

CITATION: Mardani v. Torkashvand, 2025 ONSC 170
NEWMARKET COURT FILE NO.: CV-21-00003330-0000
DATE: 20250108

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:)	
)	
MOHAMMAD MARDANI)	
)	Hossein Niroomand, for the Plaintiff
)	
Plaintiff)	
)	
– and –)	
)	
)	
)	
MAJID TORKASHVAND and TRUST)	
REALTY POINT INC.)	Majid Torkashvand, Self-Represented
)	
)	
Defendants)	
)	
)	
)	
)	HEARD: October 23, 2024

2025 ONSC 170 (CanLII)

REASONS FOR DECISION

DE SA, J.:

- [1] The within action was commenced on September 28, 2021. The Statement of Claim (the “Claim”) was served on the Defendant Trust Realty Point Inc. (“Trust Realty”) on October 15, 2021, at 55 Lebovic Avenue, Toronto, ON, M1L 0H2 by leaving a copy with Elynaa Hussain who identified herself as the administrator of Trust Realty and the person in care and control at the time of the service.

- [2] The Claim was also served on the Defendant, Majid Torkashvand (“Majid”) on October 18, 2021, at 55 Lebovic Avenue, Toronto, ON, M1L 0H2, by leaving a copy with Majid, who identified himself.

- [3] The Plaintiff seeks default judgement in accordance with section 19.05(1) of the *Rules*.

Summary of Facts

- [4] Majid is a realtor and broker licensed by the Real Estate Council of Ontario (“RECO”) and is currently acting as a realtor and broker for the Defendant Trust Realty Point Inc. Trust Realty Point Inc. is owned and operated by Majid.
- [5] On October 1, 2019, the Plaintiff and Majid entered into a partnership agreement pursuant to a document prepared by Majid and titled “Business Partnership Agreement” (hereinafter referred to as the “Agreement”), identifying the Plaintiff as the Partner/Investor and Majid as the Partner/Operation Officer.
- [6] The purpose of the Agreement was stated to be as follows:
- a. “This partnership creates to invest in Stock Market and parties will be responsible to work in their best integrity and professionalism toward to increasing partnership capital and Reputation.”
- [7] Further, the terms of the Agreement included that the Plaintiff would provide \$50,000 to be invested in trading in the Stock Market. Profit sharing was to be divided equally, with monthly accounting, and either party could withdraw funds with a three-month notice period.
- [8] The Plaintiff provided Majid with the sum of \$50,000.00 in accordance with the terms of the Agreement. However, despite demands, Majid failed to provide any accounting for the Plaintiff’s funds or to engage in any legitimate investment activities as promised.
- [9] The Plaintiff alleges that Majid’s actions constitute a breach of contract and alternatively a fraudulent misrepresentation, as Majid knowingly or recklessly made false representations to induce the Plaintiff into the Agreement with no intention of fulfilling it.
- [10] Trust Realty is alleged by the Plaintiff to be a sham operated by Majid to give the impression of legitimacy and trustworthiness. The Plaintiff claims that Trust Realty played a role in facilitating Majid’s actions by providing him with the appearance of business acumen and respectability, essential to deceiving the Plaintiff into entering the Agreement and entrusting Majid with funds. As such, Trust Realty is asserted to be jointly and severally liable for the actions of Majid.

Analysis

- [11] The grounds for the motion lie in the Defendants’ failure to file a Statement of Defence within the prescribed time, despite proper service of the Statement of Claim.
- [12] Having reviewed the materials filed, I am satisfied that the Plaintiff has properly served the Statement of Claim on the Defendants Majid Torkashvand and Trust Realty Point Inc. in accordance with the Rules of Civil Procedure (the “Rules”).
- [13] The Defendants did not serve a Statement(s) of Defence to the action.

- [14] As a result, the Defendants were noted in default in accordance with section 19.01 of the Rules.
- [15] According to the Plaintiff, the Defendants' failure to file a defence indicates a lack of intention to defend the action or dispute the claims against them.
- [16] On October 23, 2024, Majid attended on this motion and indicated that he was not properly served. He also expressed that he did not want to engage in the litigation and would prefer to just settle the matter.
- [17] I adjourned the matter for a number of weeks to permit the parties to settle the matter or alternatively for Majid to file a statement of defence. I finally received a response on December 9, 2024 informing me that the parties had not resolved the matter and were requesting that I proceed with my decision on the default judgment.
- [18] The claims against the Defendants are supported by the evidence filed and disclose valid causes of action for breach of contract and fraudulent misrepresentation, as outlined in the Statement of Claim. There is no indication that the Defendants have any intention of defending the action.
- [19] I am not prepared to grant the punitive damages sought by the Plaintiff.
- [20] Default judgment is granted in favour of the Plaintiff in the amount of \$50,000.
- [21] Costs are also ordered in favour of the Plaintiff in the amount of \$4,000.

Justice C.F. de Sa

Released: January 8, 2025

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ONTARIO

SUPERIOR COURT OF JUSTICE

BETWEEN:

MOHAMMAD MARDANI

Plaintiff

– and –

MAJID TORKASHVAND and TRUST REALTY
POINT INC.

Defendants

REASONS FOR DECISION

Justice C.F. de Sa

Released: January 8, 2025