

# IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *Tan v. TD Bank Group (The Toronto Dominion Bank)*,  
2024 BCSC 271

Date: 20240119  
Docket: S250392  
Registry: New Westminster

Between:

**Li Wen Tan**

Plaintiff

And

**TD Bank Group (The Toronto Dominion Bank) and  
TD Waterhouse Canada Inc.**

Defendants

Before: The Honourable Justice Basran

## **Oral Reasons for Judgment**

In Chambers

The Plaintiff, appearing on her own behalf:

L.W. Tan

Counsel for the Defendants:

L.J.M. Sun

Place and Date of Hearing:

New Westminster, B.C.  
January 19, 2024

Place and Date of Judgment:

New Westminster, B.C.  
January 19, 2024

[1] **THE COURT:** This is an application brought by the plaintiff, Li Wen Tan, to, in his words, strike down a consent order entered on December 1, 2023, dismissing this proceeding without costs to any party. Mr. Tan wishes to continue this litigation with the TD Bank, and seeks orders that the TD Bank, within two business days, make determinations on how they will further settle the outstanding litigation between the parties.

[2] By way of background, the parties executed a settlement agreement and release in this matter on October 27, 2023. After executing that settlement agreement, Mr. Tan received the settlement funds, by way of a cheque on November 16, 2023. Mr. Tan alleges that a term of the settlement agreement was that he was to receive the funds in the amount of \$17,000 within 21 days of executing the settlement agreement.

[3] His position is that, although he received the cheque on November 16, 2023, he did not have access to these funds because the TD Bank placed a hold on these funds. For that reason, he asserts that the TD Bank has breached the terms of the settlement agreement. He wishes to set aside the consent order and, essentially, recommence the underlying litigation.

[4] I am satisfied that the TD Bank did not breach the settlement agreement and, in fact, performed its obligations under this agreement.

[5] I am also satisfied that Mr. Tan executed this agreement with knowledge that the amount of \$17,000 was going to be forthcoming to him, and he did in fact receive these funds. I note that he signed the settlement agreement; received the funds in the amount of \$17,000 and has not returned them or otherwise failed to access them; and that the purpose of that settlement agreement and release was to bring this litigation to an end.

[6] I reject Mr. Tan's argument that he was under some form of duress by virtue of his execution of the settlement agreement. The correspondence that he has taken me to indicates that there was some negotiation taking place between he and the TD

Bank, and, presumably, by virtue of his signature on the settlement agreement, he agreed to the underlying terms. Specifically, I reject the allegation that, because there was a forthcoming case planning conference, that any amount that the TD Bank spent in respect of attending that case planning conference would be deducted from those settlement funds. That is entirely in the nature of a negotiation that takes place between the parties. It was open to Mr. Tan to not accept that settlement and, instead, to proceed with the litigation. He chose to sign the settlement agreement and the release, and he is therefore bound by the terms contained therein.

[7] I am satisfied that this application is properly brought within the context of the underlying litigation. It would be unnecessary and inefficient for the bank to have to commence new litigation in the context of seeking to ensure that the order, a consent order in this matter, is not set aside.

[8] The final matter on which I will comment is the threats made by Mr. Tan against the TD Bank. In his correspondence with the bank, he indicated that he was willing to file litigation in remote parts of British Columbia and in various courts in British Columbia in respect of the same action. I note that this action that he is referring to is an action on which he signed a settlement agreement. This underlying matter is therefore *res judicata*. It has been decided by the courts. It will be an abuse of process and potentially a vexatious action on the part of Mr. Tan to file further litigation in this court or in any other court in respect of this matter.

[9] Having said that, Mr. Tan is certainly entitled to appeal the decision that I am making now. That is part of the ordinary court process and one that is open to him. It is not, however, open to him to seek to refile litigation in various parts of the province in respect of the same matters that are the subject of these transactions.

[10] The application brought by Mr. Tan is dismissed; the consent order shall remain in place; and I will now hear submissions on costs from Ms. Sun.

[SUBMISSIONS ON COSTS]

[11] THE COURT: Costs in this matter are payable to the defendants at Scale B within 30 days of today's date. And, to be clear, I am not dispensing with either party's signature on the underlying order.

[12] Thank you, counsel. Thank you, Mr. Tan.

[13] CNSL L. SUN: Thank you, Mr. Justice.

[14] THE COURT: That concludes this matter.

“Basran J.”