SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

COUNSEL SLIP / ENDORSEMENT

COURT FILE NO.: CV-25-00740567-00CL **DATE:** July 09, 2026

REGISTRAR: Jane Clark

NO. ON LIST: 01

TITLE OF PROCEEDING: THE TORONTO-DOMINION BANK

v. DOSANJH CARE INC.

BEFORE: JUSTICE FL MYERS

PARTICIPANT INFORMATION

For Plaintiff, Applicant / Moving Party:

Name of Person Appearing	Name of Party	Contact Info
Summer Xia	Toronto Dominion Bank	sxia@garfinkle.com

For Defendant, Respondent, Responding Party, Defence:

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
Tom McElroy	Proposed Receiver Office	tmcelroy@albertgelman.com
Chris Rowe	Proposed Receiver Office	crowe@albertgelman.com
Harvey Chaiton	Proposed Receiver Office	harvey@chaitons.com for receiver

ENDORSEMENT OF JUSTICE FL MYERS:

1. The Receiver seeks approval of the proposed sale of the debtor's property. If approved, it seeks approval of a distribution to pay priority claims and a part of the secured claim of the Applicant. Then it seeks its discharge and ancillary approvals associated with that order.
2. Mr. Sanyal appears on behalf of the debtor or, actually, the owner of the debtor, as guarantor of the debtor's debt. He submits, based on his late-breaking client affidavit, that the sale proposed by the Receiver is not value-maximizing. Ms. Dosanjh puts forward an appraisal from 2022 that valued the going concern business then being operated at the mortgaged property at $3.28 million.
3. The Receiver and the appraisal on which it relies do not attribute value to the former business operated by the debtor on the property. The business was closed by governmental order for health reasons almost two years before the Receiver was appointed. The debtor is essentially asking the secured creditor to invest in opening a business at the site to try to improve the value of the property.
4. Creditors are not required to make extraordinary investments in property held as secured collateral prior to liquidation. Nothing precluded Ms. Dosanjh from proposing to fund a new business at the site. Or, better still, if she could convince someone else that the property was grossly under-valued because a business could readily be opened there to produce a higher value, then she could have bid on the land with the backing of others who agreed with her. If the business is worth $1.9 million as she postulates, she could have doubled the bids received by the Receiver and bought the land for hundreds of thousands of dollars below her attributed value.
5. The marketplace did not agree with Ms. Dosanjh, however. Over a listing period of six months, 21 interested parties led to six bids from four people. None was for more than the appraised land value except the one accepted by the Receiver. The Receiver took the best offer made.

6. Mr. Sanyal also raises a concern about the Receiver having terminated the litigation purportedly commenced by the debtor against the government in relation to the loss of its license. The Receiver advises that it saw little likelihood of recovery in the litigation sufficient to justify it spending money on continuing. While Ms. Dosanjh says she wanted the litigation to continue, she did not offer to fund it or to buy the cause of action.

7. Of even greater importance, the litigation was commenced after the Receiver was appointed. At that time only the Receiver had the authority to litigate in the name of the debtor. (See para. 3 (i) of the order made by Steele J. dated June 2, 2025 and then the final words of para. 3 that follow para. 3 (s)).

8. Ms. Dosanjh and the board of directors of the debtor had no authority to instruct counsel to commence the litigation and it was rightly terminated as required under Rule 15.02 of the *Rules of Civil Procedure*. Whether the debtor can obtain the cause of action and try again after the discharge of the Receiver remains to be seen.

9. It is not necessary or appropriate for the Applicant to have to await realization while the debtor tries to prosecute litigation against the government to get its license back and then fund the upgrades to the building needed to meet health and safety standards for a health care facility and then fund a business on site. Ms. Dosanjh is not proposing even to pay interest in the interim to try to limit ongoing erosion of the Applicant's position while all those steps are attempted. It is commercially reasonable, by contrast, for the Receiver to take the property of the debtor and try to sell it as is. If a very minor or quick upgrade were available that could have very material affect on the price, a receiver could be called upon to at least exercise its business judgment to consider whether that kind of an investment might be worthwhile. But Mr. Sanyal provides no precedent for requiring a receiver or a secured creditor to litigate and then commence a business on property prior to liquidating it.

10. I am satisfied that the property was exposed to the marketplace and marketed sufficiently to attract the best offers available. The process of MLS marketing was

fair and was conducted with integrity. There is no basis to question the Receiver's judgment that the sale should proceed under the agreement it negotiated.

11. The Receiver's report lays out its activities comprehensively. They are reasonable and I approve them accordingly. So too the Receiver's R&D.

12. The fees claimed are supported by affidavits. The rates charged are within market. The hours expended are reasonable. I therefore approve the fees and disbursements of the Receiver and its counsel as sought.

13. The Receiver has confirmed with the CRA that there is no HST or employee withholdings arrears. The business was not an HST paying entity. As it was shut down two years ago, there are no employee issues remaining. Therefore. although Ms. Dosanjh did not cooperate and provide records to the Receiver as required, there is no need to go further. Paying municipal tax arrears, the Receiver's borrowings, the Receiver's fees and disbursements will not leave enough left to pay the Applicant in full. The Receiver should proceed with these distributions and then it is done.

14. I sign the discharge order as sought given that there is nothing left to do but to close the sale and distribute the funds according to priorities.

15. There is a public interest in protecting the integrity of the Receiver's sale process. If the details in the confidential appendices to the Receiver's Report were to be made public, the Receiver's valuation and price tolerance would be known. If, for any reason, the sale approved today does not close, having this information available to the public would prejudice and skew the fairness of the next sale effort. There is no significant harm to the public interest in Open Courts to briefly seal the confidential exhibits for a few days until closing or a few weeks until a new sale process is completed.

16. Orders signed as asked.

FL Myers J.

Justice FL Myers

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