

[3] For the reasons discussed below, I find that 104 Canada failed to comply with the two court orders upon which 195 Ontario relies. Based on those failures, in combination, the relief requested is granted; the action is dismissed.

The Relationships Between the Parties

[4] 104 Canada carried on business as an eye care clinic and vendor of eyewear. The registered office for 104 Canada is Unit 10, 2450 Lancaster Road in Ottawa, Ontario. Melkon Kechichian is the sole director of 104 Canada. He is the son of the individual defendant, Antranik Kechichian. For ease of reference, in this ruling, I refer to the father and son by their respective first names.

[5] Optical Vision also carried on business as an eye care clinic and vendor of eyewear. The registered office for Optical Vision is Unit 10, 2450 Lancaster Road, in Ottawa, Ontario. Antranik is an officer and director of Optical Vision.

[6] 195 Ontario is the mortgagee of Units 6 to 10, 2450 Lancaster Road (“the Property”).

[7] In April 2018, 104 Canada and Optical Vision entered into a lease agreement. Optical Vision agreed to lease the Property to 104 Canada for a term of ten years. The gross rent was \$42,000 per year. The lease agreement stipulated that 104 Canada would operate a “boutique style eye care clinic and eyewear dispensary.”

[8] In 2019, 195 Ontario commenced proceedings against Antranik and Optical Vision (Court file no. CV-19-81579). In 2021, 195 Ontario was successful on a motion for summary judgment in that proceeding. Pursuant to the judgment of Mew J., dated May 19, 2021, Antranik and Optical Vision were ordered to pay to 195 Ontario damages in the amount of \$936,243.28, plus postjudgment interest at the rate of two (2) percent per year (“the 2021 judgment”).

[9] In addition, Mew J. ordered Antranik and Optical Vision to deliver vacant possession of the Property to 195 Ontario.

[10] 195 Ontario took steps to enforce the 2021 judgment. Those steps included delivery to 104 Canada, on January 12, 2022, of a notice to vacate the Property. On January 20, 2022, 195 Canada took possession of the Property. In response, 104 Canada commenced this action. When the action was commenced, 104 Canada was represented by Merovitz Potechin LLP.

Chronology of the Proceeding

[11] Set out below is a chronology of the action to the date of return of 195 Ontario’s motion:

- February 11, 2022 - 104 Canada commences this action, seeking declaratory relief related to its interest, as a tenant, in the Property and damages of \$2,000,000.

- February 23, 2022 - Antranik serves a document titled, “Statement of Defence and Third Party Counterclaim (against persons not already party to the main action)”. Antranik is self-represented. Antranik is identified as the plaintiff by counterclaim. The defendants by counterclaim are 195 Ontario, a Montreal-based law firm, and four individual lawyers who practice law in Montreal. The pleading is addressed to 104 Canada, 195 Ontario, and the five other defendants by counterclaim.
- March 7, 2022 - 104 Canada brings a motion, to be heard on April 11, 2022, for relief related to the Property, including relief that would permit 104 Canada to continue to carry on business at the Property.
- March 7, 2022 - 195 Ontario brings a cross-motion, to be heard on April 11, 2022. On its motion, 195 Ontario seeks relief pursuant to r. 21.01(a) of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, regarding the relief claimed in paras. 1 and 2 of the statement of claim. In the alternative, 195 Ontario seeks an order, pursuant to r. 21.01(b), striking the statement of claim as against 195 Ontario.
- March 10, 2022 - Antranik serves a document titled, “Statement of Defence of Antranik Kechichian”. This version of Antranik’s pleading does not include a counterclaim; it is addressed only to 104 Canada and 195 Ontario. Together with his statement of defence, Antranik serves a notice of intention to act in person.
- March 30, 2022 - 104 Canada abandons its motion for relief related to the Property. 104 Canada and 195 Ontario agree that the latter corporation’s Rule 21 motion will be heard on September 11, 2022.
- September 8, 2022 - Merovitz Potechin serve a notice of motion, for a motion returnable on September 9, 2022, for an order removing the law firm as lawyers of record for 104 Canada.

- September 9, 2022 - Associate Justice Kaufman (as he then was) hears the Merovitz Potechin motion. Kaufman A.J. finds that there has been a breakdown of the solicitor-client relationship. Concerned that none of the parties to the proceeding received sufficient notice of the law firm’s motion, Kaufman A.J. orders that Merovitz Potechin serve the parties with a copy of his endorsement forthwith. Associate Justice Kaufman stipulates how any party who objects to a removal order being made may register their objection with the court. Last, Kaufman A.J. provides that, if no party registers an objection by September 15, 2022, an order removing Merovitz Potechin shall be issued.
- September 14, 2022 - 104 Canada registers its objection to the removal of Merovitz Potechin as the plaintiff corporation’s lawyers of record. A case conference is arranged to address both that objection and Melkon’s stated intention to seek leave to represent 104 Canada in the proceeding.
- February 7, 2023 - Associate Justice Kaufman presides over the case conference. He orders that both motions be heard on the first regular motions day subsequent to April 4, 2023, that is convenient to the parties. He also sets a timetable for the delivery of motion materials and other steps to be taken prior to the hearing of the motions.
- April 25, 2023 - Justice Gomery (as she then was) hears both motions. The endorsement on the motions identifies that Merovitz Potechin, 195 Ontario, and “non-parties whom the plaintiff wishes to implead” are all represented by counsel. The endorsement makes no mention of anyone attending on behalf of 104 Canada. In the endorsement, Justice Gomery summarizes submissions made by Antranik, personally.

Justice Gomery orders that Merovitz Potechin be removed as lawyers of record for 104 Canada; she dismisses Melkon’s motion for leave to represent 104 Canada (“the removal order”).

Justice Gomery also orders that 104 Canada shall, within 30 days of being served with a copy of the removal order, appoint a new lawyer of record or obtain and serve an order granting it leave to be represented by a person other than a lawyer.

The removal order provides that if 104 Canada fails to take either of those steps within the 30-day period allowed, the court may dismiss the proceeding.

- June 12, 2023 - Associate Justice Kaufman presides over a case conference. No one appears at the case conference on behalf of 104 Canada. Antranik attends in his capacity as a self-represented defendant. 195 Ontario is represented by counsel. As of that date, 104 Canada has not complied with the removal order. Associate Justice Kaufman orders that if, within 30 days of the date of the case conference, 104 Canada does not appoint new counsel, the defendants may bring a motion to “strike the action”.
- August 24, 2023 - 195 Ontario serves the plaintiff corporation and Antranik with a notice of motion dated August 23, 2023 for the motion now before the court. The return date for the motion is January 11, 2024.
- December 29, 2023 - 195 Ontario serves the plaintiff corporation and Antranik with the motion record for the motion now before the court.
- January 11, 2024 - Melkon attends on the return of the motion. On the consent of 195 Ontario, he is granted leave to represent 104 Canada solely for the purpose of requesting an adjournment of the motion. The request for an adjournment of the motion is denied.

[12] Before turning to (a) the contested adjournment on the return of the motion, and (b) the substance of the motion, I will first address Optical Vision’s status as a defendant in this proceeding.

The Status of Optical Vision in the Proceeding

[13] Antranik served two statements of defence. First, in February 2022, he serves a document titled, “Statement of Defence and Third Party Counterclaim (Against Persons Not Already Party to Main Action)”. The February version of Antranik’s pleading is addressed to 104 Canada, 195 Ontario, and the law firm and individuals against whom Antranik purports to be pursuing a counterclaim; it is not addressed to Optical Vision. When the document is read as a whole, it is clear that it is Antranik’s pleading; it is not intended to be a pleading on behalf of Optical Vision.

[14] Then, in March 2022, Antranik serves a “Statement of Defence”. This document is addressed to 104 Canada and 195 Ontario; it is not addressed to Optical Vision. Once again, when the document is read as a whole, it is clear that it is Antranik’s pleading; it is not intended to be a pleading on behalf of Optical Vision.

[15] In the statement of claim, the address for Optical Vision is listed as 966 Cameron Street, Cumberland, Ontario. There is no evidence as to the source of information for that address. It does not appear in the Corporation Profile for Optical Vision. The 104 Canada notice of motion and the 195 Ontario cross-motion, both of which are dated March 7, 2022, are both addressed to Optical Vision at the Cameron Street address. The Merovitz Potechin notice of motion, dated September 9, 2022, is addressed to Optical Vision at the Cameron Street address.

[16] Last, 195 Ontario's August 23, 2023 notice of motion is addressed to Optical Vision at the Cameron Street address.

[17] In his February 7, 2023 case conference endorsement, Kaufman A.J. lists the counsel who were present. That list does not include anyone identified as counsel of record for Optical Vision. In the April 25, 2023 endorsement of Gomery J., there is no mention of counsel of record for Optical Vision. In an appendix to his June 12, 2023 case conference endorsement, Kaufman A.J. lists counsel who attended. That appendix makes no mention whatsoever of Optical Vision.

[18] There is no record or evidence of Optical Vision serving a statement of defence to the action or to it being represented by counsel at any stage of the proceeding. There is also no evidence of either 104 Canada or 195 Ontario taking the requisite steps pursuant to r. 19.01(1) or r. 19.01(3), respectively, to have Optical Vision noted in default. Had either party requested that Optical vision noted in default, pursuant to r. 19.02(3), Optical Vision would not have been entitled to service of documents subsequent to the date on which Optical Vision was noted in default.

[19] The affidavits of service filed by 195 Ontario for service of the notice of motion and of the motion record, for the motion now before the court, state that Optical Vision was served by sending copies of the documents by email to an email address for Antranik Kechichian ("Antranik's email address")

[20] 195 Ontario relies on Antranik's email address for service of documents on Antranik in his capacity as an individual defendant. Antranik included that email address in the address portion of both the February 2022 and March 2022 versions of his pleading.

[21] Copies of the emails under cover of which the notice of motion and the motion record were sent to Antranik and to Optical Vision are exhibits to the affidavits of service. The substantive text of the cover emails does not include an introduction, such as "Dear ..." or another opening salutation, addressed to any individual or party. Optical Vision is not mentioned at all in the cover emails.

[22] No explanation is provided by the individual who swore the affidavits of service as to why service to Antranik’s email address is valid service of the documents on Optical Vision. Regardless, for the following reasons, I am satisfied that service of the documents on Optical Vision in that manner resulted in the documents being brought to the attention of Optical Vision.

[23] First, the uncontested evidence on the motion is that Antranik is an officer and director of Optical Vision.

[24] Second, I consider the contents of the February and March 2022 versions of Antranik’s pleading:

- At paragraph 22 of the February 2022 version, Antranik alleges that he and Optical Vision “are the landlords and owners” of the Property;
- At paragraph 6 of the March 2022 version, Antranik alleges that “[his] company OVC owns [the Property]”;
- At paragraph 15 of the latter version, Antranik alleges that he and Optical Vision are “the proprietors and the owners of [the Property]”; and
- At paragraph 16 of the latter version, Antranik alleges that Optical Vision owns the Property.

[25] For the purpose of 195 Ontario’s motion, it matters not which of Antranik and/or Optical Vision owned the Property. The point is that the allegations made by Antranik in both versions of his pleading make it clear that he is involved in Optical Vision’s business. I find that Antranik is involved in Optical Vision to such an extent that sending documents to him resulted in the documents being brought to the attention of Optical Vision.

[26] Neither Antranik nor Optical Vision delivered any materials in response to the motion now before the court. Neither of them were represented on the return of the motion. In summary, both Antranik and Optical Vision were served with the notice of motion and chose not to respond to, or to participate on the return of, the motion. The confirmation of motion form filed by 195 Ontario is addressed to all of the defendants, with an email address included for each of the defendants.

The Contested Adjournment

[27] On the return of the motion, Melkon attended and requested that he be granted leave to represent 104 Canada to address that corporation’s request for an adjournment of the motion. At no time prior to the return of the motion did Melkon or anyone else on behalf of 104 Canada (a) notify counsel for 195 Ontario that 104 Canada would be requesting an adjournment of the motion, or (b) file evidence in support of the request for an adjournment.

[28] With the consent of 195 Ontario, Melkon was granted leave to represent 104 Canada solely for the purpose of the contested adjournment. Melkon gave *viva voce* evidence, including being cross-examined by counsel for 195 Ontario, in support of the request for an adjournment of the motion. The court heard submissions from Melkon and from counsel for 195 Ontario.

[29] The request for an adjournment was denied. The court gave oral reasons, with written reasons to follow in this ruling.

[30] As of January 2024, it had been (a) approximately two years since the action was commenced; (b) approximately one and a half years since the issue of representation for 104 Canada in this proceeding was first raised; and (c) nine months since the removal order was made and a deadline was set by which 104 Canada was required to take steps to address its representation in this proceeding. Despite the passage of time in those contexts, at no time prior to the return date for the motion did Melkon inform the lawyers for 195 Ontario that he was taking steps to retain counsel for 104 Canada.

[31] To the extent that Melkon made any efforts, subsequent to the removal order, to retain counsel for 104 Canada, those efforts were minimal. For example, Melkon's evidence is that approximately one or two months following the date of the removal order, he reached out to friends who had graduated from law school to see if one of them would represent 104 Canada. Melkon was told that he would need to provide a \$5,000 retainer.

[32] Melkon's evidence is that he has not been continuously employed since April 2023, when the removal order was made. Melkon testified that in September 2023, he secured employment with an optometry group in Pembroke, Ontario. He hopes to one day take over that business. His salary from that position is his only source of income. He needs approximately six months to save up the \$5,000 for the retainer requested by the lawyer whom he contacted.

[33] Melkon's conduct in the months following the removal order falls short of the diligent efforts required to demonstrate that Melkon and/or 104 Canada take this litigation seriously, have any genuine interest in moving the litigation forward in a timely manner, or have the requisite level of respect for the litigation process.

[34] It is insufficient for a self-represented individual to rely on a purported lack of understanding of the court's procedures. In the Canadian Judicial Council's "Statement of Principles on Self-Represented Litigants and Accused Persons", issued in September 2006, the Council sets out the obligations of self-represented litigants. The first of the obligations listed by the Council is that self-represented individuals "are expected to familiarize themselves with the relevant legal practices and procedures pertaining to their case." Based on Melkon's appearance before the court on January 11, 2024, I find that he made little, if any, effort to fulfil that obligation.

[35] The final obligation listed by the Council is that self-represented individuals “are required to be respectful of the court process and the officials within it.” Melkon did not appear and failed to arrange for anyone to appear on behalf of 104 Canada at the June 2023 case conference before Kaufman A.J. I find Melkon’s conduct in that regard is indicative of a lack of respect for the court process and for the officials within it.

[36] The deadline by which representation of 104 Canada was to be addressed has long passed. 104 Canada has not provided any reasonable explanation for that corporation’s failure to meet the deadline. January 2024 is more than eight months after the removal order was made. It would be unreasonable for the court to permit 104 Canada to effectively hold the process hostage, with 195 Ontario’s motion on hold, without any certainty that 104 Canada would, in short order, retain counsel to represent it in the proceeding.

[37] With the request for an adjournment denied, Melkon’s role in the proceeding ended. He did not request, nor was he granted, leave to represent 104 Canada on the substantive aspect of the motion before the court. I turn, then, to 195 Ontario’s request for an order that the action be dismissed.

The Issues

[38] The issues to be determined on this motion are whether the action is to be dismissed because of (a) 104 Canada’s failure to comply with one or both of the removal order and the June 2023 case conference order of Kaufman A.J., or (b) the overall delay on 104 Canada’s part in advancing the action.

Failure to Comply with Court Orders

a) The Removal Order

[39] The Merovitz Potechin motion heard by Justice Gomery was made pursuant to r. 15.04 of the *Rules of Civil Procedure*. That rule governs motions by a lawyer for removal as a party’s lawyer of record.

[40] The removal order incorporates the language mandated by r. 15.04(7) when an order is made for the removal of a lawyer of record for a corporation. Page 2 of the removal order includes the substantive contents of rr. 15.04(6) and (7):

- (6) A client that is a corporation shall, within 30 days after being served with the order removing the lawyer from the record,
 - (a) appoint a new lawyer for record by serving a notice under subrule 15.03(2); or

(b) obtain and serve an order under subrule 15.01(2) granting it leave to be represented by a person other than a lawyer.

(7) If the corporation fails to comply with subrule (6),

(a) the court may dismiss its proceeding or strike out its defence;
and

(b) in an appeal,

(i) a judge of the appellate court may, on motion, dismiss the corporation's appeal, or

(ii) the court hearing the appeal may deny it the right to be heard.

[41] 195 Ontario points to the failure of 104 Canada to comply with r. 15.04(6) and relies on r. 15.04(7) in support of the request for an order dismissing the action. It is clear from the relief listed in 195 Ontario's notice of motion that it is seeking an order dismissing "the action" and not simply the claims against 195 Ontario.

[42] Pursuant to r. 15.04(7), the court has the discretion to dismiss the action in its entirety, not simply the action against the moving party defendant, where a corporation whose lawyer has been removed from the record fails to comply with r. 15.04(6).

b) The June 2023 Case Conference Order of Associate Justice Kaufman

[43] The June 2023 case conference order made by Kaufman A.J. does not finally dispose of the rights of the parties and is therefore an interlocutory order.

[44] Rule 60.12 of the *Rules of Civil Procedure* is titled, "Failure to Comply with Interlocutory Order". Pursuant to r. 60.12,

Where a party fails to comply with an interlocutory order, the court may, in addition to any other sanction provided by these rules,

(a) stay the party's proceeding;

(b) dismiss the party's proceeding or strike out the party's defence;
or

(c) make such other order as is just.

[45] Pursuant to r. 60.12, the court has the discretion to dismissing a party's proceeding in its entirety, and not simply the action as against the moving party defendant, where a plaintiff or plaintiff corporation fails to comply with an interlocutory order.

c) Analysis

[46] Based on the evidence in the supporting affidavit on the motion and the evidence of Melkon on the contested adjournment, I make the following findings:

- 104 Canada failed to comply with r. 15.04(6) of the *Rules of Civil Procedure* following the removal of Merovitz Potechin as the corporation's lawyers of record;
- 104 Canada failed thereafter to comply with the interlocutory order of Associate Justice Kaufman;
- 104 Canada failed, and continues to fail, to take the issue of its representation in this proceeding seriously, to be respectful of the process, and to be respectful of the officers within the process; and
- 104 Canada has not provided a reasonable or an acceptable explanation for its failure to comply with either the removal order or the interlocutory order of Kaufman A.J.

[47] 195 Ontario faces a claim for damages of \$3,500,000. It is unreasonable to expect 195 Ontario to sit back, facing a claim of that magnitude, while 104 Canada's sole director attempts to put together the money required to provide a lawyer with an initial retainer. There is no evidence to support a finding that Melkon will, within a reasonable time, be in a position to (a) pay the initial \$5,000 retainer he has been asked to pay, and/or (b) continue to fund litigation of this kind.

[48] 195 Ontario is entitled to an order, pursuant to both r. 15.04(7) and r. 60.12(b), dismissing the proceeding in its entirety.

[49] Is 195 Ontario also entitled to an order dismissing the proceeding because of delay?

Delay in Advancing the Proceeding

[50] 195 Ontario has not yet delivered a pleading. It did not do so originally because it intended to proceed with a motion to strike under rr. 21.01(1)(a) and (b): see para. 11, above, and the summary of the contents of the September 2022 notice of motion served by 195 Ontario. It was not necessary for 195 Ontario to deliver a pleading prior to bringing a motion under Rule 21.

[51] The motion to strike was not heard because Merovitz Potechin pursued their motion for an order removing them as lawyers of record for 104 Canada. Within a matter of months following the removal order, and in accordance with the June 2023 case conference order of Associate Justice Kaufman, 195 Ontario chose to proceed with the motion now before the court.

[52] I do not consider 195 Ontario to be in default by reason of its decision to (a) pursue a motion to strike before delivering a pleading, and (b) then change course and, without first delivering a pleading, bring the motion now before the court. It is reasonable not to require 195 Ontario to incur the cost of delivering a pleading prior to bringing the motion now before the court.

[53] The finding that 195 Ontario is not in default under the *Rules of Civil Procedure* is important. Only a defendant who is not in default is entitled to move, under r. 24.01, for an action to be dismissed for delay. In their notice of motion, 195 Ontario does not identify r. 24.01 in support of its request for an order dismissing the action for delay.

[54] The only subrule, within r. 24.01, on which 195 Ontario could rely, if it chose to do so, is r. 24.01(1)(b). The form of delay set out in that subrule is failure on the part of a plaintiff “to have noted in default any defendant who has failed to deliver a statement of defence, within thirty days after the default”. As discussed in an earlier section of this endorsement, Optical Vision has not delivered a statement of defence and is in default. Prior to the end of the first six months of 2022, 104 Canada was entitled to request that Optical Vision be noted in default.

[55] There is no evidence as to whether 104 Canada noted Optical Vision in default. The lack of evidence on that point is not sufficient to support an inference that Optical Vision was noted in default.

[56] To succeed on a motion for an order dismissing an action for delay, the moving party must establish that the delay is inordinate, inexcusable, and prejudicial to the defendant such that it gives rise to a substantial risk that a fair trial of the issues will not be possible: *Ticchiarelli v. Ticchiarelli*, 2017 ONCA 1, 2017 CarswellOnt 2.

[57] The evidence in support of the motion falls short of the evidence required to satisfy the *Ticchiarelli* criteria.

[58] The supporting affidavit is from a lawyer in the office of the lawyers of record for 195 Ontario. The 27 paragraph-affidavit includes the standard introductory paragraph. The affidavit concludes with a superfluous paragraph in which the deponent states that the affidavit is “in support of 195 Ontario’s Motion to dismiss [the] action for delay.” Not only is that paragraph superfluous, but it is also inaccurate. Delay is not the sole ground for the motion; delay is listed as an alternative ground to the two grounds discussed in the preceding section of this ruling.

[59] Of the 25 substantive paragraphs in the affidavit, all but two of them address the parties' respective backgrounds, the relationships between the parties, and the history of the proceeding to date. In the remaining two substantive paragraphs, the deponent relies on information provided to him by counsel who appeared on the return of the motion. In those two paragraphs, the deponent says the following:

25. I am advised by 195 Ontario's counsel [Ms. R.], that to date, I2020 Vision has not taken any steps to move the action forward.

26. I am also advised by [Ms. R.], and believe it to be true that, to date, I2020 Vision has not appointed a new lawyer of record obtained an order granting leave that I2020 Vision be represented by a person other than a lawyer as required under the [removal order].

[60] First, the lawyers of record for 195 Ontario fail to take into consideration the decision of the Ontario Court, General Division in *Manraj v. Bour* (1995), 44 C.P.C. (3d) 111. In *Manraj*, the court held that a solicitor who was the source of information as to an important issue contained in an affidavit sworn on information and believe was not permitted to make submissions to the court. "Ms. R.", as she is referred to in paras. 25 and 26, quoted above, is the lawyer who appeared on the return of the motion.

[61] Second, and in any event, paras. 25 and 26 of the supporting affidavit do not support a finding that the delay in this proceeding meets the *Ticchiarelli* criteria.

[62] 195 Ontario's motion for an order dismissing the action for delay is dismissed.

Disposition

[63] For the reasons set out above, (a) the action is dismissed in its entirety, and (b) the motion for an order dismissing the action for delay is dismissed.

Costs

[64] 195 Ontario is the successful party on the motion. It is entitled to its costs of the motion and, by virtue of the relief granted, its costs of the action. If the parties are unable to resolve the issue of costs, then counsel for 195 Ontario shall,

- a) schedule a return date for a hearing on the issues of the scale on which costs are payable and the quantum of costs payable;
- b) deliver a bill of costs in accordance with r. 57.01(5) and Form 57A; and

- c) deliver a factum (maximum of eight pages) which complies with r. 4 (document standards and format) and in which case and other authorities are hyperlinked or, if necessary, attached in pdf format.

[65] If 104 Canada wishes to deliver responding materials and be represented at the costs hearing, it shall, no later than 25 days following the release date of this ruling, deliver a notice of appointment of lawyer. If 104 Canada does so, it shall be entitled to deliver a responding factum in the same form as set out in para. 64(c), above, and counsel for 104 Canada shall be entitled to make submissions at the costs hearing.

[66] 195 Ontario's bill of costs and factum shall be filed with the court and uploaded to CaseLines at least ten days prior to the date of the costs hearing. If 104 Canada complies with para. 65, above, it shall, at least five days prior to the date of the costs hearing, file its factum with the court and upload that document to CaseLines.

[67] If 104 Canada fails to comply with para. 65, above, it shall not be entitled to file a factum or to be represented at the costs hearing.

[68] The costs hearing shall proceed before me by videoconference.

Released: May 16, 2024

Justice S. Corthorn

CITATION: 10490423 *Canada Inc. v. 1951584 Ontario Inc. et al.*, 2024 ONSC 2799
COURT FILE NO.: CV-22-88557
DATE: 2024/05/16

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

10490423 CANADA INC.

Plaintiff

– and –

1951584 ONTARIO INC., ANTRANIK KECHICHIAN
and OPTICAL VISION OF CANADA LTD.

Defendants

RULING ON MOTION

Madam Justice S. Corthorn

Released: May 16, 2024