CITATION: Dhillon v. Janda, 2026 ONSC 685
COURT FILE NOS.: CV-24-71 and CV-24-72 (Brantford)
DATE: 2026/02/04

SUPERIOR COURT OF JUSTICE – ONTARIO

CV-24-71

RE: SARBJIT DHILLON, Applicant/Respondent

AND:

AMANVEER JANDA, Respondent/Cross-Applicant

CV-24-72

RE: RAJINDER SINGH DHILLON, Applicant/Respondent

AND:

AMARINDER SINGH JANDA a.k.a. AMARINDER JANDA, Respondent/Cross-Applicant

BEFORE: The Honourable Justice I.R. Smith

COUNSEL: Dennis Touesnard, Counsel for the Applicant/Respondent in both Applications

Osborne Barnwell, Counsel for the Respondent/Cross-Applicants in both Applications

HEARD: May 26, 2025

REASONS ON APPLICATIONS

Introduction

[1] In separate applications, Sarjbit and Rajinder Dhillon (the "applicants") move under the *Partition Act*, R.S.O. 1990, c. P-4 (the "Act") for the sale of three properties owned as tenants in common with Amanveer and Amarinder Janda (the "respondents"). The applicants propose that the proceeds of the sales be divided equally between the registered owners of each of the three properties. In their response and counter-application, the respondents, while not opposing the sale

of the properties, argue for an unequal division of the proceeds of such sales, or, in the alternative, that the applications be converted into an action.[1]

[2] For the reasons which follow, the relief sought by the applicants is granted and the cross-application is dismissed.

Background

[3] The applicants are brothers. The respondents are brothers. The applicants and the respondents are cousins.

[4] At times in 2017, 2018 and 2019, three multi-residential properties were purchased by the parties.

[5] In 2018, Sarbjit Dhillon and Amanveer Janda purchased 61 Wood Street in Kitchener as tenants-in-common, each with a 50% interest in the property.

[6] Rajinder Dhillon and Amarinder Janda purchased 22 James Street in Waterloo in 2017 and 907 North Service Road in Mississauga in 2019, again, in both cases as tenants-in-common, each with a 50% interest in each property.

[7] Conflict has developed between the two families and there have been extensive discussions to resolve that conflict, including about how to dispose of the properties and divide the proceeds.

[8] The applicants say that these discussions were not successful and, as a result, they launched these applications. The respondents say that the parties settled the issues between them, including how the proceeds of the sales should be divided, and that that settlement agreement should be

[1] During the hearing of this matter, the respondents abandoned the argument that the applications amount to an abuse of process.

enforced by the court. In the alternative, the respondents say that this matter should be converted to an action so that the issues between the parties can be ventilated at a trial.

Attempts to settle

[9] The issues between the parties arose in 2022 and relate to, among other things, whether the respondents are entitled to compensation for having managed and improved the properties at their own expense, thereby having enhanced both the rents which the properties could command and their resale value. In addition, both sides accuse the other of having improperly taken money from the bank accounts associated with the three properties.

[10] In 2023, the applicants launched an application in Brampton seeking the sale of the properties under the Act. The respondents launched a counter-application. Those applications were abandoned in October 2023 when the parties decided to attempt to settle the matter out of court.

[11] The respondents say that the negotiations to do so were conducted for the applicants by their mother, Parmjit Dhillon ("Parmjit"), and the spouse of the applicant Rajinder Dhillon, Meenu Dhillon ("Meenu"). For the respondents, the negotiations were carried out by their father, Jaswinder Janda ("Jaswinder"). The respondents say that they understood Parmjit and Meenu to have the authority of the applicants to enter into these negotiations and to bind the applicants. Eventually, according to the respondents, after many hours of negotiation, an agreement was reached.[2] Minutes of settlement were drafted to formalize the agreement, and those minutes were presented to the applicants. The applicants, however, refused to respond. Eventually the

[2] In their notice of counter-application and in their factum, the respondents assert that the parties also settled all matters between them in November of 2022 and that that settlement also represents an enforceable agreement. This point was not pressed in oral submissions and both the applicants and the respondents focused their submissions on whether a binding agreement was achieved in October of 2023. Moreover, the evidence upon which the respondents rely to establish that there was an agreement in November of 2022 is not properly before the court given that it is found largely in affidavits that have been attached as exhibits to the affidavit of Jaswinder Janda: *Baker v. Jakobek*, 2008 CanLII 27272 (S.C.J.), at para. 76. In any case, even if one considers these affidavits, it is clear that the respondents have not proven the existence of a binding agreement from November of 2022. At least one of the applicants was not even present at the meeting where the agreement is said to have been achieved and the conduct of both sides after that date suggests that any "agreement" was quickly abandoned. Finally, I note that in cross-examination both applicants denied that they were party to any agreement at this time.

applicants proposed amendments to the minutes, but Jaswinder, on behalf of the respondents, refused to accept those amendments.

The evidence of agreement or lack thereof

[12] The respondents say that the details of the alleged agreement of the parties were captured in an email dated October 16, 2023, from Jaswinder to Meenu and others (the "October 16 email"). It bears the heading "FINAL OPTIONS for RESOLUTION OF PROPERTIES" and opens as follows:

> As per your phone conversation and our discussion, I have drafted a proposal that includes the actions we are taking to resolve this matter and divide/separate our interests in the 3 following properties. This settlement proposal will then be sent to our lawyer. This will be drafted into an agreement which will be shared with your lawyer.

[13] The October 16 email then sets out the "agreement" of the parties, and closes as follows:

> [Parmjit] and Meenu will ensure that this agreement is followed and agreed upon by Sarbjit Dhillon and Rajinder Dhillon.
>
> Both individuals, Sarbjit and Rajinder will not intervene in the resolution and division of the three properties being divided and/or sold.
>
> The lawyer may add any clauses as required. Any amounts mentioned above may need to be adjusted until the closing date and/or sold.
>
> Any questions please email back or call me.
>
> After reviewing, please kindly acknowledge by email so it can be forwarded to the lawyer.

[14] The October 16 email was forwarded to counsel for the respondents on October 19, 2023. Another email dated October 19 (at 5:44 p.m.) from Jaswinder to Meenu reads as follows:

> Further to our phone discussion yesterday, I will forward the email dated October 16, 2023 to the lawyer to be drafted into an agreement. Will advise you of any updates.

[15] At 7:03 p.m., Meenu wrote to Jaswinder and asked that the agreement, once drafted, not be sent to the applicants' then lawyer, Mark Alter. She asked that it be sent to her and Rajinder Dhillon.

[16] Nevertheless, on October 23, 2023, by email, Mr. Alter wrote to the respondents' counsel and, among other things, set out his understanding of the state of negotiations between the parties, including a summary of two options for settlement. He asked Mr. Barnwell to contact him. On October 24, 2023, reacting to the email from Mr. Alter, Jaswinder wrote to Meenu and expressed concern that Sarbjit Dhillon was interfering in the negotiations, contrary to assurances that had been given. He expressed confusion, given that he was of the view that "we have already worked past that email material in our discussions." He asked for a response before proceeding further.

[17] Meenu responded on October 25, 2023, saying "as per your conversation with mom, please proceed with preparing the paperwork. Mom is working with you to resolve these matters based on trust & respect!"

[18] Thereafter, minutes of settlement were delivered to Meenu on November 8, 2023 but the applicants did not respond. Finally on February 7, 2024, Jaswinder wrote to Meenu, setting out the history of delays since the draft minutes were sent. He wrote further, as follows:

> A fair amount of time has now elapsed for you and your family to fully understand and appreciate the documents since they have been sent to you. The terms and conditions in the minutes of settlement were drafted from the many hours of negotiations with you and Parmjit Bhabhi Ji.
>
> With all due respect, I hope you and your family stand on the many verbal insurances [*sic*] you have given me to move forward with the agreed minutes of settlement for signing.

[19] Instead, on March 24, 2024, the applicants launched these proceedings.

[20] The applicants say that neither Parmjit nor Meenu was authorized to negotiate a settlement on their behalf and that, in any case, the record shows that no agreement was ever reached in any case. In support of this position, the applicants point to the following facts:

- There were never any written agreements respecting the sale of any of the three properties.
- The minutes of settlement were not signed or dated.
- The October 16 email specifically refers to the minutes of settlement as "a proposal".
- On cross-examination, Jaswinder acknowledged that there was no agreement as of October 16 because the terms were still to be reviewed by lawyers.
- The interjection of Mr. Alter on October 23, 2023, showed that different proposals were being considered.
- In his email of October 24, 2023, Jaswinder complains that the applicant Sarbjit, the co-owner of one of the properties and a necessary party to any agreement, was "interfering" in the settlement discussions.
- On cross-examination, Jaswinder agreed that the applicant Sarbjit never agreed to the minutes of settlement and has never been co-operative in the effort to resolve the various issues between the parties.
- Important parts of the email communication – which the respondents say show that there was an agreement – are not copied to the owners of the properties.
- The documentary record reveals, and on cross-examination, Jaswinder acknowledged, that neither Parmjit nor Meenu ever agreed to the minutes of settlement, that they indicated at times that they needed more time to review the minutes, and that attempts to schedule a meeting to discuss the minutes were never successful.
- Jaswinder agreed on cross-examination that Parmjit was asking for changes to the minutes of settlement insofar as they addressed legal costs. He did not agree with the proposed change.

Discussion

Should this matter be converted to an action?

[21] I am satisfied that there is no reason to convert this matter to an action.

[22] As pled, the applicants' applications are for the sale of the properties and the even division of the proceeds of those sales. The respondents' counter-application seeks a declaration that there is an enforceable settlement agreement between the parties and is otherwise premised on the assertion that such an agreement exists.

[23] As will be discussed in full below, on the key factual issues – whether Parmjit and Meenu had ostensible authority to bind the applicants and whether there was an agreement between the parties – the respondents have not led evidence that could result in a conclusion in their favour. In other words, taking the evidence at its highest for the respondents, they have failed to establish either ostensible authority or that the parties reached an agreement. This is a matter, then, that I am able to dispose of on an application and on the basis of affidavit evidence and cross-examinations. An action and a full trial are not necessary for the proper determination of the issues: *Przysuski v. City Optical Holdings Inc.*, 2013 ONSC 5709, at para 7.

The sale of the properties

[24] The parties agree that the three properties in question cannot be severed. The applicants have therefore applied for the sale of the properties under the Act. Absent circumstances of malice, oppression, or vexatious intent on the part of the applicants, the sale must be ordered: *Ross v. Luypaert*, 2025 ONCA 3902, at paras. 27 – 28; *Ng v. Tang*, 2022 ONSC 1448, at paras. 26 – 27. The respondents make no allegation of such circumstances and, as noted above (at footnote 1), they have abandoned their claim that the applications amount to an abuse of process. An order must be made, then, that the properties are to be sold.

[25] The respondents take the position, however, that the proceeds of the sale ought to be divided unequally. In support of this submission, they argue that the parties achieved a settlement of the issues between them, and that that agreement is captured in the October 16 email and in the minutes of settlement sent to Meenu on November 8, 2023.

[26] The applicants say, however, that they were not privy to those alleged agreements, that they did not authorize either Parmjit or Meenu to negotiate on their behalf, nor to bind them to any agreement, and that the alleged agreement is absurd on its face. The respondents say that the agreement is not absurd and is supported by the evidence, and that they reasonably understood Parmjit and Meenu to have the authority to bind the applicants.

Were Parmjit and Meenu agents for the applicants?

[27] The test for determining whether Parmjit and Meenu had ostensible authority to act as the agents of the applicants is found in the decision of the House of Lords in *Freeman & Lockyer v. Buckhurst Part Properties (Mangal) Ltd.*, [1964] 1 All E.R. 630, where Lord Diplock wrote as follows:

> If the foregoing analysis of the relevant law is correct, it can be summarized by stating four conditions which must be fulfilled to entitle a contractor to enforce against a company a contract entered into on behalf of the company by an agent who had no actual authority to do so. It must be shown:
>
> (1) That a representation that the agent had authority to enter on behalf of the company into a contract of the kind sought to be enforced was made by the contractor;
>
> (2) That such representation was made by a person or person who had "actual" authority to manage the business of the company either generally or in respect to those matters to which the contract relates;
>
> (3) That he (the contractor) was induced by such representation to enter into the contract, that is, that he in fact relied upon it; and
>
> (4) That under its memorandum or articles of association the company was not deprived of the capacity either to enter into a contract of the kind sought to be enforced or to delegate authority to enter into a contract of that kind to the agent.

[28] As noted by Price J. in *J.J.A.S. Catering v. Vesia*, 2014 ONSC 5783, at para. 26, *Freeman* was cited with approval by the Supreme Court of Canada in both *Canadian Laboratory Supplies Ltd., v. Englehart Industries Ltd.*, [1979] 2 S.C.R. 787 and *Rockland Industries Inc. v. Amerada Minerals Corp. of Canada Ltd.*, [1980] 2 S.C.R. 2.

[29] In the present case, there is, quite simply, no evidence that either of the applicants represented to the respondents or to Jaswinder that Parmjit and Meenu had the authority to cause the applicants to enter into an agreement with the respondents. There is no documentary evidence of such a delegation of responsibility to Parmjit and Meenu. In their affidavits and under cross-examination, the applicants denied having given such a representation. In his affidavit, Jaswinder says simply that Parmjit told him that she was authorized to act for the applicants. That is not sufficient.[3]

[30] To the extent that the respondents rely on the cultural practices of the Indian community in settling disputes and assert that the negotiation of resolutions by family elders is commonplace and understood to be binding, I make the following observations. First, there is no expert evidence before me respecting such practices and I am in no position to take judicial notice of them. Second, the applicants, also Indo-Canadians, dispute the claim that they are bound by any agreement said to have been negotiated by their mother. Third, even accepting that disputes might often be settled in this fashion in the Indian culture, such a practice could not displace the legal requirement set out in *Freeman* that the party to the contract must represent to the party opposite that the person who is said to be his, her or its, agent is such an agent and is authorized to bind the party.

[31] Before leaving *Freeman*, I note also that there is no evidence that the respondents were induced to rely on the alleged agreement given that there is no evidence that anyone has done anything as a result of the alleged agreement, other than enter into this litigation.

[32] In any case, I am satisfied that there was no agreement. I turn to that issue now.

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[3] In oral argument, the respondents relied on the doctrine of agency by estoppel and, in so doing, referred to the judgment of Belch J. in *Gooderham v. Bank of Nova Scotia* (2000), 47 O.R. (3d) 554 (S.C.J.). In that case, quoting from *Fridman's Law of Agency* (6th ed.), it was noted that "agency by estoppel … means that a person who by words or conduct has allowed another to appear to the outside world to be his agent, … cannot afterwards repudiate this apparent agency…". In this case, there is no evidence that the applicants allowed Parmjit and Meenu to appear to the outside world to be their agents. Indeed, the evidence suggests that the applicants were unaware of the negotiations, or that at least portions of the negotiations were purposely being kept from them, and that their participation in negotiations, not to mention the participation of their lawyer, was thought to be deleterious to the prospects for settlement. These facts weigh against both the conclusion that Parmjit and Meenu appeared to the outside world to be the applicants' agents and the conclusion that the applicants had done anything to allow that perception to be created.

Did the applicants agree to the resolution described in the October 16 email and the minutes of settlement?

[33] The October 16 email refers expressly to "options" and to "a proposal." The text of that email leaves no doubt that the applicants had not agreed to anything, given that part of the proposal was that Parmjit and Meenu would "ensure" that the agreement "is followed and agreed upon by" the applicants, and given that it was proposed that they "not intervene" in the resolution of the matter." It is difficult to know how the applicants, part owners of the properties in question, could be said to be interfering in negotiations which implicate their personal financial interests.

[34] Moreover, the fact that Meenu asked that the agreement be kept from the applicants' lawyer, Mr. Alter, suggests that the hope was that the applicants not have the benefit of independent legal advice and that a resolution was being pursued without their input. Then, when Mr. Alter did intervene, it became clear that he and his clients were considering options other than the option being discussed by Jaswinder, Parmjit, and Meenu. Jaswinder's reference to Mr. Alter's intervention as evidence of Sarbjit's interference in the negotiations leaves little doubt that Jaswinder knew that Sarjbit had not agreed to the proposed agreement. One is driven to the conclusion that the applicants were kept out of the negotiations precisely because the negotiators knew that one or both of them would not agree.

[35] Last, the only response to the draft minutes of settlement was Parmjit's request that the proposed agreement's provisions respecting legal costs be amended. This was a fundamental term of the proposed agreement and a key issue dividing the parties. Jaswinder did not agree to that amendment. There was, therefore, no agreement on that fundamental point.

[36] In all these circumstances, the respondents have failed to establish both that the applicants gave ostensible authority to Jaswinder and Meenu to negotiate for them or to enter into an agreement on their behalf, and that any agreement was achieved.[4]

Division of the proceeds of the sales

[37] As noted above (at para. 22), the only issues before me are the application for the sale of the property and the counter-application for the recognition of the alleged settlement agreement. Since I have found for the applicants on both the applications and the counter-application, and although the record before me clearly reveals that the parties have disputes about income derived from the property, the status of bank accounts associated with the properties, the costs associated with the improvement and management of the property, and the costs associated with earlier litigation in this matter, the resolution of these disputes is not in issue before me. Moreover, as counsel for the respondents conceded, the state of the record would not allow me to resolve them in any event.

[38] Therefore, as I have found that there was no agreement, there is nothing in this case that would allow me to determine how the proceeds from the sale of the properties ought to be divided between the parties other than equally (apart from provision for any award of costs and any transaction costs associated with the sale of the properties).

Conclusion

[39] For the foregoing reasons, the counter-application is dismissed. The relief sought in the applications is granted and, subject to the correction of certain typographical errors, judgments will go in the form of the drafts filed by the applicants.

[40] If the parties cannot agree on costs, the applicants may serve and file brief submissions respecting costs by no later than February 13, 2026 directed to my attention by email to my judicial

[4] Having drawn these conclusions it is not necessary for me to consider the parties' arguments about whether the alleged agreement was absurd on its face.

assistant at mona.goodwin@ontario.ca and Kitchener.SCJJA@ontario.ca. The respondents' brief costs submissions may be served and filed by no later than February 20, 2026. The applicants' reply, if any, may be served and filed by not later than February 24, 2026.

I.R. Smith J.

DATE: February 4, 2026