

CITATION: Massive Restaurant Private Limited v. Massive Restaurants Inc., 2026
ONSC 847
COURT FILE NO.: CV-24-2762-0000
DATE: 2026-02-11

SUPERIOR COURT OF JUSTICE – ONTARIO

7755 Hurontario Street, Brampton ON L6W 4T6

RE: MASSIVE RESTAURANT PRIVATE LIMITED, Plaintiff/Moving Party

AND:

MASSIVE RESTAURANTS INC., FARZI CAFE/MODERN SPICE
BISTRO and ISHMEET KALRA, Defendants/Responding Parties

BEFORE: Justice E. Chozik

COUNSEL: Peter Danson, for the Plaintiff/Moving Party

Rory McGovern, for the Defendants/Responding Parties

HEARD: September 17 and October 7, 2025

RULING ON MOTION

A. OVERVIEW:

[1] On this motion, the plaintiff sought injunctive and mandatory relief against the defendants. The plaintiff is a company based in India. It operates a modern bistro style restaurant franchise under the name of Farzi Café. It purports to have 40 or more outlets in 9 countries. Its principal is Zorawar Kalra (“Zorawar¹”).

[2] On October 15, 2020, the plaintiff entered into a franchise agreement with the corporate defendant, Massive Restaurants Inc., who would operate a restaurant under its

¹ The owner and directing mind of the corporate defendant is named Ishmeet Kalra. For clarity, and without disrespect, I will refer to each Mr. Kalra by their first names.

brand as Farzi Café/Modern Spice Bistro (“Farzi Café”) in Mississauga, Ontario. The defendant Ishmeet Kalra (“Ishmeet”) is not a party to the franchise agreement, though it is not disputed on this motion that he is the operating mind of the corporate defendant.

[3] The underlying action arises out of a dispute between the parties in respect of the franchise agreement. Each alleges that the other failed to live up to its contractual obligations. On June 28, 2024, the plaintiff commenced this action against the defendants. The plaintiff sued the defendants in contract, negligence, fraud and unjust enrichment. The defendants filed their statement of defence and counterclaim on September 10, 2024. On November 13, 2024, the plaintiff defended the counterclaim.

[4] As of July 2025, Farzi Café in Mississauga ceased all operations.

[5] The plaintiff first initiated this motion on February 5, 2025. The notice of motion had several iterations. The plaintiff filed a motion record of approximately 1,743 pages. Ultimately, the interlocutory relief the plaintiff asked for on this motion fell into three categories:

- a. **Monetary relief:** the plaintiff sought an order requiring the defendants to pay royalties up to October 13, 2023 in an unspecified amount and an “exit fee”.
- b. **Documentary productions:** the plaintiff sought an order requiring the defendants to immediately deliver the following:
 - i. Daily sales reports and daily sales receipts from November 2021 to the present;
 - ii. Reports, documentation, data and/or information provided to their landlord (Oxford Properties) regarding all sales since November 2021 to the present;
 - iii. Corporate tax filings and financial statements for 2021 to the present;

- iv. All records, data and information to which the plaintiff would otherwise be entitled pursuant to the franchise agreement;
 - v. An order requiring the defendants to permit the plaintiff to conduct an immediate audit of all the sales since November 2021.
- c. **Mareva injunction and ancillary relief** in the following form:
- i. An order “freezing all of the defendants’ assets”, including those of Ishmeet;
 - ii. A sworn declaration detailing all the defendants’ worldwide assets (their nature, location, value and the defendants’ dealing with them as of 2021 to the present), including those of Ishmeet;
 - iii. An order requiring the defendants, including Ishmeet in his personal capacity, to attend for an examination under oath with respect to that declaration.

[6] The plaintiff also sought leave to amend its statement of claim to include the relief sought on this motion, and an order permitting it to schedule a further motion on an urgent basis to seek further injunctive relief if necessary. The Mareva injunction and ancillary orders were sought by the plaintiff after the exchange of facts, which had been timetabled by the court.

[7] Initially, on this motion, the plaintiff also sought to restrain the defendants from continuing to carry on business under the franchise brand and return confidential information. Most of this became moot when the business ceased operation in July 2025. Despite this significant change in circumstances, the plaintiff did not amend the motion materials at any point. Even though Farzi Café had ceased operation, the plaintiff continued to insist on a restraining order right up to the start of the hearing.

[8] On the first day of the hearing, the parties agreed on an order for the return of confidential information to the plaintiff. Later, on October 10, 2025, I conducted a case

conference dealing with the Farzi Café Instagram account, to which the plaintiff sought access and “ownership”.

[9] The balance of the motion is in respect of the documentary productions, monetary payments, the Mareva injunction and ancillary relief.

[10] In my view, the request for documentary productions is premature. The parties had not yet exchanged affidavits of documents. Discoveries had not yet taken place.

[11] In respect of the monetary payments and Mareva injunction, I find that the plaintiff has not meet the legal test to obtain any of this relief.

[12] For the reasons that follow, the motion is dismissed.

B. BACKGROUND:

[13] Farzi Café in Mississauga opened during the Covid 19 pandemic. Things did not go according to plan. The parties’ relationship deteriorated, and this litigation was commenced.

[14] In the action, the plaintiff alleges that the defendant corporation breached the franchise agreement because it:

- a) Failed to provide daily sales reports.
- b) Failed to report true and accurate sales figures.
- c) Failed to pay monthly royalties as required, even though payment was requested at least 3 times in the span of 12 months.
- d) Materially impaired the goodwill and reputation of the café and the brand by providing poor and rude service, deceitfully overcharging customers for sub-standard food, employing untrained staff, offering poor menu descriptions and unilaterally altering menu options.

- e) Fraudulently produced misleading revenue data to underrepresent royalty amounts owed.
- f) Failed to submit financial statements, reports and other operating data information and supporting documents.
- g) Failed to pay employee salaries in a timely fashion.
- h) Failed to consult with the franchisor on all hirings and firings.
- i) Falsely held the franchisee out as a subsidiary of the franchisor and falsely held out Ishmeet as a principal of the franchisor for unjust gain and to the detriment of the franchisor.
- j) Failed to comply with prescribed standard or operating procedure.

According to the plaintiff, the defendant corporation was notified of these breaches but persisted with the non-compliance.

[15] In the action, the plaintiff claimed damages in the amount of \$5,000,000 and punitive and aggravated damages of \$500,000. It also seeks the following orders:

- a. A declaration of fraud, for the reckless and fraudulent misrepresentation of its financial performance and records;
- b. An order for the production of all outstanding records, data and information required pursuant to the subject franchise agreement;
- c. An order for full financial and business accounting and equitable tracing of all proceeds and monies arising from the Farzi Café business operation since its inception to the present;
- d. An order for an interim, interlocutory and permanent injunction restraining the defendants from carrying on business pursuant to the franchise agreement or otherwise in the name of Farzi Café or Massive.

[16] The defendants deny the allegations from the statement of claim. In their statement of defence and counterclaim, the defendants allege that the plaintiff breached the franchise agreement by failing to abide by its support and other obligations. The defendants allege that the plaintiff did not assist with the activities leading up to the launch of the café or thereafter.

[17] The defendants allege that the plaintiff failed to send support and training, despite repeated requests. No written support materials were provided by the plaintiff, and the plaintiff failed to provide the defendant corporation with any training or training manuals. Due to the lack of support, the defendants were left to make unilateral decisions.

[18] The defendants allege that the plaintiff failed to sign a temporary resident visa application that was needed for one of the plaintiff's representatives to come to Canada to assist the defendants. The defendants claim that that any negative reviews, disputes, bad reputation and poor menu descriptions were due to the lack of training and support provided by the plaintiff.

[19] In respect of the royalties, the defendants take the position that the plaintiff agreed to a rate reduction but then unilaterally raised the rate.

[20] In respect of the sales reports and billing system, the defendants admitted that there were some outstanding payments that needed to be made towards the royalties but claim that those were made in July 2023. The delay in payment was due to a drop in sales. The defendants stopped sending sales reports to the plaintiff when this litigation started.

[21] The defendants deny that they produced misleading documents in respect of revenue. The sales reports did not include tips, gratuities, and taxes. The plaintiff is projecting this discrepancy as a fraud, whereas the defendants take the position that "net sales" as defined in the agreement did not include tips, gratuities and taxes.

[22] The defendants claim that the plaintiff breached its duty of fair dealing and good faith by failing to provide the necessary support, training, and guidance required in the

franchise agreement. They also submit that it breached its disclosure obligations by deliberately misrepresenting its capability to provide this support.

[23] The defendants deny that they caused damage to the plaintiff or its brand, or that they breached the agreement. In the alternative, if a breach is found at trial, the defendants take the position that the plaintiff suffered no damages, and that the damages claimed in the action are excessive, remote, and should have been mitigated.

[24] In its counterclaim, the plaintiff claims to have lost approximately \$250,000 a month in business opportunities, revenue, and out-of-pocket expenses, losses and damages. It also seeks punitive and exemplary damages due to the alleged “callous, mischievous and high-handed conduct” of the defendants.

C. LEGAL PRINCIPLES:

[25] Under rule 40 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, this court may grant an interlocutory order where it appears to be just or convenient to do so. Interlocutory relief is equitable in nature. As such, it is exceptional: *Bark & Fitz Inc. v. 2139138 Ontario Inc.*, 2010 ONSC 1793, at para. 35, leave to appeal refused, 2010 CarswellOnt 4407.

[26] The legal test for injunctive relief is not in dispute. It requires the moving party to establish that:

- a. there is a serious issue to be tried, as opposed to a frivolous or vexatious claim;
- b. the party seeking the injunction would suffer irreparable harm unless the injunction is granted, and
- c. the granting of the injunction will not do more harm to the defendant(s) than good to the plaintiff (also known as the “balance of convenience”).

See *RJR-MacDonald Inc. v. Canada (Attorney General)*, [1994] 1 S.C.R. 311, at p. 334; *Manitoba (A.G.) v. Metropolitan Stores Ltd.*, [1987] 1 S.C.R. 110, at pp.127-129 (“*MTS*”); *Harper v. Canada (Attorney General)*, 2000 SCC 57, [2000] 2 S.C.R. 764, at para. 4; *R. v. Canadian Broadcasting Corp.*, 2018 SCC 5, [2018] 1 S.C.R. 196, at para. 12; *Bark & Fitz*, at para. 11.

[27] Whether there is a serious issue to be tried sets a low threshold and negates the need for an in-depth review of the merits: *RJR-MacDonald*, at p. 337; *Quizno’s Canada Restaurant Corporation v. 1450987 Ontario Corp.*, 2009 CanLII 20708 (Ont. S.C.), at para. 38. Where the interlocutory motion will effectively amount to a final determination of the action, or the results will impose hardship on a party, the threshold rises to a *strong prima facie* case: *RJR-MacDonald*, p.338.

[28] For a mandatory injunction, such as the one here requiring the defendants to pay monetary amounts under the contract, the court must be satisfied that the applicant has a strong *prima facie* case or is “clearly in the right”: *Canadian Broadcasting Corp.*, at para. 15; *Bark & Fitz*, at para. 12.

[29] At this stage of the litigation, it is not part of the court’s function to resolve conflicts of evidence on affidavits, nor to decide difficult questions of law. Those are matters for trial: *MTS*, at p. 130.

D. APPLICATION:

[30] I am not satisfied that the plaintiff has established any basis for the relief sought.

Documentary Productions:

[31] As I stated at the outset, an order for documentary production is premature. No affidavits of documents were exchanged. No discoveries had been conducted.

Monetary Relief:

[32] In respect of the monetary relief sought, I am of the view that the plaintiff must establish a strong *prima facie* case rather than meet the lower serious issue to be tried threshold. The higher threshold applies because (a) the relief sought is mandatory in nature (e.g. the payment of money/royalties), (b) the relief sought on the interlocutory motion will effectively amount to a final determination of the action, and (c) the results will impose hardship on the defendants: *RJR-MacDonald*, at p. 338.

Has the Plaintiff Established a Strong Prima Facie Case?

[33] I am not satisfied that the plaintiff has met its onus in this respect. Even if I applied the lower threshold, the plaintiff has not met that test either.

[34] Given the issues in dispute, I am not satisfied that the plaintiff is “clearly in the right” or that it has established that there is a serious issue to be tried. The defendants have raised serious issues in this action which must be decided before the plaintiff would be entitled to any monetary relief, or the amount could be quantified.

[35] Some of the serious issues to be tried raised by the defendant include:

- a. Whether Ishmeet could be held personally liable for any of the relief sought, given that he is not a party to the agreement;
- b. The nature, duration and effect of the royalty reduction negotiated by the parties; and
- c. Whether “tips” are included in “net sales”.

[36] These issues must be determined at trial. Their determination turns on the assessment of the credibility and reliability of the evidence. This cannot be done on affidavit evidence or an incomplete evidentiary record on an interim basis.

[37] It would not be appropriate for this court to engage in assessing the quantum of royalties owed before trial. This is one of the key issues for trial. A complete evidentiary

record is required, as I have stated, and the meaning of “net sales” must be decided. These too are issues for trial.

[38] It is not disputed that Ishmeet was not a party to the franchise agreement between the corporations. Whether Ishmeet has any personal liability is a serious issue for trial that must be decided before any relief is ordered against him personally.

[39] Generally, officers, directors and employees are protected from personal liability for acts carried out under a corporate name: *ScotiaMcLeod Inc. v. People’s Jewellers Ltd.* (1995), 26 O.R. (3d) 481 (C.A.); *Twelve Gates Capital Group Inc. v. Mizrahi Development Group*, 2018 ONSC 7656, at paras. 19-28. The statement of claim discloses no reasonable cause of action against Ishmeet: no specific acts or conduct that would amount to any tortious conduct are pleaded.

[40] The plaintiff argues that there has been irreparable harm to the brand and that is why the money should be paid now – to vindicate its rights so it can rebrand in Canada. It is not appropriate to seek such relief at the interlocutory step. If there has been harm to the brand, then the plaintiff will be compensated by damages. Those damages can only be determined at trial. What the plaintiff asks for on this motion is an assessment and award of damages before trial. This is entirely unreasonable, and inappropriate.

[41] As a result, I am not satisfied that the plaintiff has established a *prima facie* case, let alone a strong *prima facie* case, to warrant a mandatory order in respect of the payment of the money. There are serious issues to be tried. The plaintiff is not “clearly in the right”.

Will the Plaintiff Suffer Irreparable Harm if the Monetary Relief is Not Granted?

[42] The onus is on the moving party to place clear evidence before the court to support a finding of irreparable harm. Irreparable harm cannot be based on speculation: *Humi Holdings Corporation v. Millington et al.*, 2023 ONSC 7545, at paras. 69, 73-74.

[43] I am of the view that the plaintiff has not met the burden to establish that it would suffer irreparable harm. Harm is “irreparable” if it cannot be quantified in monetary terms: *RJR-MacDonald*, at p. 341, *Erinwood Ford Sales Ltd. v. Ford Motor Co. of Canada Ltd.* (2005), 6 B.L.R. (4th) 182, at paras. 77-78.

[44] The plaintiff argued that the principle of irreparable harm operates differently in the context of franchise agreements. It cited *Bark & Fitz, Cash Converters Canada Inc. v. 1167430 Ontario Inc.* (2001), 48 B.L.R. (3d) 260 (Ont. S.C.), and *10313033 Canada Inc. v. 2418973 Ontario Inc. et al.*, 2018 ONSC 2406 (“*103 Canada*”), for the proposition that the non-payment of royalties automatically results in irreparable harm and on-going payment of royalties must be made at the interlocutory stage.

[45] I do not agree with this statement of the law.

[46] In the context of the termination of a franchise, it is often accepted that loss of profits, reputation and goodwill could constitute irreparable harm: *TDL Group Ltd. v. 1060284 Ontario Ltd.* (2001), 150 O.A.C. 354 (Div. Ct.), at paras. 10-13; *Bark & Fitz*, at para. 33; *Cash Converters*, at paras. 19-21. However, in each of these cases, the franchisee was operating, so there was an on-going obligation to pay royalties.

[47] In each case, there was also evidence that the franchise would be irreparably harmed, bankrupted or would have to cease or significantly cut down its operation if the royalties were not paid pending the determination of the action. That is where the irreparable harm lay: *Bark & Fitz*, at paras. 30-33; *Cash Converters*, at paras. 19-20; *103 Canada*, at paras. 16, 28-32.

[48] Farzi Café is no longer operating. No on-going royalties are owed. The plaintiff has not tendered any objective evidence to substantiate its real or potential future losses. There is no evidence that the franchise would be affected.

[49] To the contrary, the plaintiff has given an undertaking in respect of damages arising from the Mareva injunction, which suggests that there has been no prejudice to its ability to continue to operate despite any shortfall in the payment of royalties by the

defendants. Zorawar provided sworn evidence that for 2023, the plaintiff's total revenue was \$27,691,256 CAD, its profit was \$254,878, its net worth was \$1,547,600 and it has fixed assets of \$4,846,797.

[50] The plaintiff also argued that irreparable harm arises from the damage caused to its brand from the way in which the defendants operated the franchise. It cites negative reviews of the Farzi Café in Mississauga on social media and claims that the interlocutory relief is essential to address irreparable harm to its brand. I do not accept this argument. As I previously mentioned, Farzi Café is not operating. No further damage is being done. The degree of the negative impact on the brand and the plaintiff's responsibility in this are an issue for trial. The damage to the brand, if any, can be compensated by damages.

[51] In all the circumstances, I find that the plaintiff has not established that it would suffer irreparable harm if the monetary relief is denied.

Does the Balance of Convenience Weigh for or Against Granting the Relief?

[52] In respect of the balance of convenience, I find that it weighs heavily in favour of denying the monetary relief sought.

[53] Injunctive relief should not be granted where it would have the effect of giving the moving party that which is seeks at trial. Injunctive relief is the exception, rather than the rule, as it runs the risk of prematurely resolving issues worthy of being adjudicated on their merits: *RJR-MacDonald*, at pp.338-339.

[54] The interpretation of the franchise agreement and the reduction of the royalty rate are critical issues in this action. Also at issue is the level of support provided by the plaintiff. It would be profoundly unfair for this court to order the relief sought in the action at this interim stage before these issues are decided.

[55] It would be fundamentally unfair to order the defendants to pay royalties and/or an "exit fee" pursuant to the agreement when the terms of that agreement, the plaintiff's compliance with it and the quantum of royalties owed are in serious dispute. The amount

owed, if any, may be off set by damages owing to the defendants, who claim that the plaintiff failed to provide the necessary support and oversight. The defendants claim that they incurred significant damages. Mitigation is at issue.

[56] It is not appropriate for this court, on an interlocutory basis, to engage in the calculation of any royalties owing or damages as suggested by the plaintiff. As I have already set out, there are significant divergences as to the facts, and serious issues to be tried. The defendants have provided evidence that they intend to hire a third-party expert to conduct the required audits and calculate the royalties owing. The assessment of that evidence must be done at trial.

[57] This motion is a thinly veiled attempt to obtain execution before judgment. The plaintiff seeks the payment of funds to which it has not established entitlement. It seeks recovery of substantially the same relief it seeks in the main action. It would not be just or equitable to grant this relief on this record at the interlocutory stage.

[58] Given that the plaintiff has not established a *prima facie* case against Ishmeet, I find that Ishmeet would suffer significant, possibly irreparable, harm if any of the relief sought on this motion were granted against him. The balance of convenience weighs heavily against granting any of the relief sought in respect of Ishmeet.

[59] I find that the balance of convenience weighs heavily in favour of denying the interlocutory relief.

Mareva Injunction and Ancillary Orders:

[60] An order freezing assets (Mareva injunction) is an exceptional remedy and should only be issued if it is shown that the defendant's purpose is to remove his assets from the jurisdiction to avoid judgment. If there is no real risk or evidence of asset dissipation from the jurisdiction, a Mareva injunction should not be granted: *Chitel et al. v. Rothbart et al.* (1982), 141 D.L.R. (3d) 268 (Ont. C.A.); *Morris and Speer v. Khadr*, 2017 ONSC 4297, 415 D.L.R. (4th) 534, at paras. 2-8; *Rana v. Malik*, 2014 ONSC 701, at para. 63.

[61] There is no evidence whatsoever in this case that there are any grounds to believe that there is a risk of assets being removed by the defendants before judgment may be granted.

[62] I point out again that Ishmeet is not a party to the franchise agreement nor a guarantor under that agreement. It would be extreme to grant any relief against him in his personal capacity when he may have no liability to the plaintiff for any of the matters complained of in the statement of claim.

[63] The ancillary orders sought may be granted where there are grounds to believe that the defendant has assets within the jurisdiction but there are insufficient particulars of the whereabouts of those assets to make the injunctive relief effective: *ACI Bands Inc. v. Pow*, 2014 ONSC 2784, 313 C.C.C. (3d) 311, at para. 31. Before it can be entitled to any ancillary relief, the plaintiff must first establish that it is entitled to a Mareva injunction. It has not done so.

[64] In this case, the plaintiff asks for a judgment debtor examination or an examination in aid of interlocutory order. I decline to grant this relief. The plaintiff has not established that it is entitled to the Mareva injunction nor has it proven the allegations in its statement of claim.

[65] In addition, the plaintiff has failed to disclose whether it or its principals have sufficient assets in this jurisdiction to recover any reasonable award of damages if called upon to pay pursuant to its undertaking given under r. 40.03 of the *Rules of Civil Procedure*.

[66] For these reasons, the request for an order freezing the defendants' assets and related relief is denied.

Was this Motion Frivolous and Vexatious?

[67] The defendants argued that this motion for injunctive relief was "frivolous", "vexatious" and "abusive". I agree.

[68] The motion lacked legal merit, was instituted without any reasonable grounds, and is inconsistent with the objectives of the civil justice system. It would be manifestly unfair to the defendants, especially Ishmeet, to order any of the disputed relief. It would bring the administration of justice into disrepute if it were granted.

[69] Additionally, injunctive relief is exceptional and ought not to be tantamount to the relief being sought in the main action of a proceeding.

[70] The plaintiff's expectation of obtaining the relief sought on this motion was entirely unreasonable. The plaintiff sought the same relief that it might be entitled to if successful at trial, including an order for examination in aid of execution. Yet the monetary relief it was seeking could not, on this evidence, even be quantified. The requested productions were premature. The plaintiff also failed to amend its motion given that certain relief was clearly unnecessary when the business is no longer operating. It sought relief against an individual, Ishmeet, who is not a party to the agreement and against whom the pleadings reveal no basis for personal liability.

[71] The plaintiff expressly stated that it sought interlocutory relief on this motion because it fears that the anticipated damage award against the defendants at trial will exceed their financial means. In other words, the plaintiff seeks execution before judgment. The plaintiff is not entitled to execution before judgment. See: *Aetna Financial Services v. Feigelman*, [1985] 1 S.C.R. 2, at pp. 10-11; *Falcon Motor Xpress Ltd. v. Grewal et al.*, 2019 ONSC 1529, at paras. 29-30.

[72] In all the circumstances, I agree that the motion was frivolous and vexatious. While the defendant argued this point in respect of whether there is a serious issue to be tried, I note that the question at that step of the test for an injunction relates to the action, not the motion. The motion was frivolous and vexatious, and a potential abuse of the court's process. The action does not appear frivolous or vexatious but raises serious issues to be tried for both parties. As a result, I am of the view that the frivolous and vexatious nature of this motion is a factor to be properly considered in assessing costs of the motion.

CONCLUSION:

[73] The plaintiff's motion is dismissed.

FURTHER DIRECTIONS:

[74] The defendants sought a timetable of their motion for security for costs, as well as a timetable in respect of productions. This matter shall be added to the triage court in Brampton. If they have not already done so, the parties are directed to attend at triage court with their proposed timetables for approval by the triage court judge.

[75] The plaintiff seeks leave to further amend its pleadings to add the relief sought on this motion. Leave to make this amendment is granted. Any further amendments to the pleadings require leave of this court. The amended statement of claim shall be served by the plaintiff no later than February 27, 2026. Any further motions for leave to amend its pleadings must be properly brought on notice and shall be raised with the triage court judge.

[76] The defendants seek leave to further amend their statement of defence and counterclaim to plead additional defences and advance additional claims against the plaintiff and its principal, Zorawar. Leave is granted. The amended statement of defence and counterclaim shall be served and filed no later than March 13, 2026.

COSTS:

[77] The parties are encouraged to agree upon appropriate costs for these motions. If the parties are not able to agree on costs, they may make brief written submissions to me (maximum two pages double-spaced, plus a bill of costs). The defendants may have until February 27, 2026 to provide their submissions, with a copy to the plaintiff; the plaintiff shall have until March 13, 2026 to respond.

[78] If no submissions are received within this timeframe, the parties will be deemed to have settled the issue of costs as between themselves.

[79] If I have not received response submissions within the specified timelines after the defendants' initial submission, I will consider that the parties do not wish to make any further submissions and I will decide based on the material that I have received.

Chozik J.

Released: February 11, 2026