

COUR SUPÉRIEURE

CANADA
PROVINCE OF QUEBEC
DISTRICT DE MONTRÉAL

N° : 500-17-135303-256

DATE : September 12, 2025

BEFORE THE HONOURABLE SHAUN E. FINN, J.S.C.

INFINITYQ TECHNOLOGY INC.

Plaintiff

v.

SAAVAN PATEL

Defendant

JUDGMENT

[1] **GIVEN** the Plaintiff is a Montreal-based company operating in the field of quantum computing (“*information quantique*”);¹

[2] **GIVEN** the Defendant became the Chief Technology Officer of the Plaintiff as of June 23, 2023² and was one of its directors;³

[3] **GIVEN** the employment contract entered into by the Defendant on June 28, 2023 appends a Confidential Information and Invention Assignment Agreement, which he also signed (the **Agreement**);

¹ Exhibit P-1;

² Exhibit P-2.

³ Exhibit P-1.

[4] **GIVEN** the Agreement includes a clause that relates to the “protection of information;”

[5] **GIVEN** the Agreement states, among other things, that the Defendant agrees to:

[...] at all times during the term of the [employment] relationship and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Company to the extent necessary to perform my obligations to the Company, and not to disclose to any person, firm corporation or other entity, without written authorization from the Company in each instance, any Confidential Information that I obtain [...]⁴

[6] **GIVEN** the Agreement defines “Confidential Information” as “information and physical material not generally known or available outside the Company and information and material entrusted to the Company by third parties;”⁵

[7] **GIVEN** the Agreement states the Defendant “will deliver to the Company (and not keep in [his] possession, recreate or deliver to anyone else) any and all [Confidential Information] [...];”⁶

[8] **GIVEN** the Agreement also states that any violation by the Defendant of the Agreement “may cause the Company irreparable harm, and therefore [he] agree[s] that the Company will be entitled to seek extraordinary relief in court, including, but not limited to, temporary restraining orders, preliminary injunctions and permanent injunctions [...];”⁷

[9] **GIVEN** the Defendant is no longer an employee of the Plaintiff;

[10] **GIVEN** the Plaintiff issued a demand letter to the Plaintiff on August 7, 2025 demanding he return “all copies and/or access of InfinityQ’s IP without further delay” and demanding that he “cease and desist from continuing to seek competing offers and divulge any and all confidential information [...] (the **Demand Letter**);”⁸

[11] **GIVEN** the Demand Letter offered to pay the Defendant \$600 “for the work of transferring the information” allegedly in his possession;⁹

[12] **GIVEN** the Originating Application for a Safeguard Order, an Interlocutory and Permanent Injunction brought by the Plaintiff, an amended version of which was served on August 29, 2025 (the **Application**);

⁴ Exhibit P-2, p. 8.

⁵ *Ibid.*, p. 9.

⁶ *Ibid.*, p. 10.

⁷ *Ibid.*, p. 13.

⁸ Exhibit P-3.

⁹ *Ibid.*

[13] **GIVEN** the Application seeks an order requiring the Defendant to return certain information and physical material to the Plaintiff (the **InfinityQ IP**);

[14] **GIVEN** the Application, supported by the affidavit of John Mullen, the Plaintiff's Chief Executive Officer and representative, alleges that:

18. On June 19, 2025, a Letter of Intent ("**LOI**") was executed by several individuals and a company, who then created JFW Ventures Pte. Ltd ("**JFW**"), for the purchase of InfinityQ's intellectual property.¹⁰
19. JFW is a Singapore-based company whose main activity is the development of software and applications.
20. This offer follows serious financial difficulties experienced by InifinityQ.
21. Over the last few weeks, Patel has repeatedly been asked to provide access and/or copies of InfinityQ's IP to InifinityQ, including a hard drive he retains at his residence which contains a source code, as well as his username and password to access the Google Cloud (and dual factor identification information), to which only he has a login.
22. Patel has refused and stated that he was entitled to payment by InfinityQ for InfinityQ's IP, since he participated in its creation. Alternatively, he demanded to be given ownership and/or certain rights over InfinityQ's IP.
23. Both requests are unfounded, unacceptable, and in flagrant breach of not only the duty of loyalty owed as an employee of InifinityQ, but also Patel's contractual obligations.
24. Moreover, Patel has been independently seeking competing offers for InfinityQ's IP without authorization from anyone at InfinityQ including its Board of Directors, and, in the process, he has been disclosing confidential information belonging to InfinityQ. Not only could his actions seriously jeopardize the potential transaction with JFW but they demonstrate that Patel believes he has a right to InfinityQ's IP.

[15] **GIVEN** the affidavit and exhibits filed by the Defendant;

[16] **GIVEN** the Court does not consider the affidavit of the Defendant to be admissible into evidence as it does not conform to articles 219 or 220 of the *Courts of Justice Act*, CQLR c T-16;¹¹

[17] **GIVEN** the Court will nevertheless consider and weigh the Defendant's affidavit as it would written submissions;

¹⁰ Application, par. 20.

¹¹ *Brennan c. Place Cité des jeunes inc.*, [1990] R.D.J. 297 (C.A.); *Aminzadeh c. Mahmoudinajd*, 2022 QCCS 4474, par. 8-10.

[18] **GIVEN** the Defendant alleges that:

2. On April 14, 2025, InfinityQ stopped paying my salary. As of today, my accrued unpaid wages and vacation total \$77,589.67 (the "Backpay"). [...]
3. In May 2025, due to financial difficulties, InfinityQ dismissed its engineers and staff, leaving only the then-CEO (Aurelie Helouis) and me. Around that time, access for departing staff was revoked. I did **not** subsequently modify or restrict access.
4. To delay eviction and help preserve InfinityQ's lease for the benefit of an anticipated transaction, on June 12 [2025], I personally paid the landlord \$1,000. [...].
5. I have never claimed ownership of InfinityQ intellectual property ("IP"). All code, files and documents belong to InfinityQ. To my knowledge, all relevant IP is contained on computers and servers located at InfinityQ's offices, in InfinityQ's custody and control.
6. On June 30, 2025, John Mullen instructed me to collect all outstanding offers for the InfinityQ IP by July 4, 2025. On July 4 [2025], I provided two competing offers (3 total); JFW ventures was selected. Since July 4 [2025], I have not sought competing offers nor communicated with third parties concerning an IP sale;
7. On July 24, 2005, **I was told I would not receive any backpay**. On July 25 [2025], I notified Mr. Mullen that non-payment constituted a fundamental breach and that I would suspend further work unless and until my backpay was resolved. [...]
8. On August 10, 2025, I demanded information regarding (i) payment of my backpay, (ii) the identity and authority of any acting CEO, and (iii) my employment status and any termination letter. **I received no response**. [...]
9. On August 18, 2025, I filed a **CNESST wage complaint**. [...]

[19] **GIVEN** the Defendant undertakes, if asked, to:

- (a) Maintain strict confidentiality and no third-party outreach regarding any IP sale or transaction;
- (b) Not obstruct any provider-led credential recovery by InfinityQ (e.g. Google Cloud, AWS, Azure, Atlassian/Bittbucket), including through corporate/legal verification;
- (c) If InfinityQ identifies a specific physical device alleged to be corporate property in my possession, deposit it with the greffe or neutral third party in escrow for the duration of any injunction proceedings.

[20] **GIVEN** that, to obtain a safeguard order, a plaintiff must establish an appearance of right, the risk of serious or irreparable harm, a balance of inconvenience that favours the plaintiff, and the urgency of the situation;¹²

- **The Plaintiff has Established an Appearance of Right**

[21] **GIVEN** the InfinityQ IP appears to be confidential information pursuant to the Agreement;

[22] **GIVEN** the InfinityQ IP appears to be the property of the Plaintiff and that the Defendant makes no property claims whatsoever with respect to this information and material;

[23] **GIVEN** the Defendant admits to having in his possession a physical hard drive that he describes as the “backup of a backup;”

[24] **GIVEN** the Plaintiff’s submission that the Court is faced with “a wage issue, not an IP issue;”

[25] **GIVEN** the Defendant’s contractual obligations, his confidentiality obligations, and his duties as a former director and employee of the Plaintiff;¹³

[26] **GIVEN** that the Defendant does not challenge the validity of these obligations and duties;

[27] **GIVEN** article 2088 of the *Civil Code of Quebec*;

[28] **GIVEN** that a wage dispute does not appear to allow the Plaintiff to withhold confidential information that belongs to the Defendant or to place that confidential information into the custody of a third-party until such time as the wage dispute has been resolved;

[29] **GIVEN** the Court concludes there is an appearance of right because the Defendant appears to have in his possession, without legal justification, confidential information that is the property of the Plaintiff;

- **The Plaintiff has Established the Risk of a Serious Injury**

[30] **GIVEN** the InfinityQ IP appears to be property that JFW intends to purchase from the Plaintiff;

[31] **GIVEN** the Defendant’s refusal to return InfinityQ IP to the Defendant could frustrate this transaction;

¹² *FLS Transportation Services Limited c. Fuze Logistics Services Inc.*, 2020 QCCA 1637, par. 23.

¹³ *Ubi Soft Divertissements Inc. c. Champagne-Pelland*, 2003 CanLII 13559 (QC CA), par. 17-20.

[32] **GIVEN** that, according to the Agreement, a violation of the Agreement may constitute irreparable harm according to its own terms and conditions;

[33] **GIVEN** the Court concludes the Plaintiff has established the risk of a serious injury;

- **The Plaintiff has Established that the Balance of Inconvenience Favours Its Position**

[34] **GIVEN** that, contrary to the Defendant's submissions, the return of the InfinityQ IP cannot be characterized as unpaid labour, especially since it does not belong to the Plaintiff;

[35] **GIVEN** the Court is not persuaded that the return of the InfinityQ IP will require unreasonable efforts by the Defendant or impose an unreasonable burden on the Defendant;

[36] **GIVEN** the Plaintiff has already agreed to compensate the Defendant in an amount of \$600 for returning the InfinityQ IP to the Plaintiff;

[37] **GIVEN**, however, the Court agrees that the information sought in paragraph 15q) of the Application is overly broad, namely "[a]ny other similar information require[d] to obtain access to information belonging to InfinityQ;"

[38] **GIVEN** the Defendant's concerns that he will not receive his unpaid wages if he returns the InfinityQ IP are based on speculation;

[39] **GIVEN** the return of the InfinityQ IP and its projected sale to JFW may provide the Plaintiff with the liquidity it needs to pay some or all of its liabilities, including its alleged liability toward the Defendant;

[40] **GIVEN** the Plaintiff confirms that it wants the Defendant to grant it access to the InfinityQ IP and that someone other than the Defendant will be responsible for retrieving it;

[41] **GIVEN** the Court concludes that the balance of inconvenience favours the Plaintiff, provided the information sought in paragraph 15q) of the Application is struck from the conclusions;

- **The Plaintiff Has Established Urgency**

[42] **GIVEN** the Defendant appears to be in breach of his contractual obligations, confidentiality obligations, and duties as a former director and employee of the Defendant;

[43] **GIVEN** the Plaintiff finds itself in a precarious and likely deteriorating financial position;

[44] **GIVEN** the Plaintiff's servers are in a commercial space for which it is no longer paying rent;

[45] **GIVEN** it appears the transaction between the Plaintiff and JFW will only occur if the InfinityQ IP is promptly returned to the Plaintiff, to which it belongs;

[46] **GIVEN** the Court concludes there is urgency;

[47] **GIVEN** the Court would have arrived at the same conclusions if the Defendant's affidavit had been admitted into evidence;

[48] **FOR THESE REASONS, THE COURT:**

[49] **ISSUES** a safeguard order, to remain in force until a judgment on the interlocutory injunction is rendered;

[50] **ORDERS** the Defendant Dr. Saavan Patel to return the following (including hard drives copies) and to provide InfinityQ Technologies Inc. with access (including log in codes and source codes) to:

- a) Google Cloud (production system), Azure and internal servers;
- b) Amazon Web Service (AWS);
- c) The Development Code on Bit Bucket;
- d) Full source code, object code, and executable files for the TitanQ system, including without limitation all versions used in PoC projects;
- e) The 'trade secret' code contained on the hard drive;
- f) Copies of unfiled patents, including without limitation: 1) all documentation related to the pre-filed patent application for methods of using the Ising machine tech, 2) provisional application (if filed with CIPO or USPTO), prior art searches, and correspondence with patent counsel, and 3) all information on Kapanova patent and Tarek Oud-Bachir IP agreement;
- g) Passwords for all seized workstation and servers;
- h) The passphrase required to decrypt the hard drive in all Linux Pop!_OS;
- i) Credentials for Bitbucket, Gitea, and GitHub;
- j) Access credentials for AWS and Google Cloud Platform;
- k) Email credentials for all accounts under the @infinityQ.tech domain;

- l) VPN access credentials (if remote access was configured);
- m) Access to internal documentation, network diagrams, or IT asset inventories;
- n) Admin/root access credentials for any on-premise or virtualized servers;
- o) MFA/2FA recovery codes if multi-factor authentication is enabled; and
- p) All user manuals, technical specifications, developer guides, and API documentation for TitanQ.

[51] **ORDERS** the Defendant Dr. Saavan Patel to refrain from using, disclosing and/or communicating any confidential or proprietary information, asset or document (including intellectual property) belonging to Plaintiff InfinityQ Technology Inc. to anyone;

[52] **ORDERS** the Defendant Dr. Saavan Patel to refrain from seeking offers to purchase any of Plaintiff InfinityQ Technology Inc.'s confidential or proprietary information or assets, including its intellectual property;

[53] **ORDERS** the provisional execution of the judgment to be rendered on the present application notwithstanding appeal;

[54] **EXEMPTS** Plaintiff InfinityQ Technology Inc. from providing security for costs;

[55] **PERMITS** service of the judgment rendered on the present application outside of legal hours and juridical days;

[56] **SHORTENS** the delays for service of the application;

[57] **ALL OF WHICH**, with legal costs to follow.

Mtre Éric Oliver
Mtre Noushin Dewan
Oliver Avocats
Counsel for the Plaintiff

Dr. Saavan Patel, self-represented Defendant

Hearing Date: 4 septembre 2025

SHAUN E. FINN, J.S.C.