

Ontario Court of Appeal File No. COA-25-CV-1005  
Ontario Superior Court of Justice File No. CV-25-00740567-00CL

**COURT OF APPEAL FOR ONTARIO**

B E T W E E N:

**THE TORONTO DOMINION BANK**

Applicant (Respondent) / Moving Party

- and -

**DOSANJH CARE INC.**

Respondent (Appellant) / Responding Party

APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED, AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 190, c. C.43, AS AMENDED

**MOTION RECORD OF THE APPLICANT (RESPONDENT) / MOVING PARTY  
(MOTION FOR DIRECTION)**

September 11, 2025

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# TAB 1

**COURT OF APPEAL FOR ONTARIO**

B E T W E E N:

**THE TORONTO DOMINION BANK**

Applicant (Respondent) / Moving Party

- and -

**DOSANJH CARE INC.**

Respondent (Appellant) / Responding Party

**APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND  
INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED, AND SECTION 101 OF THE  
COURTS OF JUSTICE ACT, R.S.O. 190, c. C.43, AS AMENDED***

**NOTICE OF MOTION**

The Applicant (Respondent) / Moving Party, The Toronto-Dominion Bank, will make a motion to a single Judge of the Court of Appeal on September 29, 2025, or as soon thereafter that time as the motion can be heard.

**PROPOSED METHOD OF HEARING:** The motion is to be heard

In person;  
 By telephone conference;  
 By video conference.  
at the following location:

Osgoode Hall, 130 Queen Street West, Toronto, ON

**THE MOTION IS FOR:**

1. An Order for directions as to:
  - (a) the purported appeal of the Order of the Honourable Madam Justice Steele dated June 2, 2025 (the “**Receivership Order**”), by Dosanjh Care Inc.’s Notice of Appeal, Court File No. COA-25-CV-1005, served June 13, 2025.
  - (b) In particular, this court should not permit Dosanjh Care Inc. to perfect its appeal. The appeal was brought past the 10 day period provided by the Bankruptcy and Insolvency Act (“BIA”) and is out of time; Dosanjh Care Inc. has also not sought leave to appeal;
2. In the alternative to (1), an Order:
  - (a) granting the Respondent security for costs of the appeal on terms the Court deems just failing which the appeal shall be dismissed with costs; and
  - (b) directing that the appeal from the Receivership Order be heard on an expedited basis.
3. Costs of this motion on a full indemnity scale.
4. Such further and other relief as this Court shall deem just.

**THE GROUNDS FOR THE MOTION ARE AS FOLLOWS:**

**Overview**

1. On June 2, 2025, pursuant to section 243 of the *BIA* and section 101 of the *Courts of Justice Act* (“*CJA*”), a Receiver was appointed, without security, as to all of the present and future assets, undertakings and properties of Dosanjh Care Inc. by order of the Ontario Superior Court of Justice (Commercial List) (the “**Receivership Order**”), which by endorsement of Madam Justice Steele came into effect that same day on June 2, 2025 (the “**Receivership Date**”);

**The Appeal is Out of Time**

2. The Receivership Order was issued pursuant to section 243 of the *BIA* and section 101 of the *CJA*. The appeal is, therefore, governed by the Bankruptcy and Insolvency General Rules (the “*BIA Rules*”) and not the Rules of Civil Procedure (the “*Rules*”). Pursuant to the principles of paramountcy, the *BIA* appeal provisions govern the appeals;
3. Pursuant to section 31(1) of the *BIA Rules*, an appeal to the Court of Appeal must be made by filing a notice within ten (10) days after the date of the order or decision appealed;
4. The decision of the Motion Judge was released on June 2, 2025. The Notices of Appeal were served on June 13, 2025. Accordingly, the appeal is out of time by a day;

### **Leave to Appeal is Required**

5. Importantly as well, under section 31(2) of the BIA Rules, if an appeal is brought under section 193(e) of the BIA, the notice of appeal must include the application for leave to appeal. The Appellant must bring a motion to a single judge of this Court seeking leave to appeal. The Appellant's Notices of Appeal did not include any application for leave to appeal, rather stating that leave was not required pursuant to section 193(c). No motion seeking leave to appeal has been brought by the Appellants in this court file;
6. Further, s. 133 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 provides that no appeal lies without leave of the court to which the appeal is to be taken from an order made with the consent of the parties.

### **Security for Costs**

7. In the event that this Court determines that the appeal is not out of time and grants leave to appeal or declares that leave to appeal is not required, the Respondent requests an Order requiring the Appellant to post security for the costs of the appeal;
8. With respect to all of the circumstances of this case, such an order is just: there was a delay in bringing the purported appeal; there is not a good chance for success based on the merits of the purported appeal; Motion materials of various sorts have been served by the Appellant but none have been filed.
9. The Appellant has no automatic right of appeal pursuant to sections 193(a)–(d) of the BIA. Moreover, the purported appeal would not meet the test for obtaining leave to appeal under section 193(e) of the BIA;

**Jurisdiction of a Single Judge to Hear the Motion**

10. Section 7 of the CJA, subject to certain exceptions, provides that a motion in the Court of Appeal shall be heard and determined by one judge;
11. Section 61.06 of the Rules provides that a judge of the appellate court, on motion by the respondent, may make such an order for security for costs of the proceeding and of the appeal as is just;
12. Rules 1.05, 37, 56, 57.03, and 61 of the Rules;
13. Sections 193, 243 of the BIA and section 31 of the BIA;
14. Sections 7 and 101 of the CJA; and
15. Such further and other grounds as counsel may advise.

**THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of the motion:

1. The Pleadings and proceedings exchanged in these purported appeals;
2. The Order appealed from;
3. Such further and other evidence as counsel may advise and this Honourable Court may permit.

**CERTIFICATE**

I, Alexander Hora, lawyer the Applicant (Respondent) / Moving Party, **The Toronto-Dominion Bank**, certify that the estimated time required for oral argument of the Appeal is 45 minutes, not including reply.

September 11, 2025



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Receiver for Dosanjh Care Inc.

**THE TORONTO DOMINION BANK**  
Applicant  
(Respondent/Moving Party)

and

**DOSANJH CARE INC.**  
Respondent  
(Appellant/Responding Party)

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Ontario Court of Appeal File No. COA-25-CV-  
1005  
Ontario Superior Court of Justice File No. CV-25-  
00740567-00CL

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**COURT OF APPEAL FOR ONTARIO**

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**NOTICE OF MOTION  
(Motion for Directions)**

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# TAB 2



Court File No. CV-25-00740567-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE MADAME )  
JUSTICE STEELE )

THURSDAY, THE 2<sup>nd</sup>  
DAY OF JUNE, 2025

B E T W E E N:

(Court Seal)

THE TORONTO-DOMINION BANK

Applicant

and

DOSANJH CARE INC.

Respondent

**APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND  
INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED, AND SECTION 101 OF THE  
*COURTS OF JUSTICE ACT*, R.S.O. 190, c. C.43, AS AMENDED**

**ORDER  
(appointing Receiver)**

**THIS APPLICATION**, made by Toronto-Dominion Bank ("**TD**") for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**"), and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**"), appointing Albert Gelman Inc. ("**AGI**") without security, of all of the assets, undertakings and properties of Dosanjh Care Inc., (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "**Property**") which Property includes, without limitation, the real property known municipally as 532 Main Street, Powassan, Ontario and as legally described in Schedule "A" hereto, (the "**Real Property**")

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was heard this day by judicial videoconference via Zoom.

**ON READING** the Application Record of the Applicant, including the affidavit of Kathryn Furfaro sworn April 10, 2025 and the exhibits thereto, including, without limitation, the consent of AGI to act as the Receiver, and on hearing the submissions of counsel for TD and such other counsel as were present, no one appearing for any other stakeholder although duly served as appears from the affidavit of service of Monika Gugu sworn April 11, 2025.

### **SERVICE**

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is properly returnable today and hereby dispenses with further service thereof.

### **APPOINTMENT**

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, AGI is hereby appointed Receiver, without security, of the Property of the Debtor.

### **RECEIVER'S POWERS**

3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

(a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

(b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

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(c) to manage, operate and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business or cease to perform or disclaim any contracts of the Debtor;

(d) to engage consultants, appraisers, agents, property managers, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

(e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;

(f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;

(g) to settle, extend or compromise any indebtedness owing to the Debtor;

(h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;

(i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

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(j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

(k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:

(i) without the approval of this Court in respect of any transaction not exceeding \$250,000.00, provided that the aggregate consideration for all such transactions does not exceed \$500,000.00; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the *Ontario Personal Property Security Act* or section 31 of the *Ontario Mortgages Act* shall not be required, and in each case the Ontario Bulk Sales Act shall not apply;

(l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

(m) to report, to meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

(n) to register a copy of this Order and any other Orders in respect of the

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Property against title to any of the Property;

- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (p) to file an assignment into bankruptcy, and to act as trustee in bankruptcy, on behalf of the Debtor;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

4. **THIS COURT ORDERS** that (i) the Debtor (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

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5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord

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disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

#### **NO PROCEEDINGS AGAINST THE RECEIVER**

8. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

#### **NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY**

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

#### **NO EXERCISE OF RIGHTS OR REMEDIES**

10. **THIS COURT ORDERS** that all rights and remedies against the Debtor, the Receiver or affecting the Property, including without limitation, licenses and permits, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

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### **NO INTERFERENCE WITH THE RECEIVER**

11. **THIS COURT ORDERS** that, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, rescind, terminate or cease to perform any right, renewal right, contract, agreement, license or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

### **CONTINUATION OF SERVICES**

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

### **RECEIVER TO HOLD FUNDS**

13. **THIS COURT ORDERS** that all funds, monies, cheques, instruments and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including, without limitation, the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

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## EMPLOYEES

14. **THIS COURT ORDERS** that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

## PIPEDA AND ANTI-SPAM LEGISLATION

15. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

16. **THIS COURT ORDERS** that any and all interested stakeholders in this proceeding and their counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in this proceeding, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to such other interested stakeholders in this proceeding and their counsel and advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements

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within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

17. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act* or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

### **LIMITATION ON THE RECEIVER'S LIABILITY**

18. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or willful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

### **RECEIVER'S ACCOUNTS**

19. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise

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ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

20. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

21. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

#### **FUNDING OF THE RECEIVERSHIP**

22. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$250,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to

-12-

the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

23. **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

24. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "B" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

25. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

#### **SERVICE AND NOTICE**

26. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at [https://www.ontariocourts.ca/sc\\_j/practice/regional-practice-directions/eservice-commercial/#Part III The E-Service List](https://www.ontariocourts.ca/sc_j/practice/regional-practice-directions/eservice-commercial/#Part%III%20The%20E-Service%20List)) shall be valid and effective service. Subject to Rule 17.05 of the *Rules of Civil Procedure* (the "**Rules**") this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules. Subject to Rule 3.01(d) of the Rules and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol and shall be accessible by selecting the Debtor's names from the engagement list at the following URL: <https://www.albertgelman.com/filedocuments/>.

27. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by

-13-

forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

### **GENERAL**

28. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

29. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

30. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

31. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

32. **THIS COURT ORDERS** that TD shall have its costs of this application against the Debtor, up to and including entry and service of this Order, provided for by the terms of TD's security or, if not so provided by TD's security, then on a substantial indemnity basis to be paid

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by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

33. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

34. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of today's date and is enforceable without the need for entry or filing.

Jana  
Steele

Digitally signed  
by Jana Steele  
Date: 2025.06.02  
12:05:44 -04'00'

**SCHEDULE "A"**

PIN 52209-0615

PT LTS 7 & 8 BLK E PL 44, PT STATION GROUNDS PL 44, PT 3, 42R19599; Municipality  
of Powassan

Known municipally as 532 Main Street, Powassan, Ontario.

### SCHEDULE "B" RECEIVER CERTIFICATE

CERTIFICATE NO. \_\_\_\_\_

AMOUNTS\$.....

1. THIS IS TO CERTIFY that AGI, the receiver and manager (the "**Receiver**") without security, of all present and future property, assets and undertakings of Dosanjh Care Inc., (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "**Property**") which Property includes, without limitation, the real property known municipally as 532 Main Street, Powassan, Ontario (the "**Real Property**"), appointed by Order of the Ontario Superior Court of Justice (the "**Court**") dated the \_\_\_\_\_ day of \_\_\_\_\_, 2025 (the "**Order**") made in an application having Court file number \_\_\_\_\_, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$\_\_\_\_\_, being part of the total principal sum of \$\_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the \_ day of each month] after the date hereof at a notional rate per annum equal to the rate of \_\_\_ per cent above the prime commercial lending rate of Bank of \_\_\_\_\_ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to

any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_ day of \_\_\_\_\_, 2025

**Albert Gelman Inc.**, solely in its  
capacity as Receiver of the Property,  
and not in its personal capacity

Per:

\_\_\_\_\_  
Name:

Title:

THE TORONTO-DOMINION BANK  
Applicant

DOSANJH CARE INC.  
Respondent

Court File No. CV-25-00740567-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

**APPLICATION UNDER SUBSECTION 243(1)  
OF THE *BANKRUPTCY AND INSOLVENCY  
ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND  
SECTION 101 OF THE *COURTS OF JUSTICE  
ACT*, R.S.O. 1990, c. C.43, AS AMENDED**

Proceeding commenced at Toronto

**ORDER**

**Garfinkle Biderman LLP**  
Barristers & Solicitors  
1 Adelaide Street East, Suite 801  
Toronto, Ontario M5C 2V9

**Wendy Greenspoon-Soer** LSO#: 34698L  
wgreenspoon@garfinkle.com  
Tel: 416-869-7615

Lawyers for the Applicant  
File Number: 13976-005

RCP-F 4C (September 1, 2020)

**TAB 3**



SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST

ENDORSEMENT

COURT FILE NO.: CV-25-740567-00CL DATE: June 2, 2025

NO. ON LIST: 2

TITLE OF PROCEEDING: The Toronto Dominion Bank vs Dosanjh Care Inc

BEFORE: JUSTICE J. STEELE

**PARTICIPANT INFORMATION**

**For Plaintiff, Applicant, Moving Party:**

Name of Person Appearing	Name of Party	Contact Info
Wendy Greenspoon-Soer	The TD Bank	wgreenspoon@garfinkle.com

**For Defendant, Respondent, Responding Party:**

Name of Person Appearing	Name of Party	Contact Info
Soumya Sanyal	Dosanjh Care Inc	Soumya@saachilaw.com

**For Other, Self-Represented:**

Name of Person Appearing	Name of Party	Contact Info
Bryan Gelman	Proposed Receiver Office	bgelman@albertgelman.com
Chris Rowe	Proposed Receiver Office	crowe@albertgelman.com

[1] TD Bank (the “Bank”) seeks the appointment of a receiver over all of the assets and property of Dosanjh Care Inc.

[2] The parties were before me on May 1, 2025. At that time, the debtor sought a three-month adjournment. I granted a one-month adjournment.

[3] The respondent requested a further adjournment today to seek the license. The Bank opposed the adjournment request given the history of this matter.

[4] Having considered the submissions of the parties, I declined the respondent’s request for a further adjournment.

[5] The parties reappeared before me on May 7, 2025, because the respondent had not been able to secure appropriate insurance for the property. At that time, the parties consented to an interim receivership order, which gave the receiver the power to secure the insurance.

[6] The respondent is indebted to the Bank under a credit facility made available under the terms of a Loan Agreement dated October 14, 2022. The respondent defaulted under the terms of the Loan Agreement in or about June 2024. Demand Letters and Notice of Intention to Enforce Security were served July 12, 2024.

[7] The respondent asked the Bank to forbear enforcement and a Forbearance Agreement was entered into on or about August 14, 2024 (the “Forbearance Agreement”).

[8] The Debtor previously operated as a care home facility under the Community Homes for Opportunity Program. The operation was closed in October 2023 due to an order of North Bay Parry Sound District Health Unit.

[9] The Debtor was trying to obtain a retirement residence license, which it has not yet been able to obtain.

[10] The Forbearance Agreement expired in January 2025, and was extended to February 2025. The Forbearance Termination Date of February 28, 2025, under the Forbearance Agreement, as extended, has now expired.

[11] The defaults relied upon by the Bank include failure to maintain the property in good repair and working condition to carry on the business and failure to operate in compliance with applicable environmental health and safety laws. The non-operation of the respondents continues. The Bank is concerned that any further delays would result in a continued deterioration of the property and the security.

[12] As a term of the Forbearance Agreement, the Borrower consented to an order for the appointment of a receiver in the event of default.

[13] The only issue before me is whether it is just or convenient to appoint a receiver. As set out at para. 21 of the Bank’s factum, there are a number of factors that Courts have historically considered when determining whether it is just or convenient to appoint a receiver.

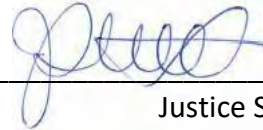
[14] I am satisfied that is just and convenient to appoint a receiver. As noted by the Bank, the security is at risk and a receiver is needed to take control of the property and to determine the best means to remediate it to maximize value for the creditors. The GSA and Standard Charge Terms granted by the respondent<sup>32</sup> provide the Bank with the contractual right to appoint a receiver.

[15] There is no evidence that the license the respondent wishes to obtain is forthcoming.

[16] Although the appointment of a receiver is generally an extraordinary remedy, the extraordinary nature of the remedy is reduced where the applicant is merely seeking to enforce a term of an agreement that was agreed to by both parties: *Elleway Acquisitions Ltd. v. Cruise Professionals Ltd.*, 2013 ONSC 6866, at para. 27.

[17] I also agree with the Bank's submission today that the fact that the respondent consented to the appointment as a term of the Forbearance Agreement is an important factor to be considered. The parties entered into the Forbearance Agreement in good faith. The Bank upheld its part of the bargain. The respondent should be required to do the same.

[18] Order attached.



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Justice Steele

Date: June 2, 2025

**TAB 4**

Ontario Court of Appeal Court File No. <sub>34</sub>

Court File No. CV-25-00740567-00CL

**COURT OF APPEAL FOR ONTARIO**

BETWEEN:

**DOSANJH CARE INC.** Appellant (Defendant)

-AND-

**THE TORONTO DOMINION BANK** Respondent (Plaintiff)

NOTICE OF APPEAL

TAKE NOTICE that the Appellant, Dosanjh Care Inc. appeals to the Court of Appeal from the Order of the Honourable Justice J. Steele dated June 2, 2025 (the "Order"), to be heard as directed by the Registrar.

**THE APPELLANT REQUESTS:**

- (a) An Order setting aside the Order of the Honourable Justice J. Steele, dated June 2, 2025 (the "Order"), appointing Albert Gelman Inc. ("AGI") as receiver, without security, over all of the assets, undertakings, and properties of the Appellant, acquired for, or used in relation to, the business carried on by the Appellant, including all proceeds thereof (collectively, the "Property"), which includes, without limitation, the real property municipally known as 532 Main Street, Powassan, Ontario;
- (b) Costs of this motion; and
- (c) Such further and other Relief as this Honourable Court may seem just.

**THE GROUNDS FOR THE APPEAL ARE:**

- a) Section 193(c) of the Bankruptcy and Insolvency Act, RSC , 1985, c. B-3;
- b) Section 13 of the Companies' Creditors Arrangement Act, R.S.C 1985, c. C-36;

## I. Overview

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- c) On June 2, 2025, the Respondent obtained an Order appointing AGI as receiver over the Appellant's assets and Property.
- d) On June 12, 2025, the Appellant received the Receiver's Notice and Statement under subsections 245(1) and 246(1) of the *Bankruptcy and Insolvency Act*, RSC, 1985, c. B-3.
- e) There appears to be good reason to doubt the correctness of the Order as the learned judge erred in concluding that it was "just and convenient" to appoint a receiver in the circumstances.
- f) While acknowledging that the appointment of a receiver is an extraordinary remedy, the learned judge failed to consider the disproportionate consequences of the receivership, namely, the significant diminution in the value of the Property which would result in a substantial shortfall, ultimately exposing the Appellant's sole director to personal liability for the deficiency.
- g) The receivership was premised on alleged defaults under a Forbearance Agreement dated August 14, 2024 (the "Forbearance Agreement"). The learned judge failed to assess the context in which the Agreement—a standard form adhesion contract unilaterally drafted by the Respondent—was entered into, nor did the Court properly apply the doctrine of *contra proferentem* to resolve any ambiguity in the Agreement's terms in favour of the Appellant.
- h) The learned judge erred in finding that the Appellant was in default. At all material times, the Appellant made timely payments under the Forbearance Agreement. The alleged defaults cited by the Respondent pertain instead to non-monetary obligations, namely, to maintain the Property in good repair and to operate in compliance with environmental, health and safety laws.
- i) These alleged defaults arose due to circumstances outside the Appellant's control. In October 2023, the Canadian Mental Health Association – North Bay (CMHA), which governs the Community Homes for Opportunity (CHO) program, unilaterally and unlawfully rescinded the Appellant's licence to operate the CHO facility at the Property. The Appellant has initiated legal proceedings against CMHA and is actively engaged in negotiations to reinstate the licence.

- j) The learned judge failed to consider that the Property's value is intrinsically linked to its CHO designation. The fair market value of the Property as a functioning CHO facility—calculated on a per-bed basis—far exceeds its value as mere real estate. A forced sale under receivership would severely impair its realizable value, potentially returning less than 25% of its business value.
- k) Given that the Appellant has remained current on all monetary obligations under the Forbearance Agreement, and has been diligently working to restore the CHO licence in order to preserve the full business value of the Property, the imposition of a receivership at this stage is premature and counterproductive to both parties' interests.
- l) Further, the learned judge failed to consider that under the Forbearance Agreement, the Appellant's sole director is personally liable for any shortfall. By appointing a receiver and forcing a sale of the Property at its diminished value, the Order effectively guarantees a deficiency and unjustly exposes the director to personal liability. The Appellant was not provided with a reasonable opportunity to avoid this outcome by restoring the business's full operational status and value.
- m) The learned judge failed to consider whether less intrusive remedies—such as enhanced reporting obligations, supervision, or temporary forbearance—could have addressed the Respondent's concerns while preserving the going-concern value of the Property.

#### STAY OF THE ORDER

- n) It is in the interests of justice to stay the effect of the Order pending the outcome of the Appellant's appeal, so as to preserve the status quo and avoid rendering the appeal infructuous;
- o) The Order, by appointing a receiver, effectively bars the Appellant from continuing its negotiations with the CMHA – North Bay and from taking steps necessary to reinstate its operational licence, thereby undermining its business recovery efforts.
- p) The Order further restricts the Appellant from actively prosecuting its pending civil action against CMHA – North Bay, from whom the Appellant seeks damages for the unlawful revocation of its CHO licence. The Appellant's ability to litigate its claim is frustrated by the receivership.

- q) There is a reasonable prospect that the appeal will be allowed, as the Order raises important legal questions concerning the appointment of receivers over healthcare-related residential properties, and the proper exercise of discretion where such an appointment may irreversibly affect vulnerable populations and ongoing regulatory disputes.
- r) The appeal raises novel and significant legal issues, including whether the extraordinary remedy of receivership should be granted in circumstances where (i) the alleged defaults are non-monetary, (ii) the Appellant is compliant with its financial obligations, and (iii) the receivership obstructs access to justice by preventing a litigant from prosecuting its legitimate claims in another court.
- s) The Appellant will be irreparably prejudiced by being denied access to the courts in its civil action against CMHA – North Bay. The Appellant's pending Statement of Claim—filed in good faith and seeking damages for the improper revocation of its licence—constitutes a significant potential source of recovery and a material asset. The Order interferes with the Appellant's ability to pursue and control that litigation, contrary to the principles of access to justice and procedural fairness.

THE BASIS OF THE APPELLATE COURTS JURISDICTION IS:

- a) Section 193(c) of the Bankruptcy and Insolvency Act, RSC , 1985, c. B-3;
- b) The Order is final.
- c) Leave to appeal is not required under Section 193(c) of the Bankruptcy and Insolvency Act, RSC , 1985, c. B-3.

June 12, 2025

**SAACHI LAW OFFICE PC**  
Barristers & Solicitors  
4711 Yonge Street, Suite 100053  
Toronto, Ontario M2N 6K8

**Soumya Roop Sanyal (#85678A)**  
soumya@saachilaw.com  
Tel.: (416)856-4837

**Heena Rohra (#85667K)**  
heena@saachilaw.com  
Tel: (416)856-4573

Lawyer for the Appellant (Defendant)  
Dosanjh Care Inc.

**TO: Garfinkle Biderman LLP**  
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**Wendy Greenspoon - Soer (LSO#: 34698L)**  
wgreenspoon@garfinkle.com  
Tel.: (416)869-7615

Lawyers for the Respondent (Plaintiff)  
The Toronto Dominion Bank

**AND TO: Albert Gelman Inc.**  
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Toronto, ON M3C 3G8

**Mr. Chris Rowe**  
Tel.: (416)504-1650  
[crowe@AlbertGelman.com](mailto:crowe@AlbertGelman.com)

Receiver for Dosanjh Care Inc.

*Dosanjh Care Inc.*

v.

*The Toronto Dominion Bank .*

	<i>ONTARIO</i>
	<b>COURT OF APPEAL</b>
	<i>PROCEEDING COMMENCED AT TORONTO, ONTARIO</i>
	NOTICE OF APPEAL
	<b>SAACHI LAW OFFICE PC</b> Barristers & Solicitors 4711 Yonge Street, Suite 100053 Toronto, Ontario M2N 6K8  <b>Soumya Roop Sanyal</b> (#85678A) soumya@saachilaw.com Tel.: (416)856-4837  <b>Heena Rohra</b> (#85667K) heena@saachilaw.com Tel: (416)856-4573  Lawyer for the Appellant (Defendant) Dosanjh Care Inc.

# TAB 5

**From:** Soumya Roop Sanyal <soumya@saachilaw.com>  
**Sent:** August 8, 2025 12:17 PM  
**To:** Miles, Simon (JUD)  
**Cc:** Bonifaz, Marco (MAG); heena@saachilaw.com; Wendy Greenspoon; crowe@albertgelman.com; Alexander Hora  
**Subject:** Re: Filing – Notice of Appeal in The Toronto Dominion Bank v. Dosanjh Care Inc.  
**Attachments:** MPMR - Dosanjh - 07AUG2025.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

Please find attached the revised Motion record including the Draft Notice of Appeal and the new hearing date of August 21, 2025.

The Responding parties, who are copied to this email are served herewith.

Please confirm receipt and the hearing date.

Thank You. Kind Regards.  
**Soumya Roop Sanyal**  
Barrister & Solicitor  
Saachi Law Office PC  
4711 Yonge St., Unit 10053  
Toronto ON M2N 6K8  
Cell: (416) 856-4837  
Email: [soumya@saachilaw.com](mailto:soumya@saachilaw.com)  
Website: [www.saachilaw.com](http://www.saachilaw.com)

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On Mon, Jul 21, 2025 at 4:12 PM Miles, Simon (JUD) <[Simon.Miles@ontario.ca](mailto:Simon.Miles@ontario.ca)> wrote:

Good morning,

Thank you for your submission to the Court of Appeal for Ontario.

Unfortunately, the Court is only hearing urgent single judge motions involving bail, custody of children, or imminent evictions, sales, or seizures of properties from July 21, 2025, to August 15, 2025. You will need to select a new hearing date after August 15, 2025.

Additionally, kindly include a draft notice of appeal within your motion record.

Please make the above-mentioned corrections, re serve, and resubmit your material to [COA.e-file@ontario.ca](mailto:COA.e-file@ontario.ca) with proof of service.

Thank you kindly,



## **Simon Miles**

Appeal Case Management Officer

Court of Appeal for Ontario

Osgoode Hall

130 Queen Street West | Toronto, ON M5H 2N5

Tel No: (416) 327 0629 | [simon.miles@ontario.ca](mailto:simon.miles@ontario.ca)

---

**From:** Soumya Roop Sanyal <[soumya@saachilaw.com](mailto:soumya@saachilaw.com)>

**Sent:** Wednesday, July 9, 2025 11:22 AM

**To:** Miles, Simon (JUD) <[Simon.Miles@ontario.ca](mailto:Simon.Miles@ontario.ca)>

**Cc:** Bonifaz, Marco (MAG) <[Marco.Bonifaz@ontario.ca](mailto:Marco.Bonifaz@ontario.ca)>; [heena@saachilaw.com](mailto:heena@saachilaw.com); Wendy Greenspoon <[wgreenspoon@garfinkle.com](mailto:wgreenspoon@garfinkle.com)>; [crowe@albertgelman.com](mailto:crowe@albertgelman.com); [ahora@garfinkle.com](mailto:ahora@garfinkle.com)

**Subject:** Re: Filing – Notice of Appeal in The Toronto Dominion Bank v. Dosanjh Care Inc.

**CAUTION -- EXTERNAL E-MAIL - Do not click links or open attachments unless you recognize the sender.**

Good Morning,

Please find attached the revised Motion Record with July 18, 2025 as the hearing date.

The Responding parties, who are copied to this email are served herewith.

Please note that our Appeal (Notice of Appeal) is not yet numbered.

Thank You. Kind Regards.  
**Soumya Roop Sanyal**  
Barrister & Solicitor  
Saachi Law Office PC  
4711 Yonge St., Unit 10053  
Toronto ON M2N 6K8  
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On Fri, Jul 4, 2025 at 3:34 PM Miles, Simon (JUD) <[Simon.Miles@ontario.ca](mailto:Simon.Miles@ontario.ca)> wrote:

Good afternoon,

Thank you for your submission to the Court of Appeal for Ontario.

Unfortunately, we are unable to accept your material at this time for the below mentioned reasons:

- The motion record you have provided does not contain the required material for a single judge motion.
- Rule 37.10(2) of the *Rules of Civil Procedure* indicates the required documents for a single judge motion record.
- Please ensure all material you have indicated on your notice of motion as documentary evidence is included within your motion record.
- Additionally, please ensure the affidavit contained within your motion record is in support of the motion requests and is commissioned. Any exhibits mentioned within the affidavit must be commissioned as well.

Notice Period

- As per Court of Appeal Civil Practice Direction 7.1.2(2), the moving party is required to select their own hearing date.
- You have not indicated how this motion is to proceed. If this is to be considered orally, the moving party must provide at least 7 business days notice to the Court and the responding party.
- If this is to be considered in writing, you must provide 14 straight days notice as well as serve and submit a factum and draft order along with your notice of motion and motion record.

Please make the above-mentioned corrections, re serve, and resubmit your material with proof of service.

Thank you kindly,



## Simon Miles

45

Appeal Case Management Officer

Court of Appeal for Ontario

Osgoode Hall

130 Queen Street West | Toronto, ON M5H 2N5

Tel No: (416) 327 0629 | [simon.miles@ontario.ca](mailto:simon.miles@ontario.ca)

---

**From:** Soumya Roop Sanyal <[soumya@saachilaw.com](mailto:soumya@saachilaw.com)>

**Sent:** Friday, June 13, 2025 2:40 PM

**To:** JUS-G-MAG-Judicial COA E-file <[COA.E-file@ontario.ca](mailto:COA.E-file@ontario.ca)>

**Cc:** Heena Rohra <[heena@saachilaw.com](mailto:heena@saachilaw.com)>; Wendy Greenspoon <[wgreenspoon@garfinkle.com](mailto:wgreenspoon@garfinkle.com)>; [crowe@albertgelman.com](mailto:crowe@albertgelman.com); [ahora@garfinkle.com](mailto:ahora@garfinkle.com)

**Subject:** Filing – Notice of Appeal in The Toronto Dominion Bank v. Dosanjh Care Inc.

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Good Afternoon,

We act for the Appellant, Dosanjh Care Inc., in the above-captioned matter. Please find attached the Notice of Appeal from the Order of the Honourable Justice of the Superior Court of Justice (Ontario), dated June 2, 2025.

For filing and service purposes, we are submitting the following documents:

1. Notice of Motion for Extend Time for Appeal
2. Notice of Appeal;
3. Order of the Honourable Justice , dated June 2, 2025.

We request that you confirm receipt and provide filing confirmation at your earliest convenience.

This email also constitutes service of the above documents on the following counsel of record:

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All counsel have been copied on this correspondence, and service has been effected via email today, June 13, 2025, at 01:20 AM.

Thank You. Kind Regards.

**Soumya Roop Sanyal**

Barrister & Solicitor

Saachi Law Office PC

4711 Yonge St., Unit 10053

Toronto ON M2N 6K8

Cell: (416) 856-4837

Email: [soumya@saachilaw.com](mailto:soumya@saachilaw.com)

Website: [www.saachilaw.com](http://www.saachilaw.com)

Confidentiality Notice:

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**TAB 5A**

**COURT OF APPEAL FOR ONTARIO**

BETWEEN:

**DOSANJH CARE INC.**

Appellant (Defendant)

-AND-

**THE TORONTO DOMINION BANK**

Respondent (Plaintiff)

**MOTION RECORD**

June 13, 2025

**SAACHI LAW OFFICE PC**  
Barristers & Solicitors  
4711 Yonge Street, Suite 100053  
Toronto, Ontario M2N 6K8

**Soumya Roop Sanyal** (#85678A)  
soumya@saachilaw.com  
Tel.: (416)856-4837

**Heena Rohra** (#85667K)  
heena@saachilaw.com  
Tel: (416)856-4573

Lawyer for the Appellant (Defendant)  
Dosanjh Care Inc.

**COURT OF APPEAL FOR ONTARIO**

BETWEEN:

**DOSANJH CARE INC.**

Appellant (Defendant)

-AND-

**THE TORONTO DOMINION BANK**

Respondent (Plaintiff)

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2.	Affidavit of Kiranjit Dosanjh, sworn on June 13, 2025	
	<b>Exhibits</b>	
A.	The Endorsement of Honourable Justice J. Steele, dated June 2, 2025.	
B.	The Statement of Claim bearing Court File No. CV-25-00000073-0000.	
C.	The Draft Notice of Appeal filed in the Ontario Court of Appeal	

# TAB 1

**COURT OF APPEAL FOR ONTARIO**

BETWEEN:

**DOSANJH CARE INC.**

Appellant (Defendant)

-AND-

**THE TORONTO DOMINION BANK**

Respondent (Plaintiff)

**NOTICE OF MOTION TO EXTEND TIME FOR APPEAL**

The Appellant Dosanjh Care Inc. will make a Motion to the Court of Appeal for Ontario, to be heard on August 21, 2025 by video conference, at 30 Queen Street West, Toronto, Ontario, Canada, M5H 2N5, or as otherwise directed by the Registrar.

**THE APPELLANT REQUESTS:**

- (a) An Order to extend the time for filing this appeal from the Order of the Honourable Justice J. Steele, dated June 2, 2025 (the “Order”), appointing Albert Gelman Inc. (“AGI”) as receiver, without security, over all of the assets, undertakings, and properties of the Appellant, acquired for, or used in relation to, the business carried on by the Appellant, including all proceeds thereof (collectively, the “Property”), which includes, without limitation, the real property municipally known as 532 Main Street, Powassan, Ontario;
- (b) Costs of this motion; and
- (c) Such further and other Relief as this Honourable Court may seem just.

THE GROUNDS FOR THE MOTION ARE:

**I. Overview**

- a) On June 2, 2025, the Respondent obtained an Order appointing AGI as receiver over the Appellant's assets and Property.
- b) The Order and Endorsement was provided to the parties at 12:51 PM on June 2, 2025.
- c) On June 12, 2025, the Appellant received the Receiver's Notice and Statement under subsections 245(1) and 246(1) of the *Bankruptcy and Insolvency Act*, RSC , 1985, c. B-3.

THE APPELLANT FORMED A BONA FIDE INTENTION TO APPEAL WITHIN THE RELEVANT TIME PERIOD

- d) The Appellant on June 2, 2025 instructed counsel to prepare the appeal against the Order. The counsel for the Appellant prepared the materials and served to the counsel for the Respondent at 1:34 AM on June 13, 2025. The counsel for the Respondent pointed out some errors in the appeal materials, and the counsel for the Appellant upon correcting such errors delivered the amended appeal materials on June 13, 2025.
- e) Accordingly, the intention to appeal the Order was formed within the applicable limitation period.

DELAY OF ONE (1) DAY AND THE EXPLANATION FOR THE DELAY

- f) There was a delay of two (2) hours in serving the erroneous appeal materials by the counsel of the Appellants to the counsel for the Respondent and a delay of one (1) day in filing the amended appeal materials with the court.
- g) This delay is negligible and was caused due to gathering materials and preparation of appeal materials.

PREJUDICE TO THE RESPONDENT CAUSED, PERPETUATED OR EXACERBATED BY THE DELAY

- h) The receiver has not taken any steps except serve their Notice and Statement to the Appellant on June 12, 2025 and as such no prejudice will be caused to the Respondent due to the short delay in filing this motion for leave to appeal.

THE MERITS OF THE APPEAL

- i) There appears to be good reason to doubt the correctness of the Order as the learned judge erred in concluding that it was “just and convenient” to appoint a receiver in the circumstances.
- j) While acknowledging that the appointment of a receiver is an extraordinary remedy, the learned judge failed to consider the disproportionate consequences of the receivership, namely, the significant diminution in the value of the Property which would result in a substantial shortfall, ultimately exposing the Appellant’s sole director to personal liability for the deficiency.
- k) The receivership was premised on alleged defaults under a Forbearance Agreement dated August 14, 2024 (the “Forbearance Agreement”). The learned judge failed to assess the context in which the Agreement—a standard form adhesion contract unilaterally drafted by the Respondent—was entered into, nor did the Court properly apply the doctrine of contra proferentem to resolve any ambiguity in the Agreement’s terms in favour of the Appellant.
- l) The learned judge erred in finding that the Appellant was in default. At all material times, the Appellant made timely payments under the Forbearance Agreement. The alleged defaults cited by the Respondent pertain instead to non-monetary obligations, namely, to maintain the Property in good repair and to operate in compliance with environmental, health and safety laws.
- m) These alleged defaults arose due to circumstances outside the Appellant’s control. In October 2023, the Canadian Mental Health Association – North Bay (CMHA), which governs the Community Homes for Opportunity (CHO) program, unilaterally and unlawfully rescinded the Appellant’s licence to operate the CHO facility at the Property. The Appellant has initiated legal proceedings against CMHA and is actively engaged in negotiations to reinstate the licence.
- n) The learned judge failed to consider that the Property’s value is intrinsically linked to its CHO designation. The fair market value of the Property as a functioning CHO facility—calculated on a per-bed basis—far exceeds its value as mere real estate. A forced sale under receivership would severely impair its realizable value, potentially returning less than 25% of its business value.

- o) Given that the Appellant has remained current on all monetary obligations under the Forbearance Agreement, and has been diligently working to restore the CHO licence in order to preserve the full business value of the Property, the imposition of a receivership at this stage is premature and counterproductive to both parties' interests.
- p) Further, the learned judge failed to consider that under the Forbearance Agreement, the Appellant's sole director is personally liable for any shortfall. By appointing a receiver and forcing a sale of the Property at its diminished value, the Order effectively guarantees a deficiency and unjustly exposes the director to personal liability. The Appellant was not provided with a reasonable opportunity to avoid this outcome by restoring the business's full operational status and value.
- q) The learned judge failed to consider whether less intrusive remedies—such as enhanced reporting obligations, supervision, or temporary forbearance—could have addressed the Respondent's concerns while preserving the going-concern value of the Property.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the Motion:

- r) Affidavit of Kiranjit Dosanjh, sworn on July 07, 2025;
- s) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

June 13, 2025

**SAACHI LAW OFFICE PC**  
Barristers & Solicitors  
4711 Yonge Street, Suite 100053  
Toronto, Ontario M2N 6K8

**Soumya Roop Sanyal (#85678A)**  
soumya@saachilaw.com  
Tel.: (416)856-4837

**Heena Rohra (#85667K)**  
heena@saachilaw.com  
Tel: (416)856-4573

**TO:** **Garfinkle Biderman LLP**  
1 Adelaide Street East Suite 801  
Toronto ON M5C 2V9

**Wendy Greenspoon - Soer (LSO#: 34698L)**  
wgreenspoon@garfinkle.com  
Tel.: (416)869-7615

Lawyers for the Respondent (Plaintiff)  
The Toronto Dominion Bank

**AND TO:** **Albert Gelman Inc.**  
250 Ferrand Drive, Suite 403  
Toronto, ON M3C 3G8

**Mr. Chris Rowe**  
Tel.: (416)504-1650  
[crowe@AlbertGelman.com](mailto:crowe@AlbertGelman.com)

Receiver for Dosanjh Care Inc.

Ontario Court of Appeal Court File No. <sup>56</sup>

Court File No. CV-25-00740567-00CL

*Dosanjh Care Inc.*

v.

*The Toronto Dominion Bank .*

	<p style="text-align: center;"><i>ONTARIO</i></p> <p style="text-align: center;"><b>COURT OF APPEAL</b></p> <p style="text-align: center;"><i>PROCEEDING COMMENCED AT TORONTO, ONTARIO</i></p>
	<p style="text-align: center;">NOTICE OF MOTION TO EXTEND TIME FOR APPEAL</p>
	<p><b>SAACHI LAW OFFICE PC</b> Barristers &amp; Solicitors 4711 Yonge Street, Suite 100053 Toronto, Ontario M2N 6K8</p>
	<p><b>Soumya Roop Sanyal</b> (#85678A) soumya@saachilaw.com Tel.: (416)856-4837</p> <p><b>Heena Rohra</b> (#85667K) heena@saachilaw.com Tel: (416)856-4573</p> <p>Lawyer for the Appellant (Defendant) Dosanjh Care Inc.</p>

# TAB 2

**COURT OF APPEAL FOR ONTARIO**

BETWEEN:

**DOSANJH CARE INC.**

Appellant (Defendant)

-AND-

**THE TORONTO DOMINION BANK**

Respondent (Plaintiff)

AFFIDAVIT OF KIRANJIT DOSANJH

(Sworn on June 13, 2025)

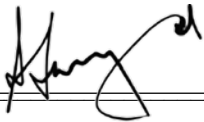
I, Kiranjit Dosanjh, of the City of Toronto in the Province of Ontario, MAKE OATH AND SAY:

1. I am swearing this affidavit in support of the motion to extend the time for Appeal. This motion is filed by the Dosanjh Care Inc., of which I am the Director. As such, I have direct personal knowledge of the matters to which I depose herein. Where the information or belief is derived from other sources, I have identified those sources and believe the information to be true.
2. I state and verily believe that Appellant formed a bona fide intention to appeal within the applicable limitation period of ten (10) days. On June 2, 2025 I instructed my counsel to prepare the appeal against the Order. My counsel prepared the appeal materials and served to the counsel for the Respondent at 1:20 AM on June 13, 2025. The counsel for the Respondent pointed out some errors in the appeal materials, and the counsel for the Appellant upon correcting such errors delivered the amended appeal materials on June 13, 2025.
3. Accordingly, the intention to appeal the Order was formed within the applicable limitation period.

4. I state and verily believe that there was a delay of two (2) hours in serving the erroneous appeal materials by the counsel of the Appellants to the counsel for the Respondent and a delay of one (1) day in filing the amended appeal materials with the court. This delay is negligible and was caused due to gathering materials and preparation of appeal materials.
5. I state and verily believe that the receiver has not taken any steps except serve their Notice and Statement to the Appellant on June 12, 2025 and as such no prejudice will be caused to the Respondent due to the short delay in filing this motion for leave to appeal.
6. I state and verily believe that on June 2, 2025 Honourable Justice J. Steele issued her Endorsement appointing AGI as receiver over the Appellant's assets and Property. Attached herewith as Exhibit "A" is the Endorsement of Honourable Justice J. Steele, dated June 2, 2025.
7. I state and verily believe that on April 11, 2025, the Applicant filed a Statement of Claim bearing Court File No. CV-25-00000073-0000 against Canadian Mental Health Association – North Bay & District. Attached herewith as Exhibit "B" is the Statement of Claim bearing Court File No. CV-25-00000073-0000.
8. I state and verily believe that on June 13, 2025, the Appellant through counsel filed a Notice of Appeal against the Order of Honourable Justice J. Steele issued on June 2, 2025. Attached herewith as Exhibit "C" is the Draft Notice of Appeal filed in the Ontario Court of Appeal on June 13, 2025.
9. I swear this affidavit in connection with the Motion of the Appellant and for no other or improper purpose or delay.

**Sworn or Affirmed before me:** (select one):  in person OR  by video conference  
 by KIRANJIT DOSANJH at the City of Toronto in the Province of Ontario, before me on July 07, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)



---

Signature of Commissioner (or as may be)



---

Kiranjit Dosanjh (Jun 13, 2025 15:56 EDT)

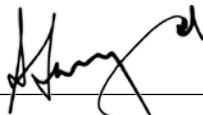
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Signature of Deponent

# EXHIBIT "A"

61

This is Exhibit "A" to the Affidavit of Kiranjit Dosanjh sworn/affirmed before me on July 08, 2025



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COMMISSIONER FOR TAKING AFFIDAVITS



SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST

**ENDORSEMENT**

COURT FILE NO.: \_\_\_\_\_ CV-25-740567-00CL DATE: June 2, 2025

NO. ON LIST: 2

TITLE OF PROCEEDING: The Toronto Dominion Bank vs Dosanjh Care Inc

BEFORE: JUSTICE J. STEELE

**PARTICIPANT INFORMATION**

**For Plaintiff, Applicant, Moving Party:**

Name of Person Appearing	Name of Party	Contact Info
Wendy Greenspoon-Soer	The TD Bank	wgreenspoon@garfinkle.com

**For Defendant, Respondent, Responding Party:**

Name of Person Appearing	Name of Party	Contact Info
Soumya Sanyal	Dosanjh Care Inc	Soumya@saachilaw.com

**For Other, Self-Represented:**

Name of Person Appearing	Name of Party	Contact Info
Bryan Gelman	Proposed Receiver Office	bgelman@albertgelman.com
Chris Rowe	Proposed Receiver Office	crowe@albertgelman.com

[1] TD Bank (the “Bank”) seeks the appointment of a receiver over all of the assets and property of Dosanjh Care Inc.

[2] The parties were before me on May 1, 2025. At that time, the debtor sought a three-month adjournment. I granted a one-month adjournment.

[3] The respondent requested a further adjournment today to seek the license. The Bank opposed the adjournment request given the history of this matter.

[4] Having considered the submissions of the parties, I declined the respondent’s request for a further adjournment.

[5] The parties reappeared before me on May 7, 2025, because the respondent had not been able to secure appropriate insurance for the property. At that time, the parties consented to an interim receivership order, which gave the receiver the power to secure the insurance.

[6] The respondent is indebted to the Bank under a credit facility made available under the terms of a Loan Agreement dated October 14, 2022. The respondent defaulted under the terms of the Loan Agreement in or about June 2024. Demand Letters and Notice of Intention to Enforce Security were served July 12, 2024.

[7] The respondent asked the Bank to forbear enforcement and a Forbearance Agreement was entered into on or about August 14, 2024 (the “Forbearance Agreement”).

[8] The Debtor previously operated as a care home facility under the Community Homes for Opportunity Program. The operation was closed in October 2023 due to an order of North Bay Parry Sound District Health Unit.

[9] The Debtor was trying to obtain a retirement residence license, which it has not yet been able to obtain.

[10] The Forbearance Agreement expired in January 2025, and was extended to February 2025. The Forbearance Termination Date of February 28, 2025, under the Forbearance Agreement, as extended, has now expired.

[11] The defaults relied upon by the Bank include failure to maintain the property in good repair and working condition to carry on the business and failure to operate in compliance with applicable environmental health and safety laws. The non-operation of the respondents continues. The Bank is concerned that any further delays would result in a continued deterioration of the property and the security.

[12] As a term of the Forbearance Agreement, the Borrower consented to an order for the appointment of a receiver in the event of default.

[13] The only issue before me is whether it is just or convenient to appoint a receiver. As set out at para. 21 of the Bank’s factum, there are a number of factors that Courts have historically considered when determining whether it is just or convenient to appoint a receiver.

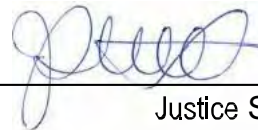
[14] I am satisfied that is just and convenient to appoint a receiver. As noted by the Bank, the security is at risk and a receiver is needed to take control of the property and to determine the best means to remediate it to maximize value for the creditors. The GSA and Standard Charge Terms granted by the respondent<sup>64</sup> provide the Bank with the contractual right to appoint a receiver.

[15] There is no evidence that the license the respondent wishes to obtain is forthcoming.

[16] Although the appointment of a receiver is generally an extraordinary remedy, the extraordinary nature of the remedy is reduced where the applicant is merely seeking to enforce a term of an agreement that was agreed to by both parties: *Elleway Acquisitions Ltd. v. Cruise Professionals Ltd.*, 2013 ONSC 6866, at para. 27.

[17] I also agree with the Bank's submission today that the fact that the respondent consented to the appointment as a term of the Forbearance Agreement is an important factor to be considered. The parties entered into the Forbearance Agreement in good faith. The Bank upheld its part of the bargain. The respondent should be required to do the same.

[18] Order attached.



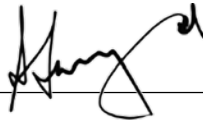
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Justice Steele

Date: June 2, 2025

# EXHIBIT "B"

This is Exhibit "B" to the Affidavit of Kiranjit Dosanjh sworn/affirmed before me on July 08, 2025



---

COMMISSIONER FOR TAKING AFFIDAVITS

Court File No.....

66



**ONTARIO**

**SUPERIOR COURT OF JUSTICE**

BETWEEN:

DOSANJH CARE INC. o/a DOSANJH CARE RESIDENCE Plaintiff

-AND-

CANADIAN MENTAL HEALTH ASSOCIATION – NORTH BAY &  
DISTRICT Defendant

STATEMENT OF CLAIM

TO THE DEFENDANT:

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU BY THE PLAINTIFFS. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the Plaintiff's lawyer or, where the Plaintiff does not have a lawyer, serve it on the Plaintiff, and file it, with proof of service in this court office, **WITHIN TWENTY DAYS** after this Statement of Claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your Statement of Defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend<sup>67</sup> in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your statement of defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

IF YOU PAY THE PLAINTIFF'S CLAIM, and \$500.00 for costs, within the time for serving and filing your statement of defence you may move to have this proceeding dismissed by the court. If you believe the amount claimed for costs is excessive, you may pay the plaintiff's claim and for costs and have the costs assessed by the court.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date: April 10, 2025

Issued by.....Local Registrar

Address of court office: North Bay Courthouse

360 Plouffe Street

North Bay, Ontario P1B 9L5

TO

1. Canadian Mental Health Association – North Bay & District  
Attn.: Mary Davis  
147 McIntyre St W,  
North Bay, ON P1B 2Y6  
Phone: (705) 476-4088

April 10, 2025

**SAACHI LAW OFFICE PC**  
Barristers & Solicitors  
35 Greenfield Ave. Unit 2204

Toronto ON M2N 0L1

68

**Soumya Roop Sanyal** (#85678A)  
soumya@saachilaw.com  
Tel.: (416)856-4837

**Heena Rohra** (#85667K)  
heena@saachilaw.com  
Tel: (416)856-4573

Lawyer for the Plaintiff,  
Dosanjh Care Inc.

## **A. CLAIM AND ORDER SOUGHT**

1. The plaintiff submits that the defendant is in breach of contract. The defendant failed to abide by Community Homes for Opportunity Transfer Payment Agreement (the “Agreement”), an adhesion agreement entered into by the parties. The defendant has summarily issued a notice of termination dated November 1, 2023, based on an unconscionable termination clause contained within the Agreement. In this regard, the plaintiff claims against the defendant as follows:
  - a. A declaration that the defendant has breached its contractual obligations to the plaintiff;
  - b. General Damages for loss of business in the amount of \$3,200,000.00 (three million two hundred thousand dollars);
  - c. Special damages in a sum to be disclosed before trial;
  - d. Aggravated and exemplary damages in the amount of \$200,000.00 (two hundred thousand dollars);
  - e. Pre- and post-judgment interest pursuant to sections 128 and 129 of the *Court of Justice Act*, R.S.O. 1990, c. C-43;
  - f. The legal costs of action on a substantial indemnity basis; together with Harmonized Sales Tax payable pursuant to the *Excise Act*; and
  - g. Any another relief that this Honourable Court deems just.

## **B. PARTIES**

2. The plaintiff, Dosanjh Care Inc. o/a Dosanjh Care Residence ("Dosanjh"), is a corporation duly incorporated under the laws of Ontario. Dosanjh, which was previously called Eide's Home has operated for approximately thirty – five (35) years as a Home for Special Care ("HSC"), under the licensure and authority of the Minister of Health and Long-Term Care, and governed by the *Homes for Special Care Act*, R.S.O. 1990, c. H.12. In 2022, Eide's Home and other HSCs were transitioned to a Community Home for Opportunity ("CHO"), with the defendant serving as the oversight agency. Notably, Dosanjh is one of the very few CHO in the North Bay & District area, operated by a visible minority, providing housing for a maximum of forty (40) residents with special needs.

3. The defendant, Canadian Mental Health Association – North Bay & District ("CMHA") is a registered charity existing under the laws of Canada. CMHA serves as the oversight agency for all CHOs in North Bay & District, including Dosanjh. On September 1, 2022, CMHA entered into the adhesion Agreement with the prior owners of the facility, which contained an unconscionable termination clause. On November 1, 2023, in contravention of the terms of the Agreement, CMHA issued a Notice of Termination. CMHA was materially involved in the negotiation of the adhesion Agreement with the plaintiff, leading to the resultant breach of the Agreement. Throughout the relevant period, CMHA actively participated in, facilitated, and exercised control over its impugned conduct, thereby rendering CMHA liable to the plaintiff for non-liquidated damages arising from breach of contract, as well as for causing stress, anxiety, shock, and mental trauma to the plaintiff and its residents. The actions of the defendant have also necessitated the relocation of thirty-nine (39) individuals with special needs, who have resided at Dosanjh for an extended duration.

### **C. BACKGROUND**

4. The present claim emanates from a Notice of Termination ("Notice") dated November 1, 2023, issued by the defendant to the plaintiff, pursuant to section 12.2(g) of the Agreement for events of a default. Through the Notice, the defendant had suspended the payment of funds beginning as of October 28,

2023; sought to terminate the Agreement by providing a notice period of ninety (90) days.

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Furthermore, the Notice indicates that all current residents of Dosanjh are to be relocated to alternative accommodations.

5. Dosanjh, previously called Eide's Home has been a family-owned small business and a community landmark for over thirty – five (35) plus years in the town of Powassan, Ontario, providing housing and care to individuals with mental health and housing needs. It is owned by Kiranjit Dosanjh (“Ms. Dosanjh”), the Director of the Plaintiff corporation, and is one of the very few CHO in North Bay & District owned and operated by a visible minority. Ms. Dosanjh is a Registered Nurse (RN) with specialization in mental health and has been successfully operating a similar Community Home for Opportunity (CHO) in a different region for over six (6) years. She owns and operates another CHO Home, which also operates under the oversight of CMHA in another jurisdiction, which has consistently received accolades for its high standards of care, cleanliness, and resident satisfaction, and is considered one of the best CHO Homes in the Durham Region.

6. For thirty – five (35) years, Eide's Home previously operated as an HSC under the licensure and authority of the Minister of Health and Long-Term Care, governed by the *Homes for Special Care Act*, R.S.O. 1990, c. H.12.

7. In 2022, Eide's Home and other HSCs were transitioned to a Community Home for Opportunity (“CHO”), with the administration of a maximum of forty (40) beds at the facility being transferred to the defendant as the oversight agency by way of the Agreement dated September 1, 2022. It is pertinent to note that the defendant was newly appointed to oversee the CHO program and required time to familiarize itself with its responsibilities regarding transitioned CHOs like the plaintiff.

8. Dosanjh Care Inc. under the stewardship of Ms. Dosanjh purchased the Eide's Home on January 13, 2023 and renamed it as Dosanjh Care Residence, at which time it was already designated as a CHO.

9. On or about September 28, 2023, the Defendant sent an email to the Plaintiff regarding an alleged incident in which the facility's cook was observed yelling at a couple of residents in the dining area. The Defendant also raised concerns regarding the organization and management of the medication room, which they claimed was in a state of disorder. In response, the Plaintiff communicated its own concerns regarding the Defendant's staff's handling of the medication cart, specifically highlighting deficiencies in their procedures.
10. In or about October 2023, the Defendant reiterated its concerns regarding the handling of the medication cart. At that time, this matter was actively being addressed through the ongoing cooperation of both parties, as it was a shared responsibility—given that the Defendant's nursing staff was responsible for the administration and distribution of medications to residents.
11. Several residents of the facility were smokers, and the Plaintiff had issued multiple written warnings to individual residents regarding violations of the facility's smoking policy. On October 5, 2023, at approximately noon, a minor fire incident occurred due to a resident's failure to adhere to smoking regulations. The Plaintiff promptly informed the Defendant of this incident, following which the Defendant acknowledged the issue and assured the Plaintiff that its nursing staff would take appropriate steps to educate and inform residents about the dangers associated with smoking violations.
12. The Plaintiff continued to raise concerns about persistent violations of the facility's smoking policy by certain residents. The Defendant, in response, advised the Plaintiff to take enforcement measures, including the termination of residency for non-compliant residents, to ensure compliance. By providing such guidance, the Defendant implicitly acknowledged that addressing the smoking issue was beyond the unilateral authority of the Plaintiff and required the Defendant's cooperation and intervention.

13. On October 17, 2023, two nursing staff/social workers affiliated with North Bay Hospital visited the facility. During their visit, they recorded positive observations in the facility's visitor register. One of the workers, Cheryl Brotherson, specifically noted: "*The home is very clean, well-organized, and staff are very helpful. The environment is quite welcoming, and it seems the residents are happy to live here.*"<sup>72</sup>
14. On October 23, 2023, the Defendant directed the North Bay Parry Sound District Health Unit (the "Health Unit") to conduct an inspection of the facility. This request for inspection was strategically timed, as the Defendant was aware that Ms. Dosanjh, a key representative of the Plaintiff, was on vacation and, therefore, unavailable to oversee the inspection. The inspection was carried out by the Health Unit, led by Public Health Officer Melissa Watson ("Ms. Watson"). Notably, no food inspector was included as part of the inspection team.
15. Despite the absence of a food inspector, the Health Unit identified certain infractions, including but not limited to the alleged failure to provide food receipts or invoices. Based on these findings, the Health Unit issued a "Conditional Pass" hazard rating to the facility. It is pertinent to note that the facility had successfully passed all prior inspections without issue.
16. Due to Ms. Dosanjh's temporary unavailability during her vacation, the Defendant did not make any direct attempts to contact her regarding the inspection results. However, all other facility staff remained present, and any necessary communication could have been relayed through them. Notwithstanding this, on October 26, 2023, the Defendant made a unilateral decision to relocate all residents from the facility. Despite the express language in the governing Agreement emphasizing that the residents are central to the relationship between the parties, the Defendant treated them as chattels, disregarding their autonomy and right to meaningful participation in the decision-making process. The residents were not consulted before the relocation decision was made, and their concerns were effectively dismissed as irrelevant by the Defendant.

17. Subsequently, on November 1, 2023, CMHA issued a Notice to the plaintiff, thereby terminating the

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Agreement pursuant to section 12.2 of the Agreement:

**12.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Community Agency may take, at any time, without liability, penalty or costs to the Community Agency, one or more of the following actions:

- (a) initiate any action the Community Agency considers necessary in order to facilitate the successful continuation or completion of the Program;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Community Agency determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (g) upon giving Notice to the Recipient, terminate the Agreement; and
- (h) Arrange alternate housing for Tenants and assist in the transitioning of Tenants to new housing.

18. In response to the “Conditional Pass” hazard rating issued by the Health Unit, the Plaintiff promptly requested a reinspection. This reinspection was conducted on November 20, 2023, and resulted in the facility receiving a “Pass” rating, confirming that any previously identified issues had been rectified.

19. Despite the Plaintiff's proactive measures to address concerns and mitigate any potential deficiencies, the Defendant persisted in pursuing a baseless and procedurally flawed termination process. The facility's residents, all of whom are at-risk individuals, expressed significant distress and fear regarding their forced relocation. Multiple residents attempted to contact the Defendant to voice their concerns; however, the Defendant obstructed their efforts, asserting that they lacked locus standi in the proceedings and were therefore not entitled to participate in discussions regarding their own residency status.

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### **ADHESION CONTRACT**

20. The contractual relationship between the plaintiff and the defendant is delineated in the Agreement. For the purposes of this claim and all relevant proceedings, the Agreement, along with the Notice, and all communications (including emails, mail, messages, etc.) exchanged between the plaintiff and the defendant and its agents, as well as interactions with the residents, shall collectively constitute the entire scope of the contract (collectively the "Contract").
21. The Plaintiff originally operated as an HSC, but was coerced into entering the Agreement when, in 2022, the Plaintiff and other HSCs were transitioned to a CHO, with the Defendant acting as the oversight agency. The Plaintiff had no viable alternative but to enter into the Agreement to continue operating as a care home, as failure to do so would have resulted in the loss of a long-standing business that had been in operation for thirty-five (35) years—a business which Ms. Dosanjh had acquired and had only been running for nine (9) months at the time. Ms. Dosanjh had no power to negotiate or modify the Agreement, rendering her position untenable. A serious issue arises as to whether Ms. Dosanjh was forced into an improvident bargain. This is particularly evident as a business which was operating successfully for over thirty – five (35) years, is now being forced to shut down on 90 days' notice.

22. Therefore, while the Plaintiff may rely on the Agreement to protect its rights, it is not bound by the unconscionable termination clause contained therein. The termination clause is void due to unconscionability, as it unfairly alters the rights, liabilities, or legal positions of the parties beyond what was originally agreed upon, introduces uncertainty into previously established terms, and prejudices the Plaintiff by imposing an unfair and oppressive contractual burden.

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## **BREACH OF CONTRACT**

23. The Defendant has alleged an Event of Default pursuant to section 12.1 of the Agreement and has consequently terminated the Agreement with the Plaintiff. It is important to note that a temporary hazard rating of "Conditional Pass" following an inspection does not satisfy the criteria for an Event of Default under section 12.1 of the Agreement. Furthermore, the minor issues cited in the inspection were promptly addressed, leading to a revised "Pass" rating upon reinspection within one month.

24. Section 12.2 of the Agreement provides the Defendant with multiple remedial options upon the occurrence of an Event of Default. Despite having several conciliatory measures at its disposal, such as affording the Plaintiff an opportunity to remedy the alleged default, the Defendant elected to terminate the Agreement pursuant to section 12.2(g). The issuance of the termination notice on November 1, 2023, was executed in contravention of section 12 of the Agreement, as it failed to adhere to the contractual processes designed to ensure fairness and procedural integrity.

25. While the Agreement permits termination with notice, the termination letter issued by the Defendant failed to provide the Plaintiff with any opportunity to rectify the alleged Event of Default or to invoke the dispute resolution mechanism outlined in section 13. This raises significant concerns regarding the transparency and fairness of the Defendant's decision-making process. By failing to afford the Plaintiff an opportunity to address any purported breaches, the Defendant has materially breached the Agreement. The lack of communication from the Defendant regarding any concerns that could potentially lead to premature termination deprived the Plaintiff of a fair and reasonable opportunity to

remedy any alleged issues. This conduct is inconsistent with the principles of good faith and fair dealing, which are fundamental to contractual relationships. The Defendant has demonstrably failed to uphold transparency and procedural fairness in its actions.

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26. The Plaintiff asserts that there have been no "*repeated failures... to meet the minimum required CHO standards,*" as alleged by the Defendant. The Defendant's actions constitute a breach of section 12.1 of the Agreement, as it failed to conduct a thorough and objective assessment of any alleged breaches before proceeding with termination. Specifically, the Defendant neglected to provide clear evidence or a reasoned justification for its claim that an Event of Default had occurred. The Defendant's reliance on an unsupported and procedurally flawed assertion of default constitutes a fundamental breach of the Agreement and has caused the Plaintiff significant and irreparable harm.
27. Additionally, the defendant failed to afford the plaintiff the opportunity to remedy any purported Event of Default, contrary to clause 12.2(b) of the Agreement. Despite the establishment of a Compliance Plan with a deadline of November 1, 2024, the defendant took actions that effectively precluded the plaintiff from fully implementing this plan. By neglecting to communicate any new requirements that would lead to the cancellation of the Agreement and subsequent funding or licenses, CMHA deprived Dosanjh of the opportunity to remedy any issues prior to the imposition of drastic measures. The defendant's failure to engage the plaintiff in good faith discussions and communicate openly constituted an unconscionable failure to provide the plaintiff with a chance to remedy any purported breaches prior to termination.
28. Clause 8.1 of the Agreement delineates the indemnification obligations of the plaintiff, wherein the plaintiff covenants to indemnify and hold harmless the defendant, among others, from any liabilities, costs, damages, and expenses arising out of or in connection with the program. However, the defendant has failed to fulfil its reciprocal obligations under the Agreement, particularly regarding the defendant's duty to act in good faith and refrain from imposing unreasonable demands on the plaintiff,

which should have encompassed fair and reasonable terms of cooperation. Notwithstanding the plaintiff's adherence to the Compliance Plan and ongoing collaborative efforts, the defendant<sup>77</sup> unilaterally terminated the Agreement.

29. By disregarding these good-faith efforts and imposing conditions detrimental to the plaintiff's sustainability, the defendant's actions have not only jeopardized the financial stability of the plaintiff but have also impaired its capacity to provide the essential services mandated by the Program. The premature issuance of the termination notice undermined the cooperation anticipated under Clause 8.4 and failed to uphold the plaintiff's indemnity rights as articulated in Clause 8.1, ultimately compromising the viability of the plaintiff and the welfare of its vulnerable residents.

30. Accordingly, the defendant's actions constitute a breach of Clauses 8.1 and 8.4 of the Agreement, as the defendant has failed to honour its obligations by imposing unsustainable conditions, neglecting reasonable collaboration, and directly jeopardizing the plaintiff's continued operation, thereby detrimentally affecting the Program's intended beneficiaries. The Agreement explicitly provides that indemnification shall not apply in instances where the liability, costs, or damages arise from the negligence or wilful misconduct of the defendant. The plaintiff contends that the defendant, through its actions, including directives issued under the current interim leadership, has engaged in overreach, negligence, and potential wilful misconduct. These actions have directly resulted in significant financial losses for the plaintiff and have exposed the plaintiff to liabilities and substantial costs, in addition to anticipated future costs, as the plaintiff navigates the wind-down of its operations, which have been adversely affected by the wrongful conduct of the defendant.

31. The defendant has breached its obligations under Clause 13.1 of the Agreement by failing to engage in a cooperative dispute resolution process as mandated by the Agreement. The plaintiff has made multiple attempts to initiate discussions with the defendant to amicably resolve the ongoing issues, specifically by involving the Ontario Homes for Special Needs Association ("OHSNA"). However,

the defendant's uncooperative stance has obstructed meaningful dialogue, thereby violating the spirit of collaboration required under the Agreement. This lack of cooperation not only undermines the contractual relationship but also deprives the plaintiff of the opportunity to effectively address and remedy the grievances, which contradicts the intent of the Agreement to promote resolution through collaboration.

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32. Furthermore, the defendant has failed to adhere to the procedural steps outlined regarding dispute resolution. In instances where the parties are unable to resolve disputes through mutual efforts, the Agreement explicitly stipulates that the executive director/CEO of the defendant and the plaintiff may jointly write to the “Manager of Housing Forensic Mental Health and Community Services at the Ministry of Health” for assistance. Despite the plaintiff's clear intent to follow this process, the defendant has not only refused to participate in a joint letter but has also neglected to provide the necessary cooperation for resolving the dispute through the Ministry of Health. This refusal to engage in the prescribed dispute resolution process has exacerbated the situation, leaving the plaintiff without a viable pathway to address its concerns and effectively remedy any alleged deficiencies.

### **DISPLACEMENT OF INCAPACITATED RESIDENTS**

33. The defendant has failed to consider the best interests of the residents currently housed at the facility. The defendant has a duty of care to the vulnerable residents under its mandate to ensure their well-being. The decision to relocate the residents without adequately considering the mental health consequences could be interpreted as a failure to fulfil this duty.

34. The *Human Rights Code*, R.S.O. 1990, c. H.19, provides protections for residents in facilities such as that of the plaintiff. The forced relocation of vulnerable residents, particularly those with mental health issues, could potentially infringe upon their right to adequate housing. The defendant's actions are inconsistent with the spirit and purpose of Ontario's housing and health care programs, which prioritize stability and well-being for marginalized groups.

35. The termination raises significant concerns regarding the mental health and well-being of the residents, as their relocation may induce considerable disruption to their lives and adversely affect their health.

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36. The closure of the plaintiff's facility would eliminate a critical housing resource in Powassan, thereby contributing to an ongoing housing crisis in the area, particularly impacting individuals with mental health conditions.

37. The relocation process could be prolonged due to the scarcity of available CHO homes, further exacerbating the housing shortage and negatively affecting the residents.

### **LOSS OF BUSINESS AND GENERAL DAMAGES**

38. The plaintiff has suffered and will continue to suffer significant financial losses as a direct result of the defendant's breach of the Agreement and the subsequent issuance of the Notice. The abrupt termination of the Agreement, executed without providing a valid reason or adhering to the required procedures, has disrupted the operational stability of the plaintiff. Consequently, the plaintiff's business has been unceremoniously closed which imposed unanticipated financial strain upon the plaintiff. The impact of this termination has diminished the plaintiff's revenue stream and has resulted in complete closure of the business and the facility leading to a total loss of the investment made by the plaintiff. The plaintiff seeks unliquidated damages for these losses, including lost profits, additional expenses incurred due to the sudden cessation of funding, and any foreseeable losses stemming from this breach, amounting to damages that are both quantifiable and substantial.

39. In addition to the direct financial implications, the plaintiff has also suffered reputational harm due to the defendant's actions. The termination of the Agreement without proper justification or the opportunity for the plaintiff to remedy alleged defaults has raised concerns among stakeholders, residents, and the broader community regarding the viability of the facility. The plaintiff's reputation, which is crucial for securing future funding and maintaining partnerships, has been adversely affected,

resulting in diminished trust from current and prospective clients. The plaintiff asserts that these reputational damages, combined with the economic losses incurred, warrant significant general damages to restore the plaintiff's standing and mitigate the long-term effects of the defendant's breach.

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## **MORAL AND AGGRAVATED DAMAGES**

40. The conduct of the defendant in coercing the plaintiff to enter into an adhesion agreement, subsequently breaching the Agreement, and terminating it—thereby leading to the eventual closure of the plaintiff's facility and the displacement of thirty - eight (38) incapacitated individuals—is highly egregious and has caused significant mental stress and anxiety. The termination of the Agreement has not only jeopardized the operational integrity of the facility but has also instigated considerable anxiety and uncertainty among its residents. The abrupt decision to terminate funding, without providing an opportunity for remediation or clear communication, has fostered a pervasive atmosphere of fear and instability. This situation has been further exacerbated by the impending possibility of relocating residents, which can have devastating psychological effects on individuals already vulnerable due to their circumstances. The moral damages sustained extend beyond mere financial loss; they encompass the emotional turmoil inflicted upon residents who face disruption in their living environment and the anxiety stemming from uncertainty about their future. Without limiting the generality of the foregoing, the plaintiff continues to suffer anxiety, depression, and psychological conditions arising from the unlawful conduct of the defendants.

41. The potential relocation of residents due to the defendant's actions could severely impact their mental and emotional well-being. Many residents of the plaintiff's facility have established routines, social connections, and support systems within the community, all of which are jeopardized by the threat of displacement. The prospect of moving to a new facility can evoke feelings of insecurity, loss, and trauma, particularly for those who have faced significant life challenges. The defendant's failure to act in accordance with the provisions of the Agreement has not only caused financial harm but also

inflicted moral injuries on the residents and their families, who now face upheaval and uncertainty.

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By reason of the facts set out herein, and particularly the egregious and contemptuous conduct of the defendants, the plaintiff claims exemplary, aggravated, and moral damages for the defendants' breach, bad faith, and unfair dealing practices.

## Statutes

42. *Homes for Special Care Act*, R.S.O. 1990, c. H.12, as amended, *Human Rights Code*, R.S.O. 1990, c.

H.19. as amended, *Courts of Justice Act*, R.S.O 1990, c. C. 43

43. The Plaintiff proposes that this matter be tried in North Bay, Ontario as that is where the cause of action primarily took place.

April 10, 2025

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Lawyer for the Plaintiff,  
Dosanjh Care Inc.

Court File No.: .....

*Dosanjh Care Inc.*

v.

*Canadian Mental Health Association – North Bay & District*

*ONTARIO*

**SUPERIOR COURT OF JUSTICE**

*PROCEEDING COMMENCED AT NORTH BAY*

**STATEMENT OF CLAIM**

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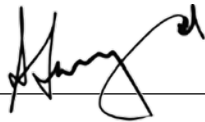
**Heena Rohra (#85667K)**

heena@saachilaw.com  
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Lawyer for the Plaintiff,  
Dosanjh Care Inc.

# EXHIBIT "C"

This is Exhibit "C" to the Affidavit of Kiranjit Dosanjh sworn/affirmed before me on July 08, 2025



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COMMISSIONER FOR TAKING AFFIDAVITS

**COURT OF APPEAL FOR ONTARIO**

BETWEEN:

**DOSANJH CARE INC.**

Appellant (Defendant)

-AND-

**THE TORONTO DOMINION BANK**

Respondent (Plaintiff)

**NOTICE OF APPEAL**

TAKE NOTICE that the Appellant, Dosanjh Care Inc. appeals to the Court of Appeal from the Order of the Honourable Justice J. Steele dated June 2, 2025 (the "Order"), to be heard as directed by the Registrar.

**THE APPELLANT REQUESTS:**

- (a) An Order setting aside the Order of the Honourable Justice J. Steele, dated June 2, 2025 (the "Order"), appointing Albert Gelman Inc. ("AGI") as receiver, without security, over all of the assets, undertakings, and properties of the Appellant, acquired for, or used in relation to, the business carried on by the Appellant, including all proceeds thereof (collectively, the "Property"), which includes, without limitation, the real property municipally known as 532 Main Street, Powassan, Ontario;
- (b) Costs of this motion; and
- (c) Such further and other Relief as this Honourable Court may seem just.

**THE GROUNDS FOR THE APPEAL ARE:**

- a) Section 193(c) of the Bankruptcy and Insolvency Act, RSC , 1985, c. B-3;
- b) Section 13 of the Companies' Creditors Arrangement Act, R.S.C 1985, c. C-36;

## I. Overview

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- c) On June 2, 2025, the Respondent obtained an Order appointing AGI as receiver over the Appellant's assets and Property.
- d) On June 12, 2025, the Appellant received the Receiver's Notice and Statement under subsections 245(1) and 246(1) of the *Bankruptcy and Insolvency Act*, RSC, 1985, c. B-3.
- e) There appears to be good reason to doubt the correctness of the Order as the learned judge erred in concluding that it was "just and convenient" to appoint a receiver in the circumstances.
- f) While acknowledging that the appointment of a receiver is an extraordinary remedy, the learned judge failed to consider the disproportionate consequences of the receivership, namely, the significant diminution in the value of the Property which would result in a substantial shortfall, ultimately exposing the Appellant's sole director to personal liability for the deficiency.
- g) The receivership was premised on alleged defaults under a Forbearance Agreement dated August 14, 2024 (the "Forbearance Agreement"). The learned judge failed to assess the context in which the Agreement—a standard form adhesion contract unilaterally drafted by the Respondent—was entered into, nor did the Court properly apply the doctrine of *contra proferentem* to resolve any ambiguity in the Agreement's terms in favour of the Appellant.
- h) The learned judge erred in finding that the Appellant was in default. At all material times, the Appellant made timely payments under the Forbearance Agreement. The alleged defaults cited by the Respondent pertain instead to non-monetary obligations, namely, to maintain the Property in good repair and to operate in compliance with environmental, health and safety laws.
- i) These alleged defaults arose due to circumstances outside the Appellant's control. In October 2023, the Canadian Mental Health Association – North Bay (CMHA), which governs the Community Homes for Opportunity (CHO) program, unilaterally and unlawfully rescinded the Appellant's licence to operate the CHO facility at the Property. The Appellant has initiated legal proceedings against CMHA and is actively engaged in negotiations to reinstate the licence.

- j) The learned judge failed to consider that the Property's value is intrinsically linked to its CHO designation. The fair market value of the Property as a functioning CHO facility—calculated on a per-bed basis—far exceeds its value as mere real estate. A forced sale under receivership would severely impair its realizable value, potentially returning less than 25% of its business value.
- k) Given that the Appellant has remained current on all monetary obligations under the Forbearance Agreement, and has been diligently working to restore the CHO licence in order to preserve the full business value of the Property, the imposition of a receivership at this stage is premature and counterproductive to both parties' interests.
- l) Further, the learned judge failed to consider that under the Forbearance Agreement, the Appellant's sole director is personally liable for any shortfall. By appointing a receiver and forcing a sale of the Property at its diminished value, the Order effectively guarantees a deficiency and unjustly exposes the director to personal liability. The Appellant was not provided with a reasonable opportunity to avoid this outcome by restoring the business's full operational status and value.
- m) The learned judge failed to consider whether less intrusive remedies—such as enhanced reporting obligations, supervision, or temporary forbearance—could have addressed the Respondent's concerns while preserving the going-concern value of the Property.

#### STAY OF THE ORDER

- n) It is in the interests of justice to stay the effect of the Order pending the outcome of the Appellant's appeal, so as to preserve the status quo and avoid rendering the appeal infructuous;
- o) The Order, by appointing a receiver, effectively bars the Appellant from continuing its negotiations with the CMHA – North Bay and from taking steps necessary to reinstate its operational licence, thereby undermining its business recovery efforts.
- p) The Order further restricts the Appellant from actively prosecuting its pending civil action against CMHA – North Bay, from whom the Appellant seeks damages for the unlawful revocation of its CHO licence. The Appellant's ability to litigate its claim is frustrated by the receivership.

- q) There is a reasonable prospect that the appeal will be allowed, as the Order raises important legal questions concerning the appointment of receivers over healthcare-related residential properties, and the proper exercise of discretion where such an appointment may irreversibly affect vulnerable populations and ongoing regulatory disputes.
- r) The appeal raises novel and significant legal issues, including whether the extraordinary remedy of receivership should be granted in circumstances where (i) the alleged defaults are non-monetary, (ii) the Appellant is compliant with its financial obligations, and (iii) the receivership obstructs access to justice by preventing a litigant from prosecuting its legitimate claims in another court.
- s) The Appellant will be irreparably prejudiced by being denied access to the courts in its civil action against CMHA – North Bay. The Appellant's pending Statement of Claim—filed in good faith and seeking damages for the improper revocation of its licence—constitutes a significant potential source of recovery and a material asset. The Order interferes with the Appellant's ability to pursue and control that litigation, contrary to the principles of access to justice and procedural fairness.

THE BASIS OF THE APPELLATE COURTS JURISDICTION IS:

- a) Section 193(c) of the Bankruptcy and Insolvency Act, RSC , 1985, c. B-3;
- b) The Order is final.
- c) Leave to appeal is not required under Section 193(c) of the Bankruptcy and Insolvency Act, RSC , 1985, c. B-3.

June 12, 2025

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Lawyers for the Respondent (Plaintiff)  
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Receiver for Dosanjh Care Inc.

Ontario Court of Appeal Court File No. <sup>89</sup>

Court File No. CV-25-00740567-00CL

*Dosanjh Care Inc.*

v.

*The Toronto Dominion Bank .*

	<p style="text-align: center;"><i>ONTARIO</i></p> <p style="text-align: center;"><b>COURT OF APPEAL</b></p> <p style="text-align: center;"><i>PROCEEDING COMMENCED AT TORONTO, ONTARIO</i></p>
	<p style="text-align: center;">NOTICE OF APPEAL</p>
	<p><b>SAACHI LAW OFFICE PC</b> Barristers &amp; Solicitors 4711 Yonge Street, Suite 100053 Toronto, Ontario M2N 6K8</p> <p><b>Soumya Roop Sanyal</b> (#85678A) soumya@saachilaw.com Tel.: (416)856-4837</p> <p><b>Heena Rohra</b> (#85667K) heena@saachilaw.com Tel: (416)856-4573</p> <p>Lawyer for the Appellant (Defendant) Dosanjh Care Inc.</p>

Court File No. CV-25-00740567-00CL

*Dosanjh Care Inc.*

v.

*The Toronto Dominion Bank .*

	<p style="text-align: center;"><i>ONTARIO</i></p> <p style="text-align: center;"><b>COURT OF APPEAL</b></p> <p style="text-align: center;"><i>PROCEEDING COMMENCED AT TORONTO, ONTARIO</i></p>
	<p style="text-align: center;">AFFIDAVIT OF KIRANJIT</p> <p style="text-align: center;">DOSANJH (Sworn on July 08, 2025)</p>
	<p><b>SAACHI LAW OFFICE PC</b> Barristers &amp; Solicitors 4711 Yonge Street, Suite 100053 Toronto, Ontario M2N 6K8</p> <p><b>Soumya Roop Sanyal (#85678A)</b> soumya@saachilaw.com Tel.: (416)856-4837</p> <p><b>Heena Rohra (#85667K)</b> heena@saachilaw.com Tel: (416)856-4573</p> <p>Lawyer for the Appellant (Defendant) Dosanjh Care Inc.</p>

*Dosanjh Care Inc.*

v.

*The Toronto Dominion Bank .*

	<p style="text-align: center;"><i>ONTARIO</i></p> <p style="text-align: center;"><b>COURT OF APPEAL</b></p> <p style="text-align: center;"><i>PROCEEDING COMMENCED AT TORONTO, ONTARIO</i></p>
	<p style="text-align: center;">MOTION RECORD</p>
	<p><b>SAACHI LAW OFFICE PC</b> Barristers &amp; Solicitors 4711 Yonge Street, Suite 100053 Toronto, Ontario M2N 6K8</p> <p><b>Soumya Roop Sanyal (#85678A)</b> soumya@saachilaw.com Tel.: (416)856-4837</p> <p><b>Heena Rohra (#85667K)</b> heena@saachilaw.com Tel: (416)856-4573</p> <p>Lawyer for the Appellant (Defendant) Dosanjh Care Inc.</p>

**TAB 6**

**From:** Soumya Roop Sanyal <soumya@saachilaw.com>  
**Sent:** June 30, 2025 10:58 PM  
**To:** coa.e-file@ontario.ca  
**Cc:** Heena Rohra; Wendy Greenspoon; crowe@albertgelman.com; Alexander Hora  
**Subject:** Re: Filing – Notice of Appeal in The Toronto Dominion Bank v. Dosanjh Care Inc.  
**Attachments:** Appellant's Certificate Dosanjh Care Inc..pdf; MPMR 13JUN2025 (1).pdf; 06132025 Notice of Appeal against receivership order (2).pdf; TD Bank vs Dosanjh Care Inc CV-25-740567 - Endorsement 02JUN2025 (1).pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning,

As per our telephonic conversation with Christina (who was advised by her supervisor Sarah) from the intake office, we were advised that our Notice of Appeal falls under the Commercial List and we therefore have one month from the date of endorsement to file a Notice of Appeal. We were also advised that we should send another email with only the Notice of Appeal and without the Motion to extend time for appeal as that motion is not required since we are within the time frame.

In light of this, please find attached the Notice of Appeal, the Form 61C and The Endorsement dated June 2, 2025.

Kindly confirm receipt of this email.

Thank You. Kind Regards.  
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On Fri, Jun 13, 2025 at 4:04 PM Soumya Roop Sanyal <[soumya@saachilaw.com](mailto:soumya@saachilaw.com)> wrote:  
Good Afternoon,

We have been advised by counsel for the Respondents to clarify the filing materials due to multiple submission emails.

Please note that two emails were sent—one containing the Notice of Motion and one without. For clarity and accuracy, kindly treat this email as the correct and final filing.

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For filing and service purposes, we are submitting the following documents:

Motion Record to Extend Time for Appeal  
Notice of Appeal;  
Order of the Honourable Justice , dated June 2, 2025.

We request that you confirm receipt and provide filing confirmation at your earliest convenience.

Thank You. Kind Regards.  
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Email: [soumya@saachilaw.com](mailto:soumya@saachilaw.com)  
Website: [www.saachilaw.com](http://www.saachilaw.com)

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On Fri, Jun 13, 2025 at 2:39 PM Soumya Roop Sanyal <[soumya@saachilaw.com](mailto:soumya@saachilaw.com)> wrote:  
Good Afternoon,

We act for the Appellant, Dosanjh Care Inc., in the above-captioned matter. Please find attached the Notice of Appeal from the Order of the Honourable Justice of the Superior Court of Justice (Ontario), dated June 2, 2025.

For filing and service purposes, we are submitting the following documents:

1. Notice of Motion for Extend Time for Appeal
2. Notice of Appeal;
3. Order of the Honourable Justice , dated June 2, 2025.

We request that you confirm receipt and provide filing confirmation at your earliest convenience.

This email also constitutes service of the above documents on the following counsel of record:

All counsel have been copied on this correspondence, and service has been effected via email today, June 13, 2025, at 01:20 AM.

95

Thank You. Kind Regards.

**Soumya Roop Sanyal**

Barrister & Solicitor

Saachi Law Office PC

4711 Yonge St., Unit 10053

Toronto ON M2N 6K8

Cell: (416) 856-4837

Email: [soumya@saachilaw.com](mailto:soumya@saachilaw.com)

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**TAB 7**

**From:** Soumya Roop Sanyal <soumya@saachilaw.com>  
**Sent:** June 13, 2025 4:05 PM  
**To:** coa.e-file@ontario.ca  
**Cc:** Heena Rohra; Wendy Greenspoon; crowe@albertgelman.com; Alexander Hora  
**Subject:** Re: Filing – Notice of Appeal in The Toronto Dominion Bank v. Dosanjh Care Inc.  
**Attachments:** 06132025 Notice of Appeal against receivership order.pdf; TD Bank vs Dosanjh Care Inc CV-25-740567 - Endorsement 02JUN2025.pdf; MPMR 13JUN2025.pdf

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon,

We have been advised by counsel for the Respondents to clarify the filing materials due to multiple submission emails.

Please note that two emails were sent—one containing the Notice of Motion and one without. For clarity and accuracy, kindly treat this email as the correct and final filing.

For filing and service purposes, we are submitting the following documents:

Motion Record to Extend Time for Appeal  
Notice of Appeal;  
Order of the Honourable Justice , dated June 2, 2025.

We request that you confirm receipt and provide filing confirmation at your earliest convenience.

Thank You. Kind Regards.  
**Soumya Roop Sanyal**  
Barrister & Solicitor  
Saachi Law Office PC  
4711 Yonge St., Unit 10053  
Toronto ON M2N 6K8  
Cell: (416) 856-4837  
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**Soumya Roop Sanyal**  
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**THE TORONTO DOMINION BANK**  
Applicant (Respondent) / Moving Party

and

**DOSANJH CARE INC.**  
Respondent (Appellant) / Responding Party

Ontario Court of Appeal File No. COA-25-CV-1005  
Ontario Superior Court of Justice File No. CV-25-  
00740567-00CL

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**COURT OF APPEAL FOR ONTARIO**

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**MOTION RECORD OF THE APPLICANT  
(RESPONDENT) / MOVING PARTY  
(MOTION FOR DIRECTION)**

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**Garfinkle Biderman LLP**

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Lawyers for the Applicant (Respondent) / Moving  
Party