IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *Emadi v. Soleymani,* 2025 BCSC 1809

Date: 20250917
Docket: S245228
Registry: Vancouver

Between:

Pouria Emadi

Petitioner

And

Reza Soleymani and VanEx Currency Exchange Inc.

Respondents

Before: The Honourable Justice Lawn

Reasons for Judgment Re Costs

Counsel for the Petitioner:	D.R. Eyford, K.C. D. Lambert
Counsel for the Respondents:	G.F. Gregory
Petitioner's written submissions received:	July 15, 2025
Respondent's written submissions received:	August 12, 2025
Place and Date of Judgment:	Vancouver, B.C. September 17, 2025

INTRODUCTION

[1] The petitioner Mr. Emadi and the respondent Mr. Soleymani are the sole directors and equal shareholders of the corporate respondent VanEx Currency Exchange Inc. ("VanEx"). In August 2024, Mr. Emadi filed a petition to address deadlock arising from corporate disputes. The parties consented to a declaration that it was just and equitable for VanEx to be liquidated and dissolved pursuant to s. 214(1)(b)(ii) of the *Canadian Business Corporations* Act, RSC 1985 c. C-44 ("CBCA"). They also agreed that a buy/sell or "shotgun" order under s. 241(3) was appropriate. They disagreed on the structure and mechanics of the order.

[2] On June 24, 2025 (reasons indexed as 2025 BCSC 1178; the "Reasons"), I ordered that the petitioner make a shotgun offer to buy the respondent's shares of VanEx. I rejected the respondent's submission that the order ought to be framed as a purchase of assets. I also rejected the petitioner's submission that the respondent ought to make the first offer.

[3] I observed that success had been somewhat divided but gave leave to the parties to make brief written submissions on costs.

[4] As set out below, the petitioner is entitled to ordinary, but not special or uplift costs.

DISCUSSION AND DECISION

[5] The respondent argues that it is premature to deal with costs. He questions the legitimacy of the petitioner's shotgun offer and alleges that the petitioner is in contempt of the October 7, 2024, order of Justice Ross.

[6] I do not agree that a decision on costs is premature. Determining the costs of the petition hearing before me does not depend on whether the offer was accepted or whether either party believes it to have been legitimate. As to contempt, no application for contempt of Justice Ross's order is before me on this costs determination, nor was it before me in Chambers. I decline to make such an order.

[7] The respondent next argues that success was divided, as the petitioner failed on the issue of who would make the first offer. The respondent also submits that the allegations of dishonesty are the subject of conflicting affidavits, on which there has been no cross-examination. There is thus no way for this court to know whether the allegations are true or unfounded.

[8] I accept the petitioner's position that he enjoyed substantial success, as that term is understood in existing case law: see, e.g. *Fotheringham v. Fotheringham*, 2001 BCSC 1321 at paras. 45–46. The nature of the shotgun sale was at the heart of the dispute: would it be a sale of shares, or a sale of assets? This issue was decided in the petitioner's favour, although the mechanism did not entirely align with either party's position. A party may be entitled to costs even where the precise orders sought were not granted. See, e.g. *Kidner Investments Ltd. v. Totem Mercury Holdings Ltd.*, 2017 BCSC 205 at paras. 6, 77–92, 106–109.

[9] The petitioner is therefore entitled to his costs.

[10] The petitioner also seeks special or, alternatively, uplift costs. He asserts that the respondent made unfounded allegations of fraud; breached the court's order to give him access to VanEx's accounting software; and unduly complicated the proceedings, for example, by submitting affidavits replete with inaccuracies and allegations to which the petitioner then had to respond.

[11] This is not an appropriate case for special costs. Both parties elected to narrow their dispute. They agreed that their relationship had broken down and asked the Court to fashion a winding up remedy. Whether certain allegations were true or unfounded was not before me.

[12] That does not mean that these allegations are irrelevant, however. Where one party's conduct unduly complicates litigation or constitutes misconduct, it may amount to "unusual circumstances" justifying uplift costs under s. 2(5) of Appendix B of the *Supreme Court Civil Rules,* BC Reg. 168/2009, even if it does not justify an

order for special costs: *Shen v. West Continent Development Inc*., 2022 BCSC 462 at paras. 32–35.

[13] In this case, no finding of wrongdoing was required for the narrow order sought under ss. 214 and 241, and therefore, the petition hearing ought to have been confined to the nature of the shotgun order. Instead, as noted at para. 3 of the Reasons, a portion of the hearing time was taken up with what I termed introductory matters and the airing of grievances. Insufficient time was available to fully address all aspects of the order sought, necessitating further written submissions. The petitioner blames this on the respondent. He also argues that the respondent's written and oral allegations constituted misconduct as described in *Shen* at para. 35.

[14] This is not an appropriate case for uplift costs.

[15] First, both parties had a hand in the way in which the two hours were spent at the chambers hearing. For example, the petitioner himself spent time on conduct-related issues early on. Running out of time, necessitating written submissions, cannot be laid entirely at the feet of one party.

[16] Second, whether the allegations of fraud were proven or unfounded was not an issue before the Court, as noted above.

[17] Third, to the extent that these allegations may have been amplified by the respondent in oral argument, I do not find that those statements meet the level of "misconduct deserving of some form of rebuke, including disobedience of court processes, incivility, frivolity, actions taken in bad faith, and impertinence" as set out in *Shen* at para. 32, citing *J.P. v. British Columbia (Children and Family Development)*, 2018 BCCA 325 at para. 57.

[18] I therefore find that an award of costs on the usual scale is neither grossly unfair nor unjust. The petitioner is entitled to his party and party costs at Scale B, including for this application.

"Lawn J."