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	February 13, 2026 13 février 2026		
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Court File No.:

FEDERAL COURT
ADMIRALTY ACTION *IN PERSONAM AND IN REM*

BETWEEN:

MULTIFORM SHIPPING INC.

Plaintiff

and

GOYAL IMPEX INC.,

**AND THE OWNERS AND ALL OTHERS INTERESTED
IN THE CARGOES EX THE CONTAINERS NUMBERED BMOU9013947,
HLBU1863994, HAMU2519216, MSDU6145090 and FSCU8117820**

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANT:

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or a solicitor acting for you are required to prepare a statement of defence in Form 171B prescribed by the *Federal Courts Rules*, serve it on the plaintiff's solicitor or, if the plaintiff does not have a solicitor, serve it on the plaintiff, and file it, with proof of service, at a local office of this Court

WITHIN 30 DAYS after the day on which this statement of claim is served on you, if you are served in Canada or the United States; or

WITHIN 60 DAYS after the day on which this statement of claim is served on you, if you are served outside Canada and the United States.

TEN ADDITIONAL DAYS are provided for the filing and service of the statement of defence if you or a solicitor acting for you serves and files a notice of intention to respond in Form 204.1 prescribed by the *Federal Courts Rules*.

Copies of the *Federal Courts Rules*, information concerning the local offices of the Court and other necessary information may be obtained on request to the Administrator of this Court at Ottawa (telephone 613-992-4238) or at any local office.

IF YOU FAIL TO DEFEND THIS PROCEEDING, judgment may be given against you in your absence and without further notice to you.

Date: February 13, 2026

Issued on: February 13, 2026

Issued by: Scinthura Seeraladevan (Registry Officer)

Address of Local Office: Toronto Local Office / Bureau local de Toronto 180 Queen St. W., Suite 200 / 180, rue Queen O., Bureau 200 Toronto, Ontario M5V 3L6

(Registry Officer)

Address of local office:
180 Queen Street West
Suite 200
Toronto, Ontario
M5V 3L6

TO: **GOYAL IMPEX INC.**
235 Advance Boulevard
Brampton, Ontario
L6T 4J2

AND TO: **THE OWNERS AND ALL OTHERS INTERESTED
IN THE CARGOES EX THE CONTAINERS
NUMBERED BMOU9013947,
HLBU1863994, HAMU2519216,
MSDU6145090 and FSCU8117820**

CLAIM

1. The Plaintiff claims:
 - a) Damages for unpaid invoices for freight, demurrage, detention, storage and other related costs and expenses associated with the shipment of the Defendant's cargo from the Republic of India to Canada in the amount of \$300,000;
 - b) An order requiring the Defendant Goyal Impex Inc. ("**GII**") to indemnify the Plaintiff in respect of any amounts that the Plaintiff may be found liable for or owing to, or may pay to Hapag-Lloyd or any other shipping line in respect of the cargo shipments consigned to the Defendant and handled by the Plaintiff;
 - c) An order for sale of the *in rem* Defendants which are shipments of cargo consigned to the Defendant GII and an order applying the proceeds of such sale, net of all expenses, towards the Plaintiff's claim;
 - d) Prejudgment and Postjudgment interest on all amounts found owing to the Plaintiff at a commercial rate of interest or in the alternative, pursuant to the *Federal Courts Act*, R.S.C. 1985, c. F-7 and/or the *Interest Act*, R.S.C. 1985, c. I-15;
 - e) its costs of this action;
 - f) such further and other relief as this Honourable Court may deem just and proper.
2. The Plaintiff, Multiform Shipping Inc. ("**Plaintiff**" or "**MSI**") is a corporation incorporated pursuant to the laws of the Province of Ontario with its office and principal place of business in the Town of Ajax, Ontario. The Plaintiff is engaged in the business of freight forwarding and the arranging for and the facilitation of the international shipment of goods by ocean.
3. The Defendant Goyal Impex Inc. ("**Defendant**" or "**GII**") is a company incorporated pursuant to the laws of the Province of Ontario with its principal place of business in the City of

Brampton, Ontario. GII is engaged in the business of the importation of packaged foods and other foodstuffs from international locations including from the Republic of India. At all material times, GII was the consignee and the party at interest of numerous cargo shipments which form the subject matter of this action and the unpaid accounts as set out herein. Without limiting the generality of the foregoing, GII was also the owner, consignee or party with an ownership interest in the *in rem* Defendants.

4. The *in rem* Defendants are cargoes of various foodstuffs which were consigned to the Defendant GII. The cargo was shipped by ocean from India to Canada. The cargo was shipped via ocean container and is generally described as follows:

Container No.	Bill of Lading No.	Shipper	Consignee	Cargo Description
BMOU9013947	MSA-LDH-0666	SSS Overseas	Goyal Impex Inc.	2453 packages of momos and other foodstuffs
HLBU1863994	MSA-LDH-0674	Raaka Techpro Private Limited	Goyal Impex Inc.	3057 packages of pickles and other foodstuffs
HAMU2519216	MSA-LDH-0672	Raaka Techpro Private Limited	Goyal Impex Inc.	2777 packages of cookies and other foodstuffs
MSDU6145090	MSA-LDH-0691	BH Overseas	Goyal Impex Inc.	4151 packages of nuts, crackers and other foodstuffs
FSCU8117820	MSA-LDH-0691	BH Overseas	Goyal Impex Inc.	

5. The Plaintiff and the Defendant have had a long-standing business relationship dating back to before the year 2024. GII would purchase goods from overseas suppliers, usually in the Republic of India, and arrange to have its cargoes shipped via ocean to Canada.
6. The Plaintiff was the local Canadian freight forwarder who was appointed to facilitate the delivery of the Defendant's cargoes upon their arrival in Canada. This included dealing with

the ocean shipping lines, port and rail terminals, as well as local trucking and storage as needed to arrange completion of the ocean shipments to the Defendant's premises.

7. The Plaintiff would render its invoices to the Defendant for the services it performed including for charges the Plaintiff incurred on the Defendant's behalf relating to ocean freight as well as for demurrage, detention and similar charges incurred by, or paid by, the Plaintiff on behalf of the Defendant and the cargoes which were shipped.
8. Starting in or around February 2024, the Defendant began to neglect, fail or otherwise refuse to pay the invoices of the Plaintiff when they are rendered and became due for payment. The nonpayment of invoices by the Defendant continued through 2024 and 2025. The invoices related to multiple different cargo shipments over several months. The full particulars including the details, dates and amounts of the invoices alleged to be outstanding and owing to the Plaintiff by the Defendant will be provided at or before the trial of this action.
9. Despite numerous requests by the Plaintiff for payment of the invoices, the Defendant has failed, refused or neglected to pay the amounts due.
10. In the course of handling cargo shipments on behalf of the Defendant, the Defendant's cargoes would incur demurrage, detention and storage charges to the ocean carrier, including to Hapag Lloyd AG and/or Hapag Lloyd Canada Inc. (collectively "**Hapag-Lloyd**") in respect of the containers carried by them and for which MSI became responsible. The Plaintiff has either paid, or has or will become obligated to pay, Hapag-Lloyd for detention, demurrage and related charges in connection with cargoes consigned the Defendant. The Defendant has not paid such charges incurred by the Plaintiff on the Defendant's behalf and the Plaintiff therefore claims indemnity from the Defendant in respect of all amounts owing to Hapag-Lloyd that the plaintiff has paid or is obligated to pay to Hapag-Lloyd for the Defendant's cargo.
11. The *in rem* Defendants consist of the cargo from five containers shipped via ocean from India and delivered to Canada. Demurrage, detention and storage charges were incurred in respect of these containers which have not been paid by the Defendant, GII. The Plaintiff has become,

or will become, liable to pay the ocean carrier(s) for charges associated with the shipping of the cargo for which the Defendant is ultimately liable. The Plaintiff therefore claims that it is entitled to proceed against the cargoes *in rem* and recover amounts owing to the Plaintiff pursuant to section 22 (2)(f) and section 43(2) of the *Federal Courts Act*.

12. The Defendant has acknowledged its indebtedness to the Plaintiff. The Defendant previously provided the Plaintiff with a number of postdated cheques drawn on its bank account commencing on November 28, 2025 and running through May 22, 2026. The postdated cheques were provided by the Defendant to the Plaintiff for the purposes of paying down its outstanding accounts with the Plaintiff. When the Plaintiff attempted to deposit the cheques, the cheques were not honoured by the Defendant's bank due to either insufficient funds or a stop payment order by the Defendant on the cheques given to the Plaintiff.
13. The Plaintiff claims that the provision of the cheques by the Defendant constitute an acknowledgement of the indebtedness under the aforementioned invoices for which they were provided.
14. Additionally, the provision of the cheques, and their failure to be honoured by the Defendant's bank, constitute a new and separate debt obligation distinct from the underlying obligations for which the cheques were provided. The Plaintiff claims that the amount owing in connection with the postdated cheques which have been dishonoured, including those which have not yet been presented for payment, amount to \$101,525.00, which the Plaintiff claims from the Defendant.
15. As of the date of pleading and issuance of the Statement of Claim, the amounts owing from the Defendant to the Plaintiff include:
 - a) The sum of \$196,929.99 in the currency of the United States of America (or its equivalent as converted to the Canadian dollar);
 - b) The sum of \$24,149.44;

- c) Additional storage charges incurred in respect of the in rem Defendant cargo stored at the Plaintiff's warehouse in the amount of \$19,715.69;
- d) A further not yet known amount to which the Plaintiff may become liable to Hapag-Lloyd, which the Plaintiff claims indemnity, the full particulars of which will be provided for at or before the trial of this action.

The Plaintiff proposes that this action be tried at Toronto, Ontario.

February 13, 2026

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