

CITATION: Revura v. V2 Niagara Inc., 2026 ONSC 2491
COURT FILE NO.: CV-22-00060886-0000
DATE: 2026-04-28

SUPERIOR COURT OF JUSTICE - ONTARIO

RE: Valeriy Revura, Plaintiff

AND:

V2 Niagara Inc., Vladimir Meshkov, Alexey Vladimirovich Gloukhov aka Alexey Glukhov and Terminal Ltd., Defendants

BEFORE: The Honourable Mr. Justice Robert B. Reid

COUNSEL: P. Bakos, Counsel, for the Plaintiff

M. Seers, Counsel, for the Defendants V2 Niagara Inc., Alexey Vladimirovich Gloukhov aka Alexey Glukhov and Terminal LLC

HEARD: April 16, 2026

DECISION ON MOTIONS

Introduction:

- [1] The plaintiff Valeriy Revura (“Revura”) brought a motion seeking various forms of procedural relief, some of which were resolved before the hearing. The remaining issues relate to directions for the examination for discovery of the defendants and as to proposed amendments to the statement of claim.
- [2] The defendants other than Vladimir Meshkov (“Meshkov”), who has not been served, brought a cross-motion seeking the imposition of a discovery plan including the date for examination for discovery of the plaintiff and as to terms of the examination for discovery of the defendants.

Background:

- [3] The litigation involves a dispute about the acquisition, financing, ownership and potential sale of real property located in Niagara Falls, Ontario.
- [4] The defendant V2 Niagara Inc. (“V2”) was incorporated to acquire the property, and the plaintiff and Meshkov were shareholders in V2. A loan to facilitate the purchase of the property was advanced by the defendant Terminal Ltd. (“Terminal”) pursuant to a Contract of Conditional Loan (“CSL”). Terminal was controlled by the defendant Alexey Vladimirovich Gloukhov aka Alexey Glukhov (“Glukhov”). The shares in V2 were transferred to Glukhov as security for the loan.

- [5] The property was purchased by V2 with financing from Terminal in or about 2012.
- [6] In March 2022, Revura came to understand that the property was to be sold and that he would receive no proceeds of sale.
- [7] In the statement of claim issued July 22, 2022, Revura alleges that he has been defrauded of the value of his interest in the property including funds generated from it since purchase. He seeks rescission of the CSL and damages for fraud, fraudulent misrepresentation, conspiracy, misappropriation, breach of contract, breach of confidence, breach of trust, deceit, breach of the duty of good faith, conversion, inducing breach of contract, and intentional interference with economic relations.

Discovery Plan:

- [8] The delivery of sworn affidavits of documents and the exchange of Schedule A documents by the parties was delayed but has now been completed.
- [9] The parties do not agree on the order for examination for discovery or on whether Glukhov is to be examined in Canada.

Place of Examination:

- [10] Glukhov resides in Russia, although he apparently comes to Canada from time to time. No evidence was led from him directly. A representative of Glukhov's law firm deposed that because of the ongoing war between Ukraine and Russia, it is not possible for Glukhov to travel to Canada for a discovery. Glukhov is available by videoconference. He will be testifying in Russian, and an interpreter will be translating into and from English.
- [11] Revura will speak Ukrainian in his examination for discovery, and an interpreter will provide translation into and from English.
- [12] Counsel for Revura submits that the examination for discovery of both parties should occur in Ontario. The examination by videoconference will be complicated because of the need for interpreters, and by the need for many documents to be reviewed during the event. In addition, there is a significant time difference between Ontario and Russia which will restrict the hours per day available for the examination.
- [13] Counsel for Glukhov requests that the examination of Glukhov be conducted in Russia. He concedes the time zone issue and suggests that the examination be scheduled by the half day, starting in the morning in Ontario. The challenges of proceeding with interpreters can be managed, and it would create significant inconvenience to require Glukhov's attendance in Ontario.
- [14] Subrule 34.07(1) of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194 (the "Rules") relates to examinations where the person to be examined lives outside Ontario, which is the case with Glukhov. The court has the discretion to determine the time and place, as well as whether the examination is to occur in or outside of Ontario, as well as any other matter

respecting the holding of the examination. Subrule 34.07(1) applies to examinations for discovery, as per rule 34.01.

- [15] The use of teleconferencing facilities is now ubiquitous in the courts of Ontario, even when there is no significant geographical distance between the examiner and examinee. Virtual testimony from witnesses at trial is also common. Generally, witness credibility can be assessed as readily in a virtual appearance as in person.
- [16] The plaintiff wishes the matter to proceed without further delay. Conducting the examination for discovery virtually will assist in achieving that goal.
- [17] While it is acknowledged that a proceeding with two interpreters (Russian/English and Ukrainian/English) will be somewhat cumbersome, that concern will not be significantly different whether the event takes place in one location or more than one.
- [18] The time zone issue can be accommodated, as suggested by Glukhov's counsel, by starting early in the morning in Ontario, and ending in the afternoon. Correspondingly, Glukhov will begin his attendance in Russia in the early afternoon and continue into the early evening.
- [19] The parties can arrange appropriate facilities and protocols for the conduct of the examination of Glukhov in Russia.
- [20] Counsel has advised they are available and that a Ukrainian interpreter can be present on May 27 and 28, 2026. No submissions were made about the availability of a Russian interpreter, so I presume that matter does not present a problem.
- [21] As a result, May 27 and 28, 2026 will be fixed for the discovery of Glukhov on his own behalf and on behalf of the defendants V2 and Terminal, virtually, with times to be arranged by counsel. If more time is required, counsel are directed to make arrangements for the completion of the examination forthwith.

Order of Examination:

- [22] Glukhov is the agreed representative of the defendants to be examined.
- [23] Revura wishes to examine Glukhov before submitting to his own examination for discovery, because the issue of credibility will be important and Revura wishes Glukhov to put his answers on the record before hearing the answers Revura will give in his own discovery. Revura submits that he was the first party to serve his sworn affidavit of documents, even if not the first to serve a notice of examination.
- [24] Counsel for Glukhov submits that sequencing should be as per subrule 31.04(3) of the *Rules*.
- [25] On April 7, 2026, Revura was cross-examined on his affidavit sworn December 8, 2025, filed in support of his motion. In that affidavit, Revura deposed to his relationship with Meshkov, the incorporation of V2, and the details of the CSL. He also deposed to what he characterized as the fraudulent activity of the defendants. Although most of the cross-

examination was devoted to the procedural issues and to details of the proposed amended statement of claim, Revura's position on the substantive issues in the claim was identified under oath.

- [26] In the circumstances and in an exercise of the court's discretion to control the litigation process in the interest of fairness, it is reasonable that Glukhov be examined first. There will be an order to that effect.
- [27] To minimize any further delay, and subject to agreement by counsel otherwise, the examination of Revura will be held in Ontario, whether in person or virtually, within 30 days of the completion of the examination of Glukhov.

Amendment of the Statement of Claim:

- [28] The *Rules* provide in r. 26.01 that leave to amend a pleading shall be granted on such terms as are just, unless prejudice would result that could not be compensated for by costs or an adjournment.
- [29] In *Klassen v. Beausoleil*, 2019 ONCA 407, 34 C.P.C. (8th) 180, at para. 25, the Ontario Court of Appeal confirmed that the mandatory terms of r. 26.01 require the court to allow the amendment of a pleading "unless the responding party would suffer non-compensable prejudice, the proposed pleading is scandalous, frivolous or vexatious, or the proposed pleading fails to disclose a reasonable cause of action." The court went on to identify at para. 26 that the expiry of a limitation period is one form of non-compensable prejudice. Further, at para. 28, the court added that:

An amendment does not assert a new cause of action – and therefore is not impermissibly statute-barred – if the "original pleading ... contains all the facts necessary to support the amendments ... [such that] the amendments simply claim additional forms of relief, or clarify the relief sought, based on the same facts as originally pleaded." [Citations omitted.]

- [30] Revura submits that the amendments merely articulate additional remedies, legal conclusions, or particulars arising from facts already pleaded. Glukhov objects to some of the amendments on the basis that they include a new cause of action based on facts that are not already pleaded. One particular proposed amendment is opposed since it is scandalous in nature.
- [31] The prayer for relief at paragraph 1 of the proposed amended statement of claim is as follows (with proposed amendments underlined):
- a. Rescission of the Contract of Conditional Loan, dated March 26, 2012 (as described in further detail below);
 - b. Damages in the amount of \$2,000,000.00 for fraud, fraudulent misrepresentation, conspiracy, misappropriation, breach of contract, breach of confidence, breach of trust, deceit, breach of the duty of good faith,

conversion, inducing breach of contract, and intentional interference of economic relations;

c. Alternatively, damages in the amount of \$2,000,000.00 on the basis of unjust enrichment and *quantum meruit*;

d. Additionally and alternatively, payment in the amount of \$600,000.00 for the funds spent by the Plaintiff to improve and maintain the Property;

e. Punitive, aggravated, and exemplary damages in the amount of \$250,000.00;

f. An Order granting the Plaintiff leave to obtain and register a certificate of pending litigation against the lands and premises municipally known as 5145 Centre Street, Niagara Falls, ON, L2G 3P3, and legally described in **Schedule "A"** hereto, being all of PIN 64344-0213 (LT);

g. An interim and interlocutory injunction prohibiting and restraining the Defendants from listing for sale, selling, transferring, encumbering, leasing otherwise dealing with the Property in any way, until further order of this Honourable Court, by way of a no dealings order with respect to the Property;

h. A declaration that the Plaintiff is the sole beneficial owner of the Property, directly through the transfer of title of the Property to the Plaintiff, or by an order requiring V2 to transfer to the Plaintiff 100% of the outstanding shares of V2, upon the payment to Glukhov of the amount of \$1,070,000.00, but subject to set off for the damages suffered by the Plaintiff;

i. Alternatively, a declaration that the Plaintiff is the beneficial owner of a 49% undivided interest in the Property;

j. A declaration that the Plaintiff has an equitable interest in, or lien against the Property, which stands in priority to any interest any of the Defendants may have in the Property;

k. An order directing the registrar of Land Registry Office No. 59 for the Region of Niagara South, to amend title to the Property by ~~adding~~ registering title in the Property to the Plaintiff as a registered owner of a 49 100% interest in the Property as a tenant in common;

l. An order for the immediate production by the Defendants of all documents and information related to the funds used in any way related to the Property;

m. An accounting of all monies received and disbursed by the Defendants and/or their agents, in relation to the Property;

n. A declaration that Defendants hold the monies, property, assets, or other benefits received by them, either directly or indirectly, as a result of their breaches and the misappropriation and diverting of monies, in trust for the Plaintiff;

o. A constructive and resulting trust in respect of any profits earned by the Defendants, or any monies, property, assets, or other benefits received by them, either directly or indirectly, in respect of their breaches and the misappropriation and diverting of monies;

p. An interim order that the Plaintiff shall be allowed to use the information obtained pursuant to order herein for the purpose of facilitating the tracing and preservation of the Property;

q. A preservation order with respect to all income and revenue earned by the Defendants in any way related to the Property;

r. A declaration that the Plaintiff's claim herein as against the Defendants falls within subsections 178(d) and (e) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended;

s. Prejudgment and postjudgment interest pursuant to the *Courts of Justice Act*, RSO 1990, c. C.43, as amended;

t. Costs on a substantial indemnity basis, plus applicable taxes thereon;

u. Such further and other relief as counsel may request and this Honourable Court may deem just.

[32] Following the portion of the statement of claim that sets out facts supportive of Revura's request that the CSL be rescinded or found void, he proposes to add the following:

32. The sole or partial purpose of Glukhov's desire to purchase the Property was to launder money from overseas, likely the Russian Federation, to the Province of Ontario.

[33] Revura proposes further amendments as follows:

34. Also, throughout the course of the several years after V2's purchase of the Property, the Plaintiff has expended significant amounts of funds towards improvements and maintenance related to the Property.

35. The Plaintiff had to personally borrow funds to pay for expenses related to the Property.

36. At all material times, the Plaintiff acted as an owner of the Property, in reliance of the Defendants' agreement with the Plaintiff to transfer the shares of V2 back to the Plaintiff.

[34] Under the heading "The Defendants' Breaches", the plaintiff proposes to add the following:

38. The Defendants earned revenue and income from the Property, including through the sand sculpture museum as well as the operation of a parking lot, without accounting to or paying the Plaintiff his share of the income and revenue.

39. The Plaintiff has not been repaid for the funds he expended towards the improvements and maintenance towards the Property.

[35] An initial submission by Revera was that pleadings are not closed, so that amendments can be made without leave. Meshkov has not been served, and therefore not noted in default. Rule 25.05(b) provides that pleadings are closed when every defendant who is in default in delivering a defence in the action has been noted in default.

[36] Although neither party was able to provide case law on the point, it is untenable that pleadings remain indefinitely open by virtue of a named defendant not being served and therefore not found in default, despite the action proceeding against other defendants. I conclude that leave to amend is required as between Revura and the defendants who have responded to the claim.

[37] The proposed new paragraph 32 is scandalous and that amendment is not permitted. Glukhov's purpose in purchasing the property is irrelevant and unnecessary to the potential success of Revura's claim, and the amendment only serves as an attempt to embarrass or prejudice Glukhov.

[38] The amendments in proposed paragraphs 1(p) and (q) of the statement of claim are procedural in nature and unobjectionable. Leave is granted for those amendments to be made.

[39] The amendments in proposed paragraphs 1(h) and (k) are also unobjectionable. They add a claim that Revura be entitled to 100 percent of the shares in V2, and a 100 percent ownership interest in the property, expanding the original request for a 49 percent interest. The cause of action is not different from the original pleading, and in any event the facts on which the claim is made are unchanged. Leave is granted for those amendments to be made.

[40] The amendments in proposed paragraphs 1(d), 34, 35, and 39 relate to a claim by Revura for the repayment of funds expended by him to maintain and improve the property. Likewise, proposed paragraph 36 purports to explain why Revura expended the funds, that is, because he was acting as owner of the property. The claim for repayment of funds is not supported

by any facts previously alleged in the statement of claim. Although a claim for damages based on *quantum meruit* is included in paragraph 1(c), the body of the claim makes no reference to the incurring of expenses by Revura and the lack of repayment by the defendants. As such, the amendments attempt to add new facts in support of a new debt claim, well outside the applicable limitations period. Amendments would give rise to non-compensable prejudice. Therefore, leave will not be given to amend as in the proposed amendments to paragraphs 1(d), 34, 35, 36 and 39 of the draft amended statement of claim.

Conclusion:

[41] For the foregoing reasons, there will be an order as follows:

- a. Glukhov will attend for discovery virtually on behalf of himself personally and the defendants V2 and Terminal on May 27 and 28, 2026, in Russia, and thereafter if required as soon as another date can be arranged. Details as to time, facilities and protocol are to be arranged by counsel;
- b. Revura will attend for discovery to be scheduled to occur as soon as possible after the examination of Glukhov, whether in person or virtually as counsel may agree;
- c. The statement of claim may be amended as set out in paragraphs 1(h), (k), (p) and (q) of the draft amended statement of claim. Leave to amend is not granted as to the remaining proposals in the draft amended statement of claim.

[42] As to other relief claimed, the motion by the plaintiff and the cross-motion by the defendants are dismissed.

Costs:

[43] The parties are encouraged to resolve the issue of costs of the motions between themselves. If they are unable to do so, they may submit their bills of costs and make written submissions, consisting of not more than three pages in length according to the following timetable:

- The defendants are to serve their Bill of Costs and submissions by May 11, 2026;
- The plaintiff is to serve his Bill of Costs and submissions by May 25, 2026;
- The defendants are to serve their reply submissions, if any, by June 1, 2026;
- All submissions are to be filed with the court with a copy to St.Catharines.SCJJA@ontario.ca and uploaded to Case Center by June 3, 2026.

[44] If no submissions are received by the court by June 3, 2026, or any agreed extension, the matter of costs will be deemed to have been settled.

Reid J.

Date: April 28, 2026