

COURT OF APPEAL FOR ONTARIO

CITATION: Ranganathan v. Wasim, 2025 ONCA 850

DATE: 20251205

DOCKET: COA-25-CV-0222

Paciocco, George, and Monahan JJ.A.

BETWEEN

Vijaya Prabakaran Sree Ranganathan and Keerthana Raguraman

Plaintiffs (Respondents)

and

Azhar Wasim*, Right at Home Realty Inc. Brokerage and Real Estate Council of
Ontario

Defendants (Appellant*)

Darrell Paul, for the appellant

Preetmohinder Singh Wadhwa, for the respondents

Heard: December 2, 2025

On appeal from the order of Justice Ranjan K. Agarwal of the Superior Court of
Justice, dated December 23, 2024, with reasons reported at 2024 ONSC 7211.

REASONS FOR DECISION

[1] The appellant, Azhar Wasim, appeals an order dismissing his motion for
leave to issue a third-party claim (the “Subject Claim”) on the basis that the Subject
Claim is barred by the *Limitations Act, 2002*, S.O. 2002, c. 24, Sched. B.

[2] At the conclusion of the hearing, we advised that the appeal was dismissed with reasons to follow. These are our reasons.

I. BACKGROUND

[3] In February 2022, the respondents, Vijaya Prabakaran Sree Ranganathan and Keerthana Raguraman sued the appellant, their realtor, as well as Right at Home Realty Inc. Brokerage and Real Estate Council of Ontario (the “Original Action”), alleging that the appellant defrauded them into buying a house in Brampton, Ontario. They sought losses arising from a private mortgage (the “Private Mortgage”) that they had entered into with the appellant in connection with their purchase of the house.

The Wasim Investments Action

[4] The appellant filed a statement of defence in the Original Action dated March 8, 2022. The appellant then caused Wasim Investments Ltd., a corporation he owns, to bring a separate claim against the respondents and Saaral South Indian Restaurant Corp., a corporation the respondents own, claiming that they breached the Private Mortgage loan agreement (the “Wasim Investments Action”).

[5] In November 2023, the court struck the Wasim Investments Action as an abuse of process, since it raised issues that were duplicative of those in the Original Action and gave rise to the possibility of inconsistent results (*Wasim Investments Ltd. v. Ranganathan et al.*, 2023 ONSC 6507). An appeal of that

judgment was dismissed by this court in June 2024 (*Wasim Investments Ltd. v. Ranganathan*, 2024 ONCA 505).

The Appellant's Motion for Leave to issue the Subject Claim

[6] Following the dismissal of the appeal in the Wasim Investments Action, the appellant brought a motion for leave to issue the Subject Claim. Although framed as a third-party claim for contribution and indemnity in the Original Action, it is, in substance, a counterclaim since it alleges that the respondents defaulted on the Private Mortgage.

[7] The respondents opposed the motion primarily on the basis that it was brought outside of the two-year limitation period set out in s. 4 of the *Limitations Act*. The motion judge found that the appellant discovered the Subject Claim on December 24, 2021, since his pleadings allege that the respondents defaulted on the Private Mortgage on this date.

[8] The appellant did not dispute that the limitation period in respect of the Subject Claim began to run on December 24, 2021, but argued that the running of the limitation period was tolled by the respondents' successful motion to strike the Wasim Investments Action in November 2023 and Wasim Investments' subsequent appeal of that judgment.

[9] The motion judge rejected this argument on the basis that the appellant was not a party to the Wasim Investments Action. Thus, the respondents' successful

motion to strike the Wasim Investments Action and Wasim Investment's subsequent appeal could not affect the running of the limitation period in respect of the Subject Claim, which the appellant seeks to commence personally.

[10] In the alternative, the motion judge found that even if the limitation period applicable to the Subject Claim was suspended by the appeal of the Wasim Investments Action, the appellant was still out of time. The motion judge calculated that even if the time between the date of the motion to strike judgement and the date this court dismissed Wasim Investment's subsequent appeal was deducted, the limitation period applicable to the Subject Claim would still have expired on July 29, 2024. This expiry was long before the appellant served his notice of motion seeking leave to issue the Subject Claim.

II. DISCUSSION

[11] The appellant advances two arguments in appeal. There is no merit to either ground.

[12] First, he argues that there were settlement discussions between the parties in the Wasim Investments Action between June 28, 2023 and November 16, 2023. He submits that those settlement discussions had the effect of tolling the limitation period in respect of the Subject Claim in accordance with s. 11(1) of the *Limitations Act*.

[13] Second, he disputes the motion judge's finding that he did not attempt to bring his motion for leave to issue the Subject Claim before July 29, 2024. He maintains that the parties were attempting to schedule the appellant's motion for leave to issue the Subject Claim from July 22, 2024 onward - one week prior to the expiry of the limitation period.

[14] Both grounds of appeal rely on evidence that was not put before the motion judge. The appellant has not brought a fresh evidence motion, which makes the evidence inadmissible. The absence of admissible evidence is fatal to both grounds of appeal.

[15] Further, even if the fresh evidence had been admitted, it would have made no difference to the outcome. The "settlement discussions" between the parties in 2023 did not involve an attempt to resolve the extant proceedings on their merits but, rather, were directed at the manner in which the Original Action and the Wasim Investments Action would be argued. As such, these discussions did not involve an agreement to "resolve the claim" within the meaning of s. 11(1) of the *Limitations Act*.

[16] The appellant's second argument regarding discussions that took place between the parties from July 22, 2024, onward ignores the motion judge's primary finding that the limitation period in respect of the Subject Claim expired two years after the appellant discovered the Subject Claim, namely, on December 24, 2023. While the appellant had sought to avoid this result by arguing that the running of

the limitation period was suspended from November 2023 until June 2024 while Wasim Investments appealed the dismissal of the Wasim Investments Action, the motion judge did not accept this argument. As the motion judge correctly pointed out, the appellant was not a party to the Wasim Investments Action. Thus, the events relating to the Wasim Investments Action did not suspend the running of the limitation period in respect of the Subject Claim, which the appellant seeks to commence in his personal capacity. This conclusion renders moot any consideration of discussions that may have taken place between the parties in 2024, since the limitation period in respect of the subject Claim had expired in December 2023.

[17] The appeal is dismissed. The respondents filed a bill of costs which show costs on a partial indemnity basis of approximately \$11,500. However, those costs include what appears to be outstanding costs from the motion in the court below. This is not the appropriate way to collect outstanding costs from the motion judge's cost order. After deducting those costs, the appellant shall pay costs to the respondents in the amount of \$10,327.42 all inclusive.

“David M. Paciocco J.A.”

“J. George J.A.”

“P.J. Monahan J.A.”