasery a text stating he was overseas and would get back to him on his return.

That day, Mr Erasery sent a text message to Mr Stirling:

Your call is critical in our decision-making process for all the efforts put in by Marsenta. I'll leave it with you.

On 20 March 2024, Mr Stirling responded:

I'm so sorry for being so elusive, been absolutely crazy, but I can work with you, I have been very busy overseas. I am prepared to consider but how certain are you that you can still deliver this project? What can you do? A car is too obvious but can do cash. Thoughts?' I am going back into meetings, maybe we can talk later today or tomorrow?

Later that same day, Mr Erasery called Mr Stirling indicating that he needed 'your support when I call you' and said:

It's a gentlemen's agreement ... we ... ah ... I'm going forward with Marsenta I've not spoken to any of your competitors about anything ...

Hours later, Mr Erasery called Mr Stirling to discuss the specifics of the arrangement:

Mr Erasery And then like the terms ... like the ones that you are mentioning ... are you ok to talk? You got somebody else with you or ...

Mr Stirling Nah, I'm standing outside the car so that I'm alone yeah.

Mr Erasery Ah ok yeah with the discussion on cash and car and all those ... How is it all going to happen? Like are you ok if I put an invoice through and payment to Hong Kong or payment to Australia ... how will it work?

Mr Stirling Nah look I don't ... I'm not comfortable with any sort of track record ...

Mr Erasery Ok.

Mr Stirling So I'd prefer, I'd prefer to just hand over some cash you know, then you know nothing's traceable.

Mr Erasery Ah ok so that what you meant it will be cash ... ah ok. Yep ok in that case it is better than the car as well right? Like a car can be another traceability.

On 22 March 2024, Mr Erasery again contacted Mr Stirling, to negotiate payment. He said he was willing to accept \$200,000 in monthly \$20,000 instalments. Mr Erasery also said he could assist Mr Stirling in inflating invoices to cover Mr Stirling's cost in bribing Mr Erasery:

Mr Erasery So with those things thinking about like the exchange of cash and all that how we are planning to do that ... like it's going to be a massive one.

Mr Stirling Five percent of the contract value you know I didn't really realise at the time but it equated to \$250,000 dollars and we look at the moment we looking at 6 mill we looking at 300K right ...

Mr Erasery Yeah ... ahhh ... I know but ah yeah ... ahhh ... what's the thinking there that's what I want to know you know I want to know what what your thoughts are, how you want to do this? Because I'll I'll get whatever you are planning to give me I will get that back ...

Mr Stirling What do you mean?

Mr Erasery So what I mean is whatever the Marsenta team is willing to pay me I will get that back like you, don't have to think that Jeremy took that much percentage it will be coming back to you guaranteed.

Mr Stirling Ok yeah well I'm not umm look as I said I'm not really ... there's no ways I want to do this umm you know with any trace ... I said to you I can't do a car I can't do any transfer into account you know I'm prepared to ... and I know we're at final stages now ... and I'm prepared maybe ummm in confidence do some kind of deposit and then as we ... as we ... as we ... move on the project and as it goes forward umm you know we can ... you know ... and as cash flows come into the business you know we could ramp that up in tranches and that but I mean what I need ... can you deliver right now? And what sort of money are you prepared to settle on? What sort of number because you know your original 5% is massive, it's too much I can't do that it's too much on the business, I mean that's 250 now 300,000 dollars ... umm ... you know what are you looking at ... what works for you?

Mr Erasery Yeah I'm looking at minimum 200 ... ahh that was what I was looking for ... but again if it is going to be like ahh in bits and pieces it's going to be another challenge.

Mr Stirling So, are you suggesting 200 once off?

Mr Erasery Yeah that's what I was looking for ... but then again like when you say about the cashflow and all that it's going to be a challenge right?

Mr Stirling You know that's going to be impossible for me. I mean right now what I could do is I could do ... ahmmm ... I don't think I could squeeze 200 out of this deal regardless of the size, it's about also the ... you know it's about umm it's about what a business of our size and you know could extract ummm you know I think could settle on ... ahhh Jesus I don't know ... ummm you know maybe what we should do is we should start with a deposit ummm upfront payment ummm and then based on how the contract runs that we'd look at it ongoing basis ... you know and I would do my best to to get to to 200 ... but you know I don't think I would be able to to be honest I really don't ... I think ... ummm ... you know it is very difficult to draw cash out of a business and personally I can't do that right now. I could probably, I could probably start with a \$20,000 deposit or payment and then we work on an ongoing basis and try and get it to that mark you know

Mr Erasersy Yeah that will be too less ... yeah ... it's going to be a bit of a challenge ... can you do 50 to start with? ... And again a transfer is going to be a problem as well

Mr Stirling No no there's no way I'm doing anything on paper so ... leave leave it with me let me come back to on that ... I ... look ahh what I have access to at the moment is \$20,000, that's what I've got and I want to deliver it in person I'm doing this through anyone else ... it's got to be ... it's got to be .... ahh it's got to be untraceable unpersonable.

Mr Erasersy Yep ... How about we do that in 3 months then ... ahh like 3 different months so (inaudible) things are not going to be big for you as well like ahhh big withdrawal from your business ... so like 20 20 20 60 and then I'm ready to wait for the 200 when we finish the project ok?

Mr Stirling Ok ... ok ... can I in-principal agree on that but ... but ... but we start with 20 and we go from there but if I let you down on the balance you know umm after ... I mean what I was thinking was like 100 max but from how the project runs from an up and down perspective maybe we could get there.

Ultimately, it was agreed the first deposit was to be paid in cash on 27 March 2024 at a park in Parramatta, Sydney.

## 27 March meeting

On 26 March 2024, Mr Stirling contacted Mr Erasery to confirm the details of their meeting the following day.

On 27 March 2024, Mr Stirling met with Mr Erasery in a park, as agreed. Surveillance had been established prior to the meeting by personnel from the Commission and the AFP.



*Meeting between Mr Stirling and Mr Erasery at the agreed location in Sydney*

After Mr Erasery confirmed the arrangements to ensure Marsenta received the contract, Mr Stirling handed him a lunchbox with \$20,000 inside.

Mr Erasery was arrested by the AFP as he was returning to his car with the money in his possession. Upon his arrest he said, 'I'm sorry for anything I may have done, I shouldn't have done it.'

Mr Erasery was subsequently charged with an offence of soliciting a corrupt commission, contrary to section 249B of the *Crimes Act 1900* (NSW).

# Prosecution

A brief of evidence was provided to the Office of the Commonwealth Director of Public Prosecutions in June 2024.

Mr Erasery pleaded guilty in December 2024. On 25 July 2025, he was convicted and sentenced to 2 years imprisonment, to be served as an Intensive Corrections Order including 500 hours of community service.

# Considerations

## Definition of corrupt conduct

Under the NACC Act, a public official engages in corrupt conduct if they breach the public trust,<sup>6</sup> abuse their public office<sup>7</sup> or misuse official information.<sup>8</sup> In addition, any person – not confined to a public official – engages in corrupt conduct if they do something to cause a public official to behave other than honestly and impartially in performing their public duties.<sup>9</sup>

## Abuse of office

Subsection 8(1)(c) of the NACC Act refers to any conduct of a public official that constitutes, involves or is engaged in for the purpose of abuse of the person's office as a public official.

'Abuse of office' is not defined in the NACC Act, but an understanding of what it means is informed by the common law notions of misconduct in public office.

In the context of the criminal law, 'abuse of office' generally involves using a public office to dishonestly benefit oneself or another, or to dishonestly cause detriment to another.<sup>10</sup>

The Revised Explanatory Memorandum provides the following guidance on the meaning of the phrase:<sup>11</sup>

Paragraph 8(1)(c) would provide that conduct of a public official that constitutes, involves, or is engaged in for the purpose of abusing the person's office as a public official would constitute corrupt conduct.

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6 NACC Act, subs 8(1)(b).

7 NACC Act, subs 8(1)(c).

8 NACC Act, subs 8(1)(d).

9 NACC Act, subs 8(1)(a).

10 See e.g. Criminal Code (Cth), subs 142.2(1).

11 Revised Explanatory Memorandum para 2.38–2.40.

The concept of an abuse of office by a public official involves the official engaging in improper acts or omissions in their official capacity, that the public official knows to be improper, with the intention of gaining a benefit for themselves or another person or causing a detriment to another person.

However, conduct may still constitute corrupt conduct even if it were not for the personal benefit of the public official or other persons involved in the conduct (see subclause 8(8) and further information at paragraph 2.54). In the context of an abuse of office, this means that a public official may still abuse their office if the public official intended to cause a benefit that was indirect, intangible, or several steps removed from themselves or the other persons involved in their conduct. An abuse of office can be committed through the exercise of influence arising from the person's public office or the use of information obtained in their capacity as a public official, along with any other conduct in that capacity.

Accordingly, it is an abuse of office for a public official to use their powers or office improperly to obtain a benefit for themselves or to inflict a detriment on someone else. The features of abuse of office as outlined in the Revised Explanatory Memorandum require the public official to engage in improper acts or omissions in an official capacity knowing that the conduct is improper.

Accepting or soliciting a bribe for the favourable performance of a public function is one of the most flagrant abuses of office.

## Precedents

In *DPP v Harney*,<sup>12</sup> an Australia Post employee was found to have misused his position, by taking advantage of an opportunity that arose in the course of his official duty. Giles JA, with whom Meagher JA and Ipp JA agreed, said:

With due respect to the submissions put to us, I do not think that in the present case there can be any real doubt. If one looks at par (a) and the facts before us, the opponent was able to steal the articles in the course of post because of his employment by Australia Post in the parcel centre, and did so contrary to the duty which as a person in that employment he owed to his employer and in disregard of his responsibility as such an employee to the members of the public who committed articles to the postal system. In my opinion, that is clearly and aptly described as an abuse of his office as an employee.

Harney was able to steal postal articles because of his employment by Australia Post in the parcel centre. It was part of his duties as an employee to handle articles, and he used that position to allow him to steal them. This was an abuse of his position.

In *State v Gleitsman*,<sup>13</sup> a captain of detectives was found to have engaged in misconduct in office for making improper use of an official phone and police car for personal and private affairs at public expense. It was found that a public official is bound not to use public resources for private purposes.

The use of opportunities available to an official because of their office and which they are bound to use for public and not private benefit is an abuse of office.

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<sup>12</sup> (2003) 59 NSWLR 9.

<sup>13</sup> 161 A 2d 747 (62 NJ Super 15).

## Findings

I am comfortably satisfied that:

As Executive Procurement Manager – Technology for WSA, Mr Erasery was an employee and thus a staff member of a Commonwealth company, and thus a public official.

In that position, he had responsibility for oversight of tender processes and engagement with potential suppliers in that process. He also had access to commercial information from the tendering process, and insight into WSA's decision-making. Using the opportunity his position offered to engage with potential suppliers, Mr Erasery solicited a secret commission of approximately \$250,000 in return for arranging for Marsenta to be awarded the car parking contract.

That conduct was improper, and Mr Erasery knew it to be so. Mr Erasery engaged in that conduct with the intention of gaining a benefit for himself.

By soliciting a secret commission of approximately \$250,000 in return for arranging for Marsenta to be awarded the car parking contract, Mr Erasery used his office as a public official in a manner which he knew to be improper, to gain a benefit for himself. Mr Erasery thereby engaged in conduct which was an abuse of his office as a public official within subsection 8(1)(c) of the NACC Act, and thus engaged in corrupt conduct.

Having regard to the quantum of the bribe sought, the persistence with which it was sought, the dishonesty involved and the gravity of the criminal offence involved, the corrupt conduct was serious.

Accordingly, for the purposes of subsection 149(3), Mr Erasery engaged in corrupt conduct of a serious nature.

## Submissions of Mr Erasery

Mr Erasery made submissions to the Commission as part of the procedural fairness process required by the NACC Act. Mr Erasery did not challenge the corruption findings proposed but did express his deep remorse for his actions and the significant impact his conduct has had on his and his family's lives. An extract of these submissions is at Attachment A to this report.

## Corruption prevention observations

According to the Department of Finance, the Australian Government spent A\$99.64 billion in procuring goods and services in the 2023–24 financial year.<sup>14</sup> This presents significant opportunities for corrupt conduct.

As this case illustrates, the risks include the potential for ill-motivated public officials to seek or be offered inducements, such as bribes, in return for favours in the procurement process.

This investigation highlights how strong governance frameworks, a pro-integrity culture and ethical behaviour detected the corrupt conduct and can prevent it from occurring again.

A pro-integrity culture was demonstrated when Mr Stirling reported the corrupt approach to his employers, they reported it to WSA, and WSA referred it to the Commission and the AFP.

Senior officials at WSA acted quickly to escalate and report this conduct to the authorities. WSA had appropriate processes in place to receive and refer this report. WSA has a policy which sets out how WSA will deal with reported matters, and information about the Commission.

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<sup>14</sup> Department of Finance, [Statistics on Australian Government Procurement Contracts](#), Department of Finance website, n.d., accessed 26 March 2026.

In relation to other integrity controls, WSA undertook appropriate vetting of Mr Erasery prior to him commencing employment at WSA in April 2023. This vetting process included a National Criminal History and Police check, a National Insolvency Check, a National Credit Check, and a medical (drugs and alcohol) check.

WSA provided Mr Erasery with appropriate training following his engagement, covering:

- fraud and anti-corruption (in person and online)
- procurement
- Code of Conduct
- whistleblower program
- information security awareness.

WSA provides annual compliance training to all staff who deal with suppliers, customers, government officials, business partners, consultants, intermediaries, joint venture partners or contractors. This training ensures that staff understand the anti-bribery and corruption laws that apply to WSA's operations, the requirements of WSA's governance policies, and the steps staff should take in the event that they identify an instance of bribery or a risk that bribery could potentially occur. While training cannot stop determined actors from committing corrupt acts, it does set expectations, makes clear what is and is not acceptable conduct, encourages reporting and contributes to a pro-integrity culture.

WSA also emphasises a pro-integrity culture through its Code of Conduct which sets out WSA's values and expectations that ethical conduct is valued and demonstrated in day-to-day business.<sup>15</sup> The Code applies to everyone at WSA, including directors, leaders, employees and secondees, as well as contractors and consultants at WSA workplaces.

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<sup>15</sup> WSA Co Limited, [WSI Policy Code of Conduct](#), Western Sydney International Airport, accessed 26 March 2026.

Complementing the Code is WSA's Statement of Business Ethics, which provides a statement on the key business principles WSA adheres to in business dealings with all stakeholders and business partners and applies to all WSA leaders, employees and secondees, as well as contractors and suppliers.<sup>16</sup> The policy requires all communication between WSA personnel and contractors to be clear, direct, in writing and accountable. If business partners suspect wrongful conduct by WSA staff, the policy requires that these suspicions are reported to WSA directly or reported in accordance with WSA's whistleblower policy. This provides clear instructions on how to report inappropriate conduct.

This framework had the ultimate result that the corrupt conduct was detected before any loss was incurred. Mr Stirling's prompt report of Mr Erasery's bribe solicitation was critical to uncovering the corrupt conduct. This highlights the important role contractors (in this case Mr Stirling was a potential contractor) can play in identifying and reporting corrupt, improper and unethical behaviour in procurement and contract management in the public sector.

However, from a prevention perspective it is worth considering why, despite the training and policies referred to above, Mr Erasery embarked on it at all.

In the sentencing proceedings, Mr Erasery referred to financial difficulties, saying that at the time he had lost about \$220,000 in a property investment he had made for members of his family and he had not yet informed his family of the loss.

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<sup>16</sup> WSA Co Limited, [WSA Policy Statement of Business Ethics](#), Western Sydney International Airport, accessed 26 March 2026.

The sentencing judge found Mr Erasery was in a position of trust in relation to WSA, and that the offence involved a breach of trust in that he was trusted to apply proper processes to safeguard the use of public funds. The benefit solicited was a substantial amount of money and was committed for personal gain although the scheme itself was unsophisticated. The judge observed that while Mr Erasery was of the view he was in strained financial circumstances, they were not so dire that the offence was motivated by need, rather than greed. The amount sought to be obtained was a significant amount of money, an important aspect of the facts of the offending and indication of the seriousness of the offence.

This illustrates that employees who are under stressors may quite unpredictably engage in corrupt conduct when the opportunity presents and the motivation exists. It highlights the need for employers to be alert to the welfare and wellbeing of employees, not only as good workplace management practice, but also as an anti-corruption measure.

## Recommendations

### Law reform

As explained above, for the purposes of the NACC Act, Mr Erasery was a Commonwealth public official within the Commission's jurisdiction.

However, Mr Erasery was charged with a NSW state offence, even though he was a Commonwealth official. This was because there was no suitable available Commonwealth offence.

Under the Criminal Code (Cth) however, although the extended definition of 'Commonwealth public official' in the Dictionary includes, for example:

- (j) an APS employee; or
- (k) an individual employed by the Commonwealth otherwise than under the Public Service Act 1999; or
- ...
- (o) an officer or employee of a Commonwealth authority; or
- (p) an individual who is a contracted service provider for a Commonwealth contract; or
- (q) an individual who is an officer or employee of a contracted service provider for a Commonwealth contract and who provides services for the purposes (whether direct or indirect) of the Commonwealth contract; or ...

it does not capture officers or employees of a Commonwealth company.

Consideration was given to the appropriateness of a charge under the *Corporations Act 2000* (Cth), subsection 184(2) (which provides that an officer of a corporation commits an offence, punishable by imprisonment for 5 years, if they use their position dishonestly with the intention of gaining an advantage for themselves).

However, subsection 1315(1) of the Corporations Act provides that ‘in any proceedings for an offence against this Act any information, charge, complaint or application may be laid or made by: (a) ASIC; or (b) an ASIC delegate; or (c) another person authorised in writing by the Minister to institute the proceedings’.

The term ‘ASIC delegate’ is defined in the *Australian Securities and Investments Commission Act 2001* (Cth) as a person or body to which a function or power of ASIC is delegated under section 102 of that Act. As the Commission is not an ASIC delegate under that provision, it was not open to the Commission (nor an AFP member) to lay a charge under section 184, without authorisation in writing from the Minister responsible for the Corporations Act (the Treasurer). This may not always be practical in situations where there is a fast-moving investigation.

This is not likely to be an isolated issue, given the proliferation of Commonwealth companies among government business enterprises, with high value projects and potential for corrupt conduct by officers.

## Recommendation

The Attorney General’s Department should give consideration to measures to enable the relevant conduct to be prosecuted under Commonwealth law.

A handwritten signature in blue ink, appearing to read 'P. Brereton', followed by a period.

**The Hon Paul Brereton AM RFD SC**  
National Anti-Corruption Commissioner

8/04/2026

# Attachment A

## Extract of Mr Erasery's submissions

Mr Erasery's submissions to the Commission included the following:

### **My genuine remorse**

At the time of my arrest, I stated to the officer, "I'm sorry for anything I may have done, I shouldn't have done it." I acknowledge that this apology came too late, and I took the earliest opportunity to plead guilty.

Although I had completed the relevant trainings, I let my personal circumstances override the legal and ethical standards expected of me, and I fully accept responsibility for the consequences of my wrongdoing.

I was in a position of trust to safeguard the use of public funds and was expected by the public to maintain high standards of ethical behaviour. My abuse of office to solicit a bribe was extremely serious. My corrupt conduct can lead to reduced confidence in government, substantial financial loss and waste, and decreased service quality.

I wish to convey my sincere and unreserved apologies to the public, my colleagues and my family for the harm and disappointment my conduct has caused.

### **My acceptance of responsibility and my efforts toward rehabilitation**

I cooperated with the police investigation and court proceedings because I accept my wrongdoing and intend to be accountable for it. I pleaded guilty, was convicted and sentenced to 2 years' imprisonment to be served by way of an Intensive Corrections Order including 500 hours of community service. I acknowledge I fully deserve the judgement.

I have now completed 492 hours of community service from the allocated 500 hours, including work performed in extreme weather conditions of over 40 degrees in the summer at Windsor, NSW. I have obeyed all instructions from the Community Corrections Officer and never missed any work allocated to me. I'm determined to complete the remaining 8 hours of community service work by 15th February 2026.

...

Although I let down everyone, including myself, by committing a serious offence, I am ambitious to rebuild my life, return to public service, and contribute positively to my nation, Australia, using the skills, experience, and knowledge I have gained over 25 years of professional service.

...

### **Impact on me**

My offence was reported and broadcast across multiple news channels in the days after my arrest. Since then, I have struggled with significant anxiety and fear of reconnecting with friends, colleagues, and the broader community. With the unwavering support of my wife, together with medical treatment and ongoing psychological care, I am gradually recovering from trauma.