

SUPERIOR COURT

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

No: 500-17-137522-267

DATE: April 10, 2026

PRESIDING THE HONOURABLE THOMAS M. DAVIS, J.S.C.

PIPE & PILING SUPPLIES LTD
Plaintiff

v.

ANSHU BHATIA
and
INDER BHATIA
Defendants

JUDGMENT

OVERVIEW

[1] Defendants Anshu and Inder Bhatia were long-time employees of Plaintiff, Pipe & Piling Supplies Ltd (**PPSL**). Their employment was terminated on March 3, 2026, following a brief investigation that led PPSL to believe that they were setting up a steel mill in the state of New York that would be in competition with PPSL.

[2] On or about March 5, 2026, PPSL instituted injunctive proceedings against Anshu and Inder.

[3] The parties were heard at the provisional stage on March 10 and 12 by Justice Bundaru who rendered judgment on March 17, 2026. In a well-reasoned judgment, he issued several orders. It is instructive to produce them here:

[73] **PRAYS ACT** of Anshu Bhatia's and Inder Bhatia's undertaking that, until judgment is rendered on the interlocutory injunction application, they shall not use for their personal benefit and for the benefit of Mahat Steel Pipe Inc. (formerly Jaguar Tubulars Inc.), nor disclose to any other person or entity, any documents that may be in their possession as a result of their employment relationship with PPSL, that contain information which is not in the public domain about or belonging to PPSL, in particular in connection with its business, products, pricing, costing, manufacturing process, margins, budgets, reports, contracts or private correspondence or exchanges belonging to or contemplating PPSL and/or the Dym Group of Companies listed in Exhibit P-2.

[74] **PRAYS ACT** of Anshu Bhatia's and Inder Bhatia's undertaking to complete the process described in paragraphs 107 and 108 of Anshu Bhatia's sworn declaration dated March 9, 2026, in regards to the PPSL mobile devices which they were using while employed by PPSL, by no later than March 20th, 2026, or any other date agreed upon by counsel of the parties, acting reasonably.

[75] **PRAYS ACT** of Anshu Bhatia's and Inder Bhatia's undertaking to mandate an information technology expert of their choice, approved by counsel for PPSL, to take all reasonable measures to retrieve and preserve, on their behalf, the existing contents up to March 3, 2026 of the emails accounts that were used for the purposes of Mahat Steel Pipe Inc.'s business, including the following email accounts: anshu@jaguartubulars.com anshu@mahatsteel.com; inder@jaguartubulars.com; kumar@jaguartubulars.com; [...]@gmail.com; and [...]@gmail.com.

[76] **ORDERS** Anshu Bhatia and Inder Bhatia to cease and refrain from soliciting employees of PPSL, as well as the employees of the Dym Group of Companies listed in Exhibit P-2, with a view to enticing or persuading them to resign or alter their relationship with their employer, for a period of 10 days from the present judgment.¹

[4] PPSL returned to court on March 30, 2026, seeking a further safeguard order for a period of 45 days. It argued that, since the Bundaru judgment, it had uncovered new facts that make the requested order urgent and necessary.

[5] The substantive conclusions that the Court must consider are the following:

¹ 2026 QCCS 890.

B. ORDER the Defendants Inder Bhatia and Anshu Bhatia to immediately cease and desist from taking any further involvement, actions, communications or steps, either directly or indirectly, in connection to the business or operations of Mahat Steel Pipe Inc. (formerly Jaguar Tubulars Inc.) and/or in regards to the building of steel mill on behalf of Mahat Steel Pipe Inc. in Dearborn, Michigan and Livingston, New York;

C. ORDER Defendants Inder Bhatia and Anshu Bhatia to cease and refrain from, either directly or indirectly, being employed by and/or rendering services to any company or entity involved in the manufacture, sale and/or distribution of steel pipe and piling anywhere in Canada and the United States of America;

1. THE PARTIES

[6] PPSL describes itself as follows:

PPSL is a well-established Québec-based company operating, together with related entities in Canada and the United States, in the manufacture, distribution and sale of steel pipes and piling. A significant portion of PPSL's operations, particularly in the United States, involves spiral-welded steel products supplied to major infrastructure and construction projects. PPSL's business is closely integrated across its Canadian and U.S. operations and relies heavily on senior management for strategic planning, procurement, pricing and business development;²

[7] PPSL alleges that Inder had been employed by PPSL for over four decades and exercised near-complete control over its operational and financial affairs, as would a president. It adds that Anshu was employed for approximately twenty-seven (27) years and was responsible for business development, sales and strategic sourcing, particularly in the United States of America (**U.S.**) market, as would a vice-president of sales and operations. Finally, PPSL alleges that both Anshu and Inder had unfettered access to PPSL's confidential, strategic and commercial information.³

2. CONTEXT

[8] There is a disagreement between the parties over the scope of PPSL's U.S. operations. One thing that they agree on is that PPSL has no manufacturing capacity in the United States.

[9] In 2018, through Inder and Anshu, PPSL explored the possibility of expanding its U.S. operations by acquiring and operating a steel pipe mill, using electric resistance welding (**ERW**) technology. The project was actively studied with their involvement.

² Application for the Issuance of a Safeguard Order, par. 7.

³ Ibid. par. 8.

Ultimately, due to several considerations, PPSL did not proceed with a U.S. mill project, either in 2018 or afterwards.

[10] This did not deter Anshu, who himself continued to explore U.S. business opportunities using ERW technology. In 2019 he incorporated Jaguar Tubulars Inc. (“**Jaguar**”) in Delaware.

[11] In July 2022, Jaguar purchased a 10-year-old ERW mill for \$10,896,300 USD, with the goal of producing pipes meeting American Petroleum Institute (**API**) standards. During a three-year period, the purchased equipment was renovated in Korea and, in fact, to this day, has not been used in active production. Jaguar’s idea was to sell product from the mill to be built to the U.S. oil industry. Anshu states that PPSL does not produce pipes that meet the API standards of that industry.

[12] What is more, to date, construction has not yet begun on a facility that might house the purchased ERW mill equipment. Anshu estimates that it would take 18 to 24 months, from the start of construction, to build an operational facility.

[13] In the summer of 2025, Anshu, having changed the name of Jaguar to Mahat Steel (**Mahat**), purchased a used spiral weld mill in Dearborn Michigan (**the Detroit mill**). Spiral weld is indeed a technology used by PPSL in its Canadian manufacturing operations. However, in his solemn declaration of March 9, 2026, Anshu stated that he did not believe that Mahat would ultimately be competitive with PPSL, as the goal of the Detroit mill, once it is operational, will be to produce steel “Melted and Moulded”⁴ (**M and M steel**) for sale to U.S. government projects. PPSL does not sell any manufactured product into this market, as it does not manufacture in the United States. The product that it might sell into this market needs to be acquired from third parties for resale.

[14] What is more, in his solemn declaration of March 9, 2026 Anshu stated that the Detroit mill would not be able to manufacture for at least eight weeks.

3. THE BUNDARU JUDGMENT

[15] The Court has set out the conclusions above. Some of Justice Bundaru’s reasoning is also relevant to the issues raised by this new demand:

[32] En l’essence, elle plaide que les défendeurs, pendant qu’ils occupaient des postes haut placés et de grande confiance qui leur conféraient un contrôle et une connaissance quasi absolus des affaires de PPSL et du groupe Dym ont contrevenu à leur devoir de loyauté contractuel en planifiant en secret, pendant plusieurs années, le lancement de leur propre compagnie destinée à concurrencer leur employeur dans le même domaine. Selon PPSL, toute activité concurrentielle post-congédiement qui constitue le prolongement de cette planification effectuée

⁴ Steel that is moulded and melted in the United States of America.

pendant que les défendeurs étaient toujours à son emploi constitue de la concurrence déloyale interdite.

[33] Je suis d'avis que les allégations de PPSL permettent de satisfaire le critère peu exigeant de l'apparence de droit à l'égard des ordonnances de non-concurrence et de non-sollicitation d'employés qui sont recherchées contre les défendeurs.

[34] Aucun des arguments soulevés par les défendeurs ne parvient, à ce stade, à faire échec au constat que le recours de PPSL soulève des questions sérieuses.

[...]

[47] À ce stade, ces prétentions ne permettent pas d'écarter la possibilité que les tuyaux et les pieux qui seront éventuellement fabriqués par Mahat Steel entrent en concurrence avec les activités de PPSL et du groupe Dym. D'une part, le fait que le laminoir ERW ait la possibilité de fabriquer des produits certifiés « API » ne signifie pas qu'il ne puisse par ailleurs servir à fabriquer des produits non certifiés qui entrent en concurrence avec ceux de PPSL et du groupe Dym. D'autre part, Anshu lui-même reconnaît que les produits « Melted & Made in USA » qui seront fabriqués par le « petit » laminoir entreront en concurrence, dans une certaine mesure, avec les produits que PPSL et le groupe Dym distribuent, sans les fabriquer eux-mêmes en territoire américain.

[48] Il n'est pas nécessaire de pousser davantage l'analyse sur l'apparence de droit. À ce stade, il n'est pas opportun de procéder à un examen approfondi afin de déterminer, compte tenu de l'ensemble des circonstances, d'une part, le contenu obligationnel précis du devoir de loyauté qui s'imposait aux défendeurs pendant qu'ils étaient à l'emploi de PPSL et de celui qui continuera de s'imposer à eux post-congédiement et, d'autre part, s'ils y ont contrevenu ou non – et, le cas échéant, dans quelle mesure. Il est suffisant de se satisfaire que le recours de PPSL soulève des questions sérieuses à cet égard.

3. Nécessité de l'ordonnance pour empêcher un préjudice sérieux ou irréparable

[49] Il m'apparaît nécessaire d'émettre une ordonnance interdisant aux défendeurs de solliciter les employés de PPSL et du groupe Dym afin d'empêcher qu'un préjudice sérieux ou irréparable ne soit causé à PPSL à brève échéance.

[50] À mon avis, les agissements d'Anshu alors qu'il était encore à l'emploi de PPSL donnent naissance à une crainte raisonnable que les défendeurs ne sollicitent des employés de PPSL ou du groupe Dym à présent qu'ils ont été congédiés.

[...]

[56] Quant aux ordonnances recherchées par PPSL visant à interdire aux défendeurs de la concurrencer en étant impliqués dans Mahat Steel ainsi que, plus généralement, dans le domaine de la fabrication, la distribution ou la vente de tuyaux et de pieux d'acier au Canada et aux États-Unis, je suis d'avis que PPSL ne parvient pas à démontrer que celles-ci sont nécessaires pour empêcher qu'un préjudice sérieux ou irréparable ne lui soit causé à brève échéance, pas davantage que les ordonnances interdisant aux défendeurs de solliciter les clients de PPSL et du groupe Dym.

[57] D'une part, PPSL n'allègue aucun fait concret pour justifier les ordonnances à portée générale d'interdiction de concurrence et d'interdiction de sollicitation de clientèle qu'elle recherche. Le recours qu'elle met de l'avant repose plutôt sur l'allégation spécifique que les défendeurs lui feront éventuellement concurrence par le truchement de Mahat Steel.

[58] D'autre part, le dossier, tel qu'il est actuellement constitué, révèle que pour être en mesure de s'adonner à de la concurrence, Mahat Steel a besoin de ses propres laminoirs pour fabriquer des tuyaux et des pieux en acier. Or, actuellement elle ne dispose d'aucun laminoir opérationnel.

[...]

[60] Quant au « petit » laminoir, la déclaration assermentée de Anshu fait état des étapes qui ont été accomplies depuis l'automne 2025 afin l'installer et allègue que « *it is not functional at this time, and its operation to produce and sell products could only begin in, at best, two (2) months* ».

[61] À la lumière de ce qui précède, à ce stade, rien n'indique que les défendeurs disposeront d'un laminoir opérationnel à brève échéance – à tout le moins, certainement pas dans les dix prochains jours.

[62] Jusqu'à ce qu'ils disposent d'un laminoir opérationnel, les défendeurs ne seront pas en mesure de fabriquer des produits – et, éventuellement, les distribuer et les vendre – en faisant concurrence à PPSL.

[63] Dans l'intervalle, PPSL ne subira donc aucun préjudice sérieux ou irréparable en l'absence d'une ordonnance interdisant aux défendeurs d'être impliqués dans Mahat Steel. Rappelons que les défendeurs se sont engagés à ne pas utiliser ou divulguer des informations confidentielles appartenant à PPSL ou au groupe Dym. Ils se verront par ailleurs interdire par le présent jugement de solliciter les employés de celles-ci.

[64] PPSL plaide que le préjudice qu'elle subira consiste en le fait de permettre aux défendeurs de continuer à préparer leur projet concurrentiel et de la placer éventuellement devant un fait accompli lorsque le premier laminoir de Mahat Steel sera opérationnel.

[65] Cet argument ne convainc pas.

[66] Le refus de prononcer une injonction provisoire interdisant aux défendeurs d'être impliqués dans Mahat Steel n'équivaut ni à une déclaration qu'ils ont le droit de continuer d'agir comme ils le font ni à une permission de ce faire. S'ils décident de continuer à préparer leur projet concurrentiel, ils devront en assumer les conséquences, le cas échéant.

[67] En effet, à moins d'une entente entre les parties, la Cour sera appelée à se pencher de nouveau sur la situation, à un stade ultérieur (par exemple, au stade d'une demande de sauvegarde ou au stade d'une injonction interlocutoire) sur la base d'une preuve plus complète (par exemple, des transcriptions d'interrogatoires hors Cour ou encore le résultat de l'analyse du contenu des appareils mobiles des défendeurs). À ce moment-là, si la Cour est d'avis que, compte tenu de l'intensité du devoir de loyauté applicable aux défendeurs et de leurs agissements, le fait d'avoir continué à préparer leur projet concurrentiel après leur congédiement contrevenait à leur devoir de loyauté post-contractuel, il lui sera toujours loisible d'émettre une ordonnance leur interdisant d'être impliqués dans Mahat Steel et, plus généralement, de concurrencer PPSL et le groupe Dym. Le délai qui se sera écoulé jusque-là ne sera pas préjudiciable à ces dernières. En effet, la Cour d'appel enseigne que le délai raisonnable pendant lequel subsiste le devoir de loyauté post-contractuel « ne peut commencer à courir qu'à compter du moment où [les ex-employés] respectent leurs obligations au sens de 2088 C.c.Q. ». Bref, les défendeurs courent le risque d'investir temps et argent dans un projet qui pourrait se voir retardé, voire interdit, par la Cour lorsqu'il deviendra opérationnel.

(The Court's underlining) (References omitted)

4. THE ALLEGED NEW FACTS

[16] Having learned about the Detroit mill through Anshu's March 9 solemn declaration, PPSL decided to investigate what was going on at the Detroit mill. What did their investigators find?

[17] Two welders are affiliated with the mill. A systems engineer started with Mahat in December 2025 and is actively recruiting other engineers. Two other Indian nationals have also been hired to work at the mill. Apparently, Mahat would have begun the recruitment process in 2024, when Anshu was still employed by PPSL. In addition, the name of a PPSL employee would have been used on the immigration applications to facilitate them.

[18] Surveillance was carried out for four days, from March 23 until March 26. Ashnu and Inder were there all four days, seemingly meeting with the engineers. At least one of the welders was there over the four-day period. On March 26, a vehicle, registered to one Harold George Cloetens, was seen at the mill. Cloetens' LinkedIn profile describes him as an "independent wholesale professional" and his "interests" on the profile list many steel companies allegedly known to PPSL. Cloetens is said to be the CEO of Brookfield Steel LLC.

5. THE BHATIAS' RESPONSE

[19] On March 26, 2026, Ashnu signed a new solemn declaration explaining the Detroit mill. Here are some of the more relevant allegations:

8. As concerns the Small Mill (the term “small” refers to the mill, not the building in Detroit, MI), which is not yet operational, it aims to produce M&M USA Steel mainly intended for federally-funded projects, which represents an insignificant portion of PPSL’s operations in the USA, merely as a middleman for the resale of US-made products; as such, I believed and maintain that this venture would not disturb PPSL operations nor curtail its US sales (see Initial SS, par. 59 and 81).

9. (d) By contrast, Mahat’s Small Mill venture will eventually only manufacture inhouse a single product, namely spiral welded steel pipe, with an expected capacity of only 10,000 tons per year (10 times less than PPSL);

(e) Moreover, it is intended that the Small Mill’s single product of M&M USA Steel will be mainly sold to federally funded projects in the USA that are subject to “Buy America” rules;

(f) The Small Mill’s production, for this single product, will be for a smaller range of pipe sizes from 8” to 24” outside diameter, and without any complementary offering to distribute other third-party products with a broader range of pipe sizes (as PPSL does).

6. ANALYSIS

[20] For the reasons that follow, the Court concludes that it would not be appropriate to issue the requested safeguard order.

6.1 PPSL’s Right to the Requested Relief

[21] Justice Bundaru’s analysis of the four criteria for the issuance of a safeguard order follows the method set out by the Court of Appeal in *FLS Transportation Services Limited c. Fuze Logistics Services Inc.*⁵ and there is no need to reconsider it here.

[22] However, one retains from his judgment that the serious question he found to be present was more particularly in relation to possible disloyal competition through the Bhatia’s solicitation of PPSL’s employees.

[23] What about their right to continue to earn their living following their terminations? Given the absence of any restrictive covenant, does PPSL have an apparent right to prevent them from any further involvement in the operations of Mahat?

⁵ 2020 QCCA 1637.

[24] The Court concludes that the right is far from apparent. This said, it does not take the words of Justice Bundaru lightly, particularly when he refers to a “projet concurrentiel.”

[25] On the other hand, he did not grant the following conclusions, seeking to limit Defendants’ activity at the Detroit mill:

B. ORDER the Defendants Inder Bhatia and Anshu Bhatia to immediately cease and desist from taking any further involvement, actions, communications or steps, either directly or indirectly, in connection to the business or operations of Mahat Steel Pipe Inc. (formerly Jaguar Tubulars Inc.) and/or in regards to the building of steel mill on behalf of Mahat Steel Pipe Inc. in Livingston, New York;

C. ORDER Defendants Inder Bhatia and Anshu Bhatia to cease and refrain from, either directly or indirectly, being employed by and/or rendering services to any company or entity involved in the manufacture, sale and/or distribution of steel pipe and piling anywhere in Canada and the United States of America;

[26] Furthermore, he clearly left open the question of the scope or degree of intensity of the Bhatias’ duty of loyalty. What is it at this juncture, as the Court is struck by the broad nature of the requested orders, particularly given that there are no restrictive covenants?

[27] The judgment of the Court of Appeal in *Sahlaoui c. 2330-2029 Québec inc. (Médicus)* discusses an employee’s duty of loyalty both during employment and post termination:

[29] En l’absence de stipulations particulières à ce sujet dans le contrat de travail et, notamment, en l’absence d’une clause de non-concurrence (art. 2089 et 2095 C.c.Q.), la loyauté contractuelle ou postcontractuelle du salarié envers l’employeur est régie par l’art. 2088 C.c.Q.⁶

[28] As to an employee’s obligations during employment, the Court states:

[31] Le salarié, pendant la durée de son contrat de travail, ne doit donc pas délibérément nuire aux intérêts légitimes de l’employeur, par exemple en s’appropriant des biens ou des occasions d’affaires, en détournant des clients vers des concurrents (incluant son futur employeur), en se plaçant en conflit d’intérêts, en mobilisant indûment ses collègues de travail contre l’employeur, etc.

[...]

[32] Ce devoir de loyauté contractuelle empêche-t-il cependant le salarié qui souhaite quitter son emploi de préparer son départ tout en demeurant en poste?

[33] À mon avis, de tels préparatifs ne dénotent pas, *en eux-mêmes*, un manque de loyauté. Tout comme l’employeur, le salarié, dans le cadre d’un contrat à durée indéterminée, jouit en effet de la faculté unilatérale de résilier le contrat de travail,

⁶ 2021 QCCA 1310.

sa seule obligation étant d'en donner un préavis raisonnable (art. 2091 C.c.Q.). Dans le cas du salarié, cette faculté de résiliation est le nécessaire corollaire de la liberté de travail qui est sienne et qui est l'un des piliers du droit du travail. C'est là, en quelque sorte, le revers de la subordination du salarié, qui, certes, travaille pour et au profit d'un employeur, mais doit être libre de quitter celui-ci. Le salarié peut sans doute limiter lui-même cette liberté en concluant un contrat à durée déterminée, mais pour une période qui soit conforme aux exigences de l'ordre public et ne constitue pas une servitude implicite, ce qui ne l'empêche par ailleurs pas de mettre fin prématurément à son emploi, sous réserve de sa responsabilité civile, si ce départ anticipé cause préjudice à l'employeur et n'est pas justifié par un motif sérieux au sens de l'art 2094 C.c.Q.⁷

(References omitted)

[29] Anshu acknowledges some perhaps questionable conduct in his use of the names of a PPSL employee in the past, for the purposes of the business that he was setting up, but it does not appear at this juncture that this was done to deliberately harm PPSL.

[30] The only issue that merits pause at this juncture is whether, during his employment, Anshu appropriated the U.S. opportunities in New York and Detroit for himself, to the detriment of PPSI. As the evidence currently stands, this does not appear to be the case, but more robust evidence might eventually demonstrate the contrary.

[31] This said, the real issue for the Court is the scope of the Bhatias' post contractual obligations and, in this regard, the words of the Court of Appeal in *Gutin c. Cenfood International Inc.*, are most useful:

[42] It must be noted that art. 2088 does not impose upon the employee the equivalent of a non-competition clause and that the obligations of loyalty and confidentiality only "continue for a reasonable time" after the termination of the contract. The duration of this "reasonable time" may not exceed a few months (seldom more than three or four), to be determined on a case-by-case basis. In this instance, the trial judge considered that a six-month period was reasonable. In view of the case law, this appears to be at the upper limit of the acceptable range, but was warranted by the circumstances. In any event, the appellant did not challenge, as such, the judge's determination in that respect.⁸

(Reference omitted)

[32] Based on the evidence, it seems likely that at least three months will have passed following the termination of the Bhatias' employment before the Detroit mill will be in production.

⁷ *Ibid.*

⁸ 2018 QCCA 317; see also *Robotshop inc. c. Lang*, 2022 QCCS 747, par. 98 and *Concentrés scientifiques Bélisle inc. v. Lyrco Nutrition inc.* 2007 QCCA 676, par. 42.

[33] The Court adds that the limitation on the duration of a restriction under article 2088 C.C.Q. is not the only factor to consider. It is trite law that a restrictive covenant must also be limited as to its geographical scope. Hence, so must the statutory restriction of article 2088 C.C.Q.

[34] While the evidence later in the proceedings might well demonstrate that a restriction as broad as preventing the Bhatias from being associated with a mill in Detroit is justified, that evidence is not currently in the record. The Court does not know where PPSL sells its products in the United States. There are two PPSL entities incorporated in Delaware, but PPSL's Application does not indicate what they do.

[35] In addition, PPSL has not established that it carries on important business in the resale of M and M steel products. It does not manufacture any.

[36] Yet, it argues that the Detroit mill will manufacture spiral welded steel and seems to conclude that it will necessarily be competitive; this absent any evidence that the Bhatias have appropriated client lists or are actively soliciting PPSL clients. This argument seems to run contrary to the following words of the Court of Appeal in *Concentrés scientifiques Bélisle inc. v. Lyrco Nutrition inc.*:

- En l'absence d'une clause de non-concurrence, l'ex-salarié peut en principe concurrencer son ex-employeur (soit en trouvant un nouvel emploi chez un concurrent, soit en fondant sa propre entreprise concurrente, soit en investissant dans une entreprise concurrente, etc.). Il peut même se livrer à une concurrence vigoureuse, à condition toutefois que cette concurrence demeure loyale et respecte le principe de bonne foi.⁹

[37] What is more, despite its affirmation to the contrary, with respect, PPSL has not offered up any evidence that was not already before Justice Bundaru. The comings and goings of some welders and engineers do not demonstrate that the Detroit mill will soon be in production.

[38] On the other hand, Anshu has offered new evidence, not before Justice Bundaru, which PPSL chose not to contradict. The essence of this evidence is that the product that the Detroit mill will eventually manufacture will not be competitive with PPSL's products, other than perhaps for a small part of PPSL's resale market. There is, of course, nothing to prevent PPSL from contracting to sell the product that Mahat Steel will eventually produce.

[39] Finally, what is the status quo that the Court must be mindful to preserve during the course of the proceedings? The Bhatias have agreed to a renewal of the orders rendered by Justice Bundaru until judgment on the interlocutory injunction. The "new" evidence offered does not convince the Court that the Detroit mill is much further advanced than it was when the parties were before Justice Bundaru. Lastly, the Bhatias

⁹ *Concentrés scientifiques Bélisle inc. v. Lyrco Nutrition inc.*, supra note 7, par. 42.

have the right to earn their livings as long as they do so loyally, which appears to be the case at this time.

[40] In summary, the right of PPSL to the requested orders appears to be very doubtful at this time.

6.2 The Balance of Convenience

[41] The balance of convenience clearly favours the Bhatias being permitted to develop the Detroit mill. There is no cogent evidence that they are (or were) engaged in disloyal conduct, such as using information obtained during their employment to solicit PPSL's clients. They have agreed not to solicit any employees. Absent disloyal conduct, they have the right to compete and earn their livings.

6.3 Irreparable Harm

[42] Again here, the Court considers that PPSL has not shown that it will suffer irreparable harm if the requested order is not issued. If on the merits it shows that Mahat has disloyally solicited its clients during the Bhatias' employment or afterwards, and that it has lost sales as a result, PPSL will be able to claim damages from the Bhatias.

6.4 Urgency

[43] The evidence is to the effect that the Detroit mill will not be in production for at least five to six more weeks and there is a dearth of evidence on whether that time, probably more, the production of the mill will be sold to current PPSL clients. The contrary seems to be the case. PPSL asks for an order to be in effect for 45 days. In the Court's estimation, there is no urgency for it to use its discretion to issue the requested order.

FOR THESE REASONS, THE COURT:

[44] **DIMISSES** Plaintiff's Application for a Safeguard Order;

[45] **WITH JUDICIAL COSTS.**

THOMAS M. DAVIS, J.S.C.

Mtre Lawrence Witt
and
Mtre Sophie Ouabdi Garcia
MILLER THOMSON

500-17-137522-267

PAGE : 13

Attorneys for Plaintiff

Mtre David Jean Joanisse
Mtre Alberto Martinez
LCM AVOCATS INC.
Attorney for Defendants

Hearing dates: March 30 and 31 2026.