COURT OF APPEAL FOR ONTARIO

CITATION: Munyal v. Baldwin, 2026 ONCA 52
DATE: 20260127
DOCKET: COA-24-CV-1059

Roberts, Coroza and Rahman JJ.A.

BETWEEN

Deepak Munyal

Plaintiff (Appellant)

and

Robert Baldwin

Defendant (Respondent)

Deepak Munyal, acting in person

Robin S. Brown, for the respondent

Heard: January 23, 2026

On appeal from the order of Justice Pierre Roger of the Superior Court of Justice, dated May 23, 2024.

REASONS FOR DECISION

[1] At the conclusion of the oral hearing, we dismissed this appeal for reasons to follow. These are our reasons.

[2] The appellant sued the respondent, his former lawyer, over the respondent's handling of a debt collection matter.

[3] The parties entered settlement negotiations in December 2023, prior to the trial. Two lawyers acted for the appellant. On December 8, 2023, the respondent accepted a counteroffer sent by the appellant's lawyers to settle the matter for $137,500 (inclusive of interest).

[4] The appellant's lawyers emailed the appellant on December 9, 2023, confirming that they had settled the matter for $137,500. The appellant's lawyers then sent a release and draft order for signature to the respondent's counsel on December 10, 2023. On the same day, the appellant emailed his lawyers advising them that he had not authorized the settlement for $137,500.

[5] The respondent subsequently brought a motion to enforce the settlement agreement pursuant to r. 49.09 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194. The appellant claimed that he had not authorized a settlement for $137,500, maintaining instead that he had instructed his lawyers to settle the matter for $163,000, plus interest. The motion judge enforced the settlement, dismissed the appellant's action and granted judgment in the terms of the offer to settle that he found was made by the appellant and accepted by the respondent on December 8, 2023.

[6] On this appeal, the appellant asks that we set aside the motion judge's decision to enforce the settlement and restore the action back to the trial list. The crux of his submissions is that there was no concluded settlement, and that there

was no written client authorization instructing his lawyers to settle the matter for $137,500. The appellant further contends that the motion judge selectively relied on portions of the record and failed to address material evidence in his reasons. He also submits that he was treated unfairly by the motion judge on account of his disabilities.

[7] On a r. 49.09 motion, the first step is to consider whether an agreement to settle has been reached. The second step is to consider whether, on all the evidence, the agreement should be enforced: *Capital Gains Income Streams Corp. v. Merrill Lynch Canada Inc*. (2007) 87 O.R. (3d) 464, at paras. 9-10.

[8] Here, after examining the evidence tendered, the motion judge found that an agreement had been reached between the appellant's lawyers and the respondent's counsel. The motion judge considered and rejected the appellant's position that he did not agree to settle the matter for $137,000 and that the communication by the lawyers to the respondent's counsel was a mistake. The motion judge also made the following finding that was fatal to the appellant's position:

> His two lawyers are from different firms and were involved in all relevant communications. Yet, the plaintiff did not file an affidavit from his lawyers, did not waive privilege, and did not explain why he did not call evidence from his lawyers. <u>As a result, I can properly infer that the evidence of his two lawyers would not have been helpful or supportive of his position</u>. [Emphasis added.]

[9] It was open to the motion judge to make this finding, and it was reasonable for him to find that viewed objectively the correspondence communicated a "mutual intention to create a legally binding contract on all essential terms of the settlement". We see no error in the motion judge's analysis.

[10] Turning to the second step, the motion judge observed that the real dispute appeared to be between the appellant and the scope of authority granted to his lawyers. The motion judge also observed that it was not disputed that the lawyer for the respondent did not know that the appellant allegedly did not authorize the offer. Citing this court's decision in *Scherer v. Paletta,* [1966] 2 O.R. 524, he held that in these circumstances, the dispute between the appellant and his lawyers regarding the scope of their authority was not a sufficient reason to set aside the settlement agreement. The motion judge then went on to consider other factors. He did not find that there was any prejudice in enforcing the settlement or that the settlement was unreasonable. He rejected the appellant's argument that the terms of the settlement should not be enforced.

[11] In sum, the motion judge considered all the relevant factors in granting the respondent's motion under r. 49.04. As with the exercise of any discretionary power, this court will defer to the motion judge's exercise of his discretion in the absence of any legal error, material misapprehension of the evidence, or a failure to consider material evidence. We see no basis to intervene.

[12] We also do not accept the submissions made by the appellant that the motion judge did not review relevant material because he was experiencing computer problems in the courtroom. The motion judge specifically told the parties that he had read all the materials and made reference to the materials he found to be significant in his reasons. The motion judge was not obligated to mention each piece of evidence that he reviewed.

[13] Finally, we reject the appellant's submission that the appellant was treated unfairly by the motion judge because of his disabilities. There is nothing in the record that supports this submission. The appellant was represented by counsel on the motion who made detailed submissions to the motion judge.

[14] The appellant also brought a motion to introduce fresh evidence on the appeal. As is the practice of the court, we have reviewed the fresh evidence before ruling on its admissibility. We do not accept the fresh evidence because it does not satisfy the test set out in *R. v. Palmer*, [1980] 1 S.C.R. 759. Specifically, we disagree that the evidence could have affected the result.

[15] For these reasons, the appeal is dismissed with costs payable to the respondent in the sum of $11,291.00. The costs shall be deducted from the settlement funds owed to the appellant.

"L.B. Roberts J.A."
"S. Coroza J.A."
"M. Rahman J.A."