

CITATION: Grewal v. Dynamic Functional Solutions Inc. et al., 2025 ONSC 4391
DIVISIONAL COURT FILE NO.: 378/25; 379/25
DATE: 20250801

**SUPERIOR COURT OF JUSTICE – ONTARIO
DIVISIONAL COURT**

RE: HARPREET GREWAL, Applicant/Appellant

AND:

DYNAMIC FUNCTIONAL SOLUTIONS INC., DR. GILBERT YU MING YEE,
DR. VELAN SIVASUBRAMANIAN, DR. JAMES KENNETH STEWART, DR.
MOHAMED BAHAA KHALED, JOAN SAUNDERS, JENNIFER O’KEEKE,
PEEL MUTUAL INSURANCE COMPANY AND THE LICENCE APPEAL
TRIBUNAL, Respondents

BEFORE: Matheson J.

COUNSEL: *Imtiaz Hosein*, for the applicant/appellant

Christopher J. Rae, Nicholas R. Carmichael, Joseph J. Stonehouse, for the
respondent Dynamic Functional Solutions Inc.

Ian MacLeod, for the respondents Drs. Sivasubramanian, Stewart, Khaled and Yee

Melinda Baxter, for the respondent Joan Saunders

Jennifer O’Keefe, self-represented respondent

Jonathan Schrieder, for the respondent Peel Mutual Insurance Company

Jesse Boyce, for the Licence Appeal Tribunal

HEARD at Toronto: In writing.

ENDORSEMENT

[1] The applicant/appellant Ms. Grewal has been given notice that the Court is considering making an order staying or dismissing these proceedings under r. 2.1.01 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194.

[2] These proceedings arise from the applicant/appellant's second application to the LAT in relation to a motor vehicle accident in 2016 and claimed statutory accident benefits ("SABS") under the *Statutory Accident Benefits Schedule - Effective September 1, 2010*, O. Reg. 34/10. Ms. Grewal's first application to the LAT concluded with a final LAT decision in 2023 and an unsuccessful appeal to this Court. However, the applicant/appellant commenced a second application to the LAT in 2025. This time, she added other non-insurer parties including health professionals, service providers and an adjuster. In the second application, the applicant/appellant asserted tort claims and sought substantial damages and other relief.

[3] Throughout this second round of LAT proceedings, the applicant/appellant has emphasized that she is not seeking SABS.

[4] The LAT dismissed the second application on the grounds that it had no authority to award the claimed relief. It also noted that it had no authority to make an award against the non-insurer respondents.

[5] The applicant/appellant then commenced these two court proceedings, challenging the 2025 LAT decisions. The respondents (other than the tribunal) asked that the Court invoke the process under r. 2.1 of the *Rules of Civil Procedure*, which was done as set out in my directions of May 30, 2025, describing the issue as follows:

There is therefore an issue about the jurisdiction of this Court and whether these proceedings are an abuse of process through which the applicant/appellant is wrongly attempting to use the *Insurance Act* SABS process to address civil tort claims.

[6] The parties have made submissions in response to the notice under r. 2.1. Under the amended r. 2.1, both the applicant/appellant, and some of the respondents, have made submissions.

[7] As discussed below, I conclude that these proceedings are an abuse of process, as an attempt to pursue remedies that are not within the jurisdiction of the LAT or an impermissible collateral attack on the final determination of SABS arising from the prior LAT application.

Prior LAT proceedings

[8] The applicant/appellant submitted an application to the LAT for statutory accident benefits arising from a motor vehicle accident that took place in 2016.

[9] The LAT application gave rise to a series of LAT hearings and decisions commencing in 2021, as well as two proceedings in the Divisional Court (the first of which was dismissed as premature and the second was dismissed on its merits).¹

[10] As set out in the final LAT decision on that application, dated August 25, 2023, the applicant/appellant withdrew all the issues in dispute except one, which was settled, and pursued a motion to add a claim for punitive damages. The motion to add a claim for punitive damages was dismissed.

[11] An appeal to this Court was dismissed in April 2024.² The Court held as follows:

- (i) that exclusive jurisdiction over claims for SABS had been removed from the Superior Court to the LAT by virtue of s. 280 of the *Insurance Act*;
- (ii) that the LAT had no inherent jurisdiction, and had not been granted statutory jurisdiction to award punitive damages (citing *Keulen v. Allstate Insurance Co.*, 2024 ONSC 2033); and
- (iii) that the LAT's statutory jurisdiction to award SABS included a SABS remedy to respond to insurer misconduct, called a "special award" (s. 10 of the SABS), interest and costs.

[12] Ms. Grewal's application to the LAT included a claim for a special award under s. 10 of the SABS. That was one of the SABS claims that Ms. Grewal withdrew at the LAT, as set out in the final LAT decision.

[13] The LAT application therefore proceeded to a final LAT decision in 2023, which was upheld on appeal in early 2024.

2025 LAT Proceedings

[14] In March 2025, the applicant/appellant submitted another application to the LAT. In the new application, the applicant/appellant named not only the insurer but also non-insurer parties as respondents. The non-insurer parties included an adjuster, health professionals and a service provider. In her notice of appeal/judicial review in this Court, the applicant/appellant says that these respondents were involved in the insurer's medical examinations and in providing services

¹ *Harpreet Grewal v Peel Mutual Insurance Company*, 2021 CanLII 40734 (ON LAT); *Grewal v Peel Mutual Insurance Company*, 2021 CanLII 111183 (ON LAT); *Grewal v. Peel Mutual Insurance Company*, 2022 ONSC 4082 (Div. Ct.); *Grewal v Peel Mutual Insurance Company*, 2023 CanLII 77312; *Grewal v. Peel Mutual Insurance Company*, 2024 ONSC 2085 (Div. Ct.)

² *Grewal v. Peel Mutual Insurance Company*, 2022 ONSC 4082 (Div. Ct.)

to the insurer. The appellant/applicant alleges that in late 2024, in reviewing disclosure, she discovered tortious conduct by the respondents in relation to her SABS claims.

[15] In this second application to the LAT, the applicant/appellant asserted five tort claims against various of the respondents including intrusion upon seclusion, intimidation, civil fraud and intentional interference with economic relations.

[16] Despite the statutory regime, intended for the provision of SABS, the applicant/appellant expressly states that in the new LAT application she “does not seek entitlement to benefits, nor does [she] seek the payment of any benefits under the SABS”. She seeks damages totaling about \$30,000,000 (plus interest) against various of the non-insurer parties and declaratory relief against the insurer.

[17] The LAT dismissed the new application for lack of jurisdiction, as set out in its decision of April 14, 2025.³ In doing so, the Vice-Chair followed court decisions on the remedial jurisdiction of the LAT, including this Court’s decision in the applicant/appellant’s own appeal from the final 2023 LAT decision, cited above.

[18] In the reasons for decision, the Vice-Chair addressed the Ontario Court of Appeal decisions relied upon by Ms. Grewal, including *Stegenga v. Economical Mutual Insurance Company*, 2019 ONCA 615, 147 O.R. (3d) 65, and *Yang v. Co-operators General Insurance Company*, 2022 ONCA 178, 21 C.C.L.I. (6th) 1. The Vice-Chair correctly followed those decisions, which were concerned with SABS benefits and amounts under the *Statutory Accidents Benefits Schedule*. The Vice-Chair noted that in her 2025 application, Ms. Grewal indicated that she was not seeking SABS. Lastly, the Vice-Chair noted that some of the grounds asserted in the new application could support a special award against the insurer, but SABS were not sought.

[19] The LAT dismissed the request for reconsideration by decision dated June 11, 2025.⁴

[20] Ms. Grewal then commenced this appeal and application.

Rule 2.1 Analysis

[21] Subrule 2.1.01(1) authorizes the Court to dismiss a proceeding as frivolous or vexatious or otherwise an abuse of the process of the court. However, r. 2.1 should only be used for “the clearest of cases”: *Scaduto v. The Law Society of Upper Canada*, 2015 ONCA 733, 343 O.A.C. 87, at para. 8. This is such a case.

³ *Grewal v. Peel Mutual Insurance Company et al.*, 2025 ONLAT 25-002718/AABS (April 14, 2025)

⁴ *Grewal v Peel Mutual Insurance Company et al.*, 2025 CanLII 55797 (ON LAT)

[22] The core issue is the LAT's remedial jurisdiction. The applicant/appellant repeats the legal arguments she presented to the LAT – arguments that apply to claims for SABS.⁵ There is no question that a claim for SABS must be brought to the LAT, a principle arising from a well-established interpretation of s. 280 of the *Insurance Act*, cited and relied upon by the LAT. Yet this second LAT application seeks damages (with interest) and a declaration, not SABS.

[23] As noted by the LAT, and contrary to the submissions of the applicant/appellant, this case is not like *Yang v. Co-operators General Insurance Company*. In *Yang*, the Court of Appeal found that the substance of the claim was that she received fewer statutory accident benefits than she was owed. Here, the applicant/appellant has repeatedly emphasized that she is not seeking SABS.

[24] The applicant/appellant submits that because her allegations relate to the tortious administration of her SABS benefits, she must go to the LAT. There is a SABS remedy based on alleged poor conduct of an insurer – a special award under s. 10. Yet the applicant/appellant submits that she is not seeking SABS.

[25] The LAT is a statutory body. It has only the remedial powers that are granted to it by statute. In this case, the LAT's remedial powers come from the *Insurance Act* and related regulations, including the *Statutory Accident Benefits Schedule*. Subsection 268(2) of the *Insurance Act* specifies that a person injured in an automobile accident may claim statutory accident benefits against an insurer or the Motor Vehicle Accident Claims Fund (the Fund not being relevant here).

[26] The applicant/appellant does not address the core issue – that the LAT must have statutory authority to grant the requested relief. The applicant/appellant has not pointed to any statutory jurisdiction that allows the LAT to award general damages or a declaration.

[27] The applicant/appellant submits that if she cannot go to the LAT, she cannot advance her tort claims at all. That is not the issue in these LAT proceedings. Here, there is a statutory regime that comprehensively provides for statutory accident benefits that may be awarded by the LAT and are paid by insurers. Those legislative choices have been made within the no-fault benefit statutory regime under the *Insurance Act* that provides statutory accident benefits that are paid by an insurer. The *Statutory Accident Benefits Schedule* includes remedies if there is poor conduct by an insurer. The applicant/appellant may want something more or different from the LAT process, but that does not give the LAT jurisdiction to grant the remedies that she seeks.

[28] The scope of the LAT's statutory jurisdiction cannot be avoided or supplemented as suggested by the applicant/appellant. The issue of remedial jurisdiction fully addresses this matter.

⁵ The applicant/appellant also relies on a recent Superior Court decision, *Granville v. State Farm*, 2024 ONSC 2242. That brief endorsement is not an answer to the core issue of remedy.

[29] The applicant/appellant's position could be said to be an indirect attempt to challenge the final LAT decision on SABS in 2023, even though she submits that she is not seeking more SABS. If so, it would be an impermissible collateral attack on that final decision.

[30] These proceedings are dismissed as frivolous, vexatious and an abuse of process under r. 2.1 of the *Rules of Civil Procedure*.

Matheson J.

Date: August 1, 2025