

the relief that was sought. Instead, I granted an order respecting the preservation of some funds in the trust accounts of the lawyers for the Defendants.

[2] I then adjourned the matter and scheduled a hearing before any judge of the Court on October 2nd, 2025, so that the Defendants could seek to set the Order aside as they had not been given notice of it. Prior to this hearing, the parties advised me that they had a disagreement over the meaning of my Order and scheduled a further appearance before me. That appearance was held on October 16th, 2025. At that time, the parties advised me that there was a dispute over the scope of the order that I had made in two respects. First, whether the order required the Defendants to pay money into Court and second whether the Order should be applied to all the Defendants.

[3] Given this dispute, I ordered the transcript of the September 9th, 2025, hearing on an expedited basis, and provided it to the parties. I also scheduled a further hearing, which was held on October 24th, 2025. At that hearing, I provided the parties directions in respect of further steps in this matter. The parties also made submissions on the scope of the Order.

[4] These reasons will set out my directions to the parties and my disposition on the scope of the order.

Background Facts

[5] The Plaintiff is a company that made an investment in a real estate development known as the Mayfield Partnership. The purpose of these investments was the purchase of property, and I am given to understand that the Plaintiff made a capital contribution of \$200,000 to the enterprise. A schedule of potential payouts was included in the materials the parties had when the investment was made. I understand that the investments have not been successful and that no payouts have been made to the investors.

[6] There are two groups of Defendants. The first group of Defendants are Surinder Ahuja, Ahuja Holdings Inc., Arcadeium Development Corp. and Mayfield Arcadeium Holdings Ltd. I will refer to these Defendants as the “Mayfield Defendants”. The Mayfield company was the general partner in the real estate investment group. Mr. Ahuja is, I understand, the directing mind behind Mayfield and .

[7] The second group of Defendants are Harsimrat Gandhi and Aarav Holdings Ltd. I will refer to them as the “Gandhi Defendants”. These parties have been involved in previous litigation with the Mayfield Defendants. They were sued by the Plaintiff because of their involvement in the Mayfield development, as well as their involvement in litigation against the Mayfield defendants. I do not need to resolve any of the underlying factual issues in order to resolve this dispute. However, I do note that considerable sums of money were paid into Court.

[8] The Plaintiff alleges that it was promised that Mayfield would return its’ capital contribution once the monies that had been paid into Court were paid out of Court. Plaintiff’s claim was issued on February 28th, 2025. The Defendants defended this action, and a separate Statement of Defence was delivered by each of the groups of Defendants in April of 2025.

[9] In August of 2025, it came to the Plaintiff’s attention that monies might have been paid out by Mayfield to the Ghandi Defendants. As a result, the Plaintiff was concerned that the monies that had originally been held in Court were being dissipated. Therefore, the Plaintiff sought leave to bring an *ex parte* motion to have monies paid into Court by the Mayfield Defendants. The motion also sought a further and better Affidavit of Documents from the Ghandi Defendants.

[10] Derstine J. granted leave to bring this motion, and it was heard before me on September 9th, 2025. I denied the motion requiring the monies to be paid into Court but granted the Plaintiff a temporary order requiring monies in the trust

accounts of the law firms of both the Mayfield and Ghandi Defendants to be maintained. I then directed that the materials be served on the Defendants and that the Defendants be given an opportunity to move to set aside the Order. That hearing was set for October 2nd, 2025.

[11] Prior to that hearing, I was contacted by counsel for the Mayfield Defendants, who advised that there was an issue in respect of the interpretation of my Order. The Plaintiff is taking the position that the Order requires the Mayfield Defendants collectively to maintain the sum of \$200,000 in their lawyers' trust accounts, even if there is currently no money being held in trust. The Mayfield Defendants take the position that the order only requires them to maintain this money in trust if it is **already** in the trust account. The Ghandi Defendants take the position that the Order should not apply to them as they were not the general partner responsible for the business.

Issues

[12] I am required to address the following three issues:

- a) The directions for moving this matter forward.
- b) Whether the order captures all of the Defendants, and whether it should capture them all, or whether it should be limited to the Mayfield defendants.
- c) Whether the order requires monies to actually be paid to the lawyers in trust.

[13] I will deal with each issue in turn.

Issue #1- Procedural Directions

[14] As part of the appearance on October 16th, 2025, I directed the parties to agree on a timetable for this action. They were able to agree to a timetable, but there was one outstanding issue. The Plaintiff is seeking production from the Defendants. The Plaintiff's counsel has expressed concerns that the Defendants are not going to provide sufficient documentation in their Affidavits, and that they should be directed to provide additional productions in advance of discoveries. The Plaintiffs had scheduled a motion for November 18th, 2025, to address those issues.

[15] The Defendants argue that the issue of the sufficiency of the productions can be addressed after discoveries are held. The Defendants also point out that the motion on November 18th, 2025, is scheduled **before** the Affidavits of Documents are required to be produced. The Defendants argue that addressing the issue on November 18th, 2025, would be a waste of time and resources. The Plaintiff is concerned that having the issue of productions dealt with after discoveries will both throw the timetable off and increase the legal costs.

[16] I ultimately determined that neither position was entirely correct. I accept the Defendants' point that the Affidavits of Documents need to be complete before it can be determined whether additional productions need to be ordered. However, I also accept the Plaintiff's point that, if the productions are substantially deficient, then that issue should be dealt with before the discoveries are held in mid-January. To that end, I have directed that an appearance will be held before me at 9:30 a.m. on December 3rd, 2025. At that time, any party who believes that there are deficiencies in the other parties' Affidavits of Documents that cannot be addressed at discovery will advise us. I will then timetable a motion for a further and better Affidavit of Documents to be heard prior to the discoveries if that is necessary.

[17] I advised the parties of these directions at the hearing on October 24th, 2025. We then discussed the November 18th, 2025, hearing date. It was agreed

that the November 18th, 2025, date would be maintained pending my decision on the terms of my order. I will address that date in my final disposition of this matter.

[18] I should also make two observations about points that were raised by counsel during the course of the argument. First, counsel for the Mayfield Defendants observed that there are a significant number of records in this case. I can appreciate that, but under a strict reading of the *Rules*, the Affidavits of Documents should have been delivered some time ago. I would be surprised if the number of documents that had to be collected was an acceptable justification for an incomplete Affidavit of Documents if the Mayfield Defendants' Affidavits of Documents have not been completed by the deadline in the timetable.

[19] Second, counsel for the Ghandi Defendants observed that there were documents that were in the Plaintiff's Affidavit of Documents and asked whether it was necessary for her client to produce those documents. I advised that it was necessary for these documents to be listed in the Affidavit of Documents, as they are in the possession, control or power of the Ghandi Defendants even if the Plaintiff also has them.

Issue #2- Should the Order Include the Ghandi Defendants?

[20] The parties were able to resolve this issue on consent. The motion record is clear that the Order requiring monies be paid into Court was brought against the Mayfield Defendants. The Plaintiff correctly conceded that the order should not apply to the Ghandi Defendants. I accept that position. The order does not apply to the Ghandi Defendants.

Issue #3- The Scope of the Order

[21] The relevant provision in the Order reads as follows:

1. THIS COURT ORDERS that forthwith, the defendants personally or through their counsel, Robert Drake ("Mr. Drake") of Koskie Minsky LLP and Christine Jonathan ("Ms. Jonathan") of Loopstra Nixon LLP, maintain \$200,000 in the trust account of their lawyers account on their behalf, in this action ("Trust Funds"). Mr. Drake and Ms. Jonathan shall provide written confirmation to the Plaintiffs counsel, Tanya Walker ("Ms. Walker") and Matthew Thomson ("Mr. Thomson") when paragraph 1 of this order is complied with.

[22] At the original case conference on October 16th, 2025, the Plaintiff argued that the Order did not need to be clarified and that what the Defendants were seeking was, in essence, an appeal of my Order. The Mayfield Defendants disagreed and pointed to the decision in *Johnson v. Ontario (Finance) and Axa Insurance (Canada)*, 2015 ONSC 7927. In that decision, the Divisional Court accepted that a subsequent judge has the jurisdiction to interpret an order made by a first judge, especially where the first judge is not available, but that the Court should be addressing any issues in respect of the interpretation of an order.

[23] More generally, Rule 59.06(2)(c) gives the judge who originally made the order the ability to address genuine disagreements over the interpretation of the Order. In this case, there is a genuine disagreement over the interpretation of my order. As a result, it was appropriate for me to address this matter rather than leaving it to another motions judge or to an appeal.

[24] The Plaintiff argues that the word "maintain" in this order, when read as a whole, means that the money must be placed into the account and kept in the account. The Mayfield Defendants argue that the word "maintain" only requires them to maintain this money in the trust account if it is already there. For the reasons that follow, I accept the Mayfield Defendants' position on the interpretation of the Order.

[25] I start with the words in the Order themselves. Counsel for the Plaintiff points to the fact that this money must be maintained "personally or through their

counsel” in the trust account require a deposit. While these words, on the surface, might assist the Plaintiff, they have to be read in context. The Order requires the money to be maintained in the lawyer’s trust account by either the lawyer or the party. It does not require money that is not in the trust account to be deposited into the account. This wording prohibits money that is in the trust accounts from being moved out of the account at the direction of either the lawyer or the client.

[26] In this respect, the relief requested by the Plaintiffs on the motion must be remembered. The motion was to have the Defendants pay \$200,000 into Court. Had there been a requirement that monies that were not already in the possession of the Mayfield Defendants’ lawyers be paid by the Mayfield Defendants , there is no real reason why the Order would not have required those monies to be paid into Court, as the Plaintiff requested. That relief was not granted. This is a strong inference to suggest that monies that were not already in trust did not need to be advanced.

[27] This brings me to the meaning of the word “maintain”. The definition of maintain, as set out in the Oxford Concise English Dictionary is:

Maintain v. 1. Cause or enable (a condition or state of affairs) to continue- keep at the same level or rate. 2 keep (a building, machine, etc.) in good condition by checking or repairing it regularly. 3. Provide with necessities for life or existence- archaic give one’s support to, uphold. 4. Assert something to be the case.

[28] Counsel for the Plaintiff relies on the decision in *Brandon (City) v. The Queen*, 2009 TCC 369. In that case, the Court was faced with a case in which the City of Brandon was arguing that the wastewater services that they provided to a Maple Leaf Foods hog processing plant were entitled to an exemption under the *Income Tax Act*. In that case, the requirement to maintain was read broadly.

[29] However, the dictionary definition of maintain was still applied. As the Court noted (at para. 46):

[46] However, when one reads section 22 as a whole “[a] supply of a service, . . . of installing, repairing, maintaining or interrupting the operation of a water distribution, sewerage or drainage system”, bearing in mind the wider senses of “maintain” (“cause to continue” or “support by work” as in “maintain in life”), section 22 can also be read as covering the whole operation of a municipal water or sewerage system.^[22] It is accordingly appropriate to take a purposeful and contextual approach and consider the scheme and object of the *ETA*.^[23]

[30] The words “cause to continue” or “support by work”, which are on the broader end of the definition of maintain still only require something to be continued or supported. It does not require the addition of anything. Even a broad interpretation of the word maintain supports the Defendants’ position on this motion.

[31] Finally, there are the excerpts from the transcript. Both the parties and I have had the advantage of a transcript of my discussion with counsel for the Plaintiff on the day that the Order was granted. The Plaintiff points to a discussion at the end of Court (after I had read my endorsement) in which she and her junior counsel observed that, in the event the funds aren’t in the accounts, then it was covered by the order anyway. I responded “yes” to that statement. Counsel for the Plaintiff now argues that this was an acknowledgement that the order would require the money to be paid into the trust accounts even if it was not there. I disagree. In my view, the fourth paragraph of the Order covered what would happen if the monies were not in the trust account. If the money was not there, Defendants’ counsel would be required to confirm that in writing.

[32] My interpretation of the Order is fortified by the remainder of the transcript. Having reviewed the materials prior to the motion, I identified two concerns with the relief that counsel was seeking at the outset of the hearing. Those concerns were:

- a) That the general partner could decide, in its absolute discretion, whether to pay out funds or not. From that point, it followed that any

order requiring the general partner to pay money into Court might be an interference with the role of the general partner.

- b) That what the Plaintiff seemed to be seeking was enforcement before judgment.

[33] While I had both of those concerns, the facts as presented by the Plaintiff suggested that there might be some dissipation of assets. As a result, I determined that an appropriate compromise order, on a temporary basis, was to require the lawyers to maintain the monies that they had in trust pending further consideration of the Court. As I put it in the endorsement that I issued that day:

[2] Given that I am not hearing the merits of this motion, I will only make limited comments, and I note that those comments are not binding on any judge hearing the motion on a full record. However, I will observe that I am of the view that monies that are being held in trust should be frozen up to the sum of \$200,000 pending the return of this matter to Court because I do accept that there is the possibility of the dissipation of assets. In particular, promises appear to have been made by one or more of the Defendants to return the monies when certain events had transpired. Those events have passed and no monies have been returned. In addition, it appears that the litigation is being delayed and the Defendants are not moving forward with their required steps in the litigation.

[34] In the course of the motion, I also specifically advised that I was only inclined to issue an order that would require the law firms to maintain the monies in their trust accounts. Counsel also specifically advised me that she believed that the money was currently being held in trust by counsel. This is also strong evidence that what was intended by the Order was not a requirement for the Mayfield Defendants to pay additional monies to their lawyer. It was a requirement to maintain what had already been paid.

[35] In short, the word maintain suggests that something that is already there needs to be continued in place. It does not suggest putting something into place that was not previously present. This interpretation is supported by both the

surrounding circumstances of this motion and by the discussion that I had with counsel about the motion and the relief sought on the day in question.

[36] For these reasons, I adopt the interpretation proposed by the Mayfield Defendants. The order does not require any additional monies to be paid into the Mayfield Defendants' trust account that are not already there.

Conclusion and Costs

[37] For the foregoing reasons, I conclude that my Order does not require the Mayfield Defendants to deposit monies into their lawyer's trust account. It simply requires that, if monies are deposited into the trust account, they are to be maintained there up to the sum of \$200,000.

[38] This brings me to the question of the November 18th, 2025, date. If any party wishes to bring a motion to seek further relief in respect of the monies paid in this matter, they must serve and file their materials by November 5th, 2025. If no materials are served by that date, then the motion will be cancelled. If materials are served by that date, then responding materials must be served and filed by November 14th, 2025, and the motion will be argued on November 18th, 2025.

[39] There will also be an appearance before me on December 3rd, 2025, at 9:30 a.m. by ZOOM. I retain jurisdiction over this matter, other than for the merits of the November 18th, 2025, motion, until that time.

[40] Finally, there are the costs of this motion before me. Any party seeking costs shall have fourteen (14) calendar days from today's date to serve, file and upload costs submissions of no more than two (2) single-spaced pages, exclusive of bills of costs, offers to settle and case-law.

[41] Any party who is the subject of a claim for costs will have fourteen (14) further days to serve, file and upload costs submissions of no more than two (2) single-spaced pages, exclusive of bills of costs, offers to settle and case-law.

[42] There shall be no reply costs submissions without my leave. There shall also be no extensions to the deadlines for costs submissions, even on consent, without my leave. If costs submissions are not made in accordance with these deadlines, then there shall be no order as to costs.

[43] Finally, In addition, a to serving, filing and uploading the costs, the parties are to provide a copy of those costs submissions to my attention through the email address: SCJ.CJS.General.Brampton@ontario.ca. The email should be addressed to my attention and contain the name and file number of the case.

[44] Should counsel need to address an issue prior to our appearance on December 3rd, 2025, they may make a request through the Trial Office.

LEMAY J

Released: October 29, 2025

CITATION: 2246733 (2010) Ontario Ltd. v. Gandhi et al, 2025 ONSC 6088
COURT FILE NO.: CV-25-00001061-000
DATE: 2025 10 29

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

2246733 (2010) ONTARIO LTD.

Plaintiff

- and -

HARSIMRAT GANDHI, SURINDER
AHUJA, AARAV HOLDINGS INC.,
AHUJA HOLDINGS INC.,
ARCADEIUM DEVELOPMENT
CORP., and
MAYFIELD ARCADEIUM HOLDINGS
LTD.

Defendants

REASONS FOR JUDGMENT

LEMAY J

Released: October 29, 2025