

**CITATION:** Nedaneg Financial Corporation v. Talebzadeh, 2025 ONSC 1214  
**COURT FILE NO.:** CV-22-00684974-0000  
**DATE:** 20250224

**ONTARIO**

**SUPERIOR COURT OF JUSTICE**

**BETWEEN:** )  
)  
NEDANEG FINANCIAL CORPORATION ) *Stefanja Savic and Behrouz Amouzgar, for the*  
) *Plaintiff/Appellant*  
Plaintiff/Appellant )  
)  
– and – )  
)  
PEDRAM TALEBZADEH, ARMAN ) *Christopher J. Somerville and Adam Casey,*  
TALEBZADEH, BEHNAZ ALIABADI, ) *for the Defendants/Respondents*  
FOREST HILL REAL ESTATE INC. )  
DIAMOND, DIAMOND REALTY )  
DEVELOPERS INC., MEHDI )  
GOL MOHAMMADI DARIAN, )  
KAMRAN MAHDI, IRAJ MAHDI, )  
CANADIAN IMPERIAL BANK OF )  
COMMERCE, WINONA PARK TOWNS )  
LTD., MOSHE EICHORN, WINONA )  
PARK DEVELOPMENTS LIMITED, and )  
2819152 ONTARIO CORPORATION )  
)  
Defendants/Respondents )  
)  
) **HEARD:** In writing

2025 ONSC 1214 (CanLII)

**PAPAGEORGIU J.**

**COSTS ENDORSEMENT**

**Overview**

[1] I granted Nedaneg Financial Corporation’s (“Nedaneg”), appeal of Associate Judge La Horey’s dismissal of its motion for a certificate of pending litigation (“CPL”).

[2] Nedaneg requests costs on a substantial indemnity basis in the amount of \$109,000 or on a partial indemnity basis in the amount of \$80,000.

[3] The parties have agreed that the only issue is the scale of costs and that the numbers submitted by Nedaneg are agreeable depending upon the scale.

### **Decision**

[4] For the reasons that follow I award Nedaneg costs on a partial indemnity basis in the amount of \$80,000.

### **Analysis**

[5] Pursuant to s. 131(1) of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, costs are in the discretion of the court. Rule 57 of the *Rules* sets out the factors which courts should have regard to when awarding costs. The overall objective is “to fix an amount that is fair and reasonable for the unsuccessful party to pay in the particular proceeding, rather than an amount fixed by the actual costs incurred by the successful litigant”: *Zesta Engineering Ltd. v. Cloutier* (2002), 21 C.C.E.L. (3d) 161 (Ont. C.A.), at para. 4; *Boucher v. Public Accountants Council for the Province of Ontario* (2004), 71 O.R. (3d) 291 (C.A.), at para. 26; *Clarington (Municipality) v. Blue Circle Canada Inc.*, 2009 ONCA 722, 100 O.R. (3d) 66, at para. 52; and *G.C. v. Ontario (Attorney General)*, 2014 ONSC 1191, at para. 5.

[6] The court has the discretion to award substantial indemnity costs, but such costs are “rare and exceptional” and only warranted where there has been reprehensible, scandalous or outrageous conduct on the part of a party: see *DUCA Financial Services Credit Union Ltd. v. Bozzo*, 2010 ONSC 4601, at para. 5; *Foulis v. Robinson* (1978), 21 O.R. (2d) 769 (C.A.); and most recently *Mars Canada Inc. v. Bemco Cash & Carry Inc.*, 2018 ONCA 239, 140 O.R. (3d) 81, at para. 43.

[7] In this case, while there was a finding of a strong prima facie case of fraud, Nedaneg has not yet won the case.

[8] In my view the matters cited which include one of Respondents not attending for cross examination and well as Pedram’s improper refusals are not sufficiently scandalous or outrageous.

[9] The fact that two of the properties were sold after the dismissal of the CPL motion and pending appeal also does not justify an elevated costs award. Nedaneg provided no caselaw that suggested that a party could not deal with its properties pending appeal of a dismissed motion for a CPL.

[10] Therefore, I award the agreed upon amount of \$80,000 in partial indemnity costs payable within 15 days.

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Papageorgiou J.

**Released:** February 24, 2025

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Plaintiff/Appellant

**– and –**

PEDRAM TALEBZADEH, ARMAN TALEBZADEH,  
BEHNAZ ALIABADI, FOREST HILL REAL  
ESTATE INC. DIAMOND, DIAMOND REALTY  
DEVELOPERS INC., MEHDI  
GOL MOHAMMADI DARIAN, KAMRAN MAHDI,  
IRAJ MAHDI, CANADIAN IMPERIAL BANK OF  
COMMERCE, WINONA PARK TOWNS LTD.,  
MOSHE EICHORN, WINONA PARK  
DEVELOPMENTS LIMITED, and 2819152  
ONTARIO CORPORATION

Defendants/Respondents

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**COSTS ENDORSEMENT**

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**Papageorgiou J.**

**Released:** February 24, 2025