

CITATION: Lochan. v. Binance Holdings Limited, 2026 ONSC 570
COURT FILE NO.: CV-22-00683059-00CP
DATE: 20260129

SUPERIOR COURT OF JUSTICE - ONTARIO

RE: CHRISTOPHER LOCHAN and JEREMY LEEDER, Plaintiffs

– and –

BINANCE HOLDINGS LIMITED, BINANCE CANADA CAPITAL
MARKETS INC., and BINANCE CANADA HOLDINGS LTD., Defendants

BEFORE: Justice E.M. Morgan

COUNSEL: *James Orr*, for the Plaintiffs

Paul Steep, for the Defendants

HEARD: January 29, 2026

MOTION FOR DIRECTIONS

[1] This motion for Directions arises in the context of a case that has been certified as a class action: *Lochan. v. Binance Holdings Limited*, 2024 ONSC 2302, aff'd 2025 ONCA 221.

[2] The Defendants, together with Nest Services Limited (“Nest”), a Seychelles corporation, seek Directions with respect to an application they would like to bring in Hong Kong for an anti-suit injunction (“AASI”) leading to arbitrations against the two representative Plaintiffs. In those arbitrations they will apparently be seeking to claim back from the Plaintiffs any amounts that the Plaintiffs recover in the Ontario class action, rendering the class action meaningless.

[3] I described that background and the claim to be pursued in the Defendants’ planned Hong Kong arbitrations in a previous ruling in which I granted an anti-suit injunction against the Defendants: *Lochan. v. Binance Holdings Limited*, 2025 ONSC 6493 (*Lochan 2025*). In my reasons for decision, I also found, *inter alia*, that Nest is an alter ego of the Defendants, and that Nest’s actions are for all intents and purposes the Defendants’ actions: *Ibid.*, at para. 15.

[4] To briefly summarize the procedural background against which the present motion arises, Nest had sought to aid the Defendants in circumventing a ruling of this Court and of the Court of Appeal that an arbitration clause between the Plaintiffs and the Defendants calling for arbitration of this dispute in Hong Kong is unconscionable, contrary to public policy, and void: *Lochan v. Binance Holdings Limited*, 2023 ONSC 6714, aff'd 2024 ONCA 784, leave to appeal denied, 2025 CanLII 46535 (SCC) (*Lochan 2023*). I issued an anti-suit injunction barring Nest, the Defendants, and any other related person or entity, from pursuing Hong Kong arbitration of the issues herein: *Lochan 2025*, at para. 44.

[5] Nest now seeks Directions on whether, or how, in view of the injunction issued against the entire Binance enterprise, it can continue its pursuit of arbitration against the Plaintiffs by obtaining an AASI in Hong Kong. As the Defendants' affiant describes it, Nest was unable to obtain an *ex parte* order from a court in Hong Kong for alternative service on the Plaintiffs which would have allowed it to proceed, so it has returned to this Court for guidance.

[6] Nest states that it is concerned that proceeding with the next step in the Hong Kong proceedings – serving the Plaintiffs by the means set out in the Hague Service Convention – might constitute a breach of the anti-suit injunction barring it from taking any further steps in the arbitrations. That is, to understate the matter, a well-founded concern.

[7] Just so the context of the present motion is clear:

- the Defendants lost a motion to stay this class action in favour of arbitration, and this Court declared the arbitration agreement to be void and unenforceable;
- the Defendants lost the appeal to the Court of Appeal of the ruling declaring the arbitration agreement void and unenforceable, and they were denied leave to appeal that appellate ruling to the Supreme Court;
- the Defendants, in the guise of Nest, commenced arbitration in Hong Kong anyway, apparently ignoring the rulings all the way up the chain of courts in Ontario and Canada;
- the Plaintiffs obtained an anti-suit injunction from this Court barring the Defendants, including Nest, from pursuing any further Hong Kong arbitration against the Plaintiffs;
- Nest decided to pursue Hong Kong arbitration anyway, but lost a motion in the Hong Kong High Court that sought to obtain an AASI on an *ex parte* basis and was refused authorization by the Hong Kong court to serve its AASI motion on the Plaintiffs in the face of the Ontario injunction;
- The Defendants and Nest are determined to pursue arbitration in Hong Kong despite their setbacks, and, having run out of alternative avenues, have returned to this Court asking for Directions on how to do it.

[8] With respect, the Defendants and Nest seem to have difficulty taking 'No' for an answer. In the affidavit of the Defendants' Hong Kong solicitor, Lee Yin Lok Enoch, filed in support of the present motion, the purpose of the Directions being sought is made clear. Mr. Lee deposes that the Defendants' purpose in all of this is to pursue in Hong Kong the very arbitrations that this Court has held to be unenforceable and has enjoined:

The AASI is required to ensure that the Plaintiff can resume its pursuit of two separate arbitration proceedings commenced against the 1st and 2nd Defendants [i.e. the Plaintiffs], both of whom are individuals based in Canada.

[9] The Defendants' deponent then goes one step further, and states that the Defendants want to get these prohibited proceedings underway quickly so that they will be a *fait accompli* by the

time the Court of Appeal can hear an appeal of the anti-suit injunction, effectively depriving the Court of Appeal of the chance to consider the latest ruling against the Defendants by rendering any appeal moot:

It is expected that the appeal of the anti-suit injunction before the Ontario Court of Appeal will not be heard until late 2026. As a result, the Canadian ASI is likely to remain in effect for a considerable period, and there is no immediate prospect of the arbitration being able to resume absent relief from the Hong Kong courts.

[10] In its Notice of Motion, Nest states that it is moving under Rule 13.01(1) of the *Rules of Civil Procedure* to intervene in these proceedings as an added party for the purposes of this motion for Directions. Nest's intervention is unnecessary. My previous ruling already held that Nest is an alter ego of the Defendants, and that it is subject to the anti-suit injunction in the same way as the Defendants.

[11] Since Nest and the Defendants are interchangeable, there is no need for a separate intervention by Nest. It can join with the Defendants in making submissions to the Court, and will likewise join with the Defendants in being subject to any orders or directions issued by the Court.

[12] That said, I am not sure what kind of meaningful guidance Nest is hoping to get from this Court. It, along with the other Defendants, is expressly enjoined from continuing the Hong Kong arbitrations against the Plaintiffs; what it now seeks, in the guise of proceeding with their proposed AASI in Hong Kong, is a Direction as to whether and how to "resume its pursuit of two separate arbitration proceedings".

[13] This Court is not generally in the business of giving anticipatory legal advice to parties contemplating breaching one of its orders. I will say, however, that where a mandatory injunction and its potential breach is concerned, caution is always an advisable course. In that sense, the Defendants/Nest were well advised to seek Directions rather than to act precipitously. Legal maneuvers created and acted upon in order to skirt the terms of the injunction would risk far more serious sanction.

[14] In any case, the answer that the Defendants and Nest seek is self-evident. To ask whether they may pursue a step – service on the Plaintiffs – toward an AASI leading to arbitrations from which they are specifically and explicitly barred is, frankly, to pose a question that answers itself. But in case it is not clear to all concerned, the answer is: No, they may not.

[15] Pursuit of an AASI is, effectively, pursuit of the enjoined arbitrations. Nest's deponent himself has said so. Accordingly, service of the AASI proceedings on the Plaintiffs would fall within the scope of the anti-suit injunction.

[16] In my costs endorsement that followed the anti-suit injunction, I stated that the tactics of the Defendants and Nest in attempting to circumvent the rulings of this Court and of the Court of Appeal "are to be discouraged": *Lochan. v. Binance Holdings Limited*, 2026 ONSC 194, at para. 15. Apparently, that language was not strong enough to get the message across, so let me reiterate: the Defendants, Nest, and any other entity or person that might act on their behalf, shall not seek, pursue, or take any steps that advance the goal of pursuing arbitrations against the Plaintiffs.

[17] The parties may make written submissions as to costs.

[18] Once again, I ask counsel for the Plaintiffs to email brief submissions to my assistant within two weeks of today and counsel for Binance to respond with brief submissions emailed to my assistant within two weeks thereafter.

Morgan J.

Date: January 29, 2026