

CITATION: Pembroke Developments Inc. v. Singh et al, 2024 ONSC 5428
COURT FILE NO.: CV-24-1887
DATE: 2024/10/01

ONTARIO

SUPERIOR COURT OF JUSTICE

BETWEEN:)
)
PEMBROKE DEVELOPMENTS INC.)
) Ian J. Perry, for the Plaintiff/Responding
Plaintiff) Party
)
- and -)
)
GURMIT SINGH, LAND DEPOT) Arvid Shahmiry and Filipe Mendes, for the
CAPITAL INC., LAND DEPOT INC.,) Defendants/Moving Parties
8409137 CANADA INC., 2444877)
ONTARIO INC. 2493758 ONTARIO INC.,)
10083356 CANADA INC., 2410542)
ONTARIO INC., AND 1000066806 INC.)
)
Defendants)
)
- and -)
)
GURMIT SINGH, LAND DEPOT) Arvid Shahmiry and Filipe Mendes, for the
CAPITAL INC., LAND DEPOT INC.,) Defendants/Moving Parties
8409137 CANADA INC., 2444877)
ONTARIO INC. 2493758 ONTARIO INC.,)
10083356 CANADA INC., 2410542)
ONTARIO INC., AND 1000066806 INC.)
)
Plaintiffs by Counterclaim)
)
- and -)
)
PEMBROKE DEVELOPMENTS LTD.,)
FAISAL MALIK, ARSLAN MALIK,)
ZAIDER SAKER, AND ROYAL LEPAGE)
SIGNATURE REALTY) Ian J. Perry, for the Defendant Pembroke
) Developments Ltd.
)
Defendants by Counterclaim)
)
)
)

) **HEARD:** September 27, 2024

TRANQUILLI J.

Overview

- [1] The defendants bring this urgent motion for an interlocutory or interim injunction restraining the plaintiff from selling residential property at the address municipally known as 2657 Torres Pines Way, London (“Torres Pines Property”) under power of sale. There is an agreement of purchase and sale in place with a third-party purchaser. The transaction is scheduled to close on October 4, 2024, subject to the disposition of this motion.
- [2] The Torres Pines Property is one of several properties in which the defendant Gurpreet Singh or the defendant corporation(s) held an interest, and which were each subject to a charge to secure a \$200,000 loan by the plaintiff private lender Pembroke Developments Ltd. to the defendants pursuant to a promissory note.
- [3] The loan has been in default since November 2023. The plaintiff commenced this enforcement proceeding against the defendant Singh and defendant corporations of which he is said to be a principal.
- [4] The underlying factual contentions are convoluted and involve a counterclaim. Among other grounds of relief, the defendants/plaintiffs by counterclaim seek declarations that the mortgages are invalid and unenforceable and injunctive relief restraining the lender from acting on the power of sale, including the Torres Pine Property. The defendants seek substantial damages for breach of fiduciary duty as well as punitive damages. The counterclaim adds other individuals or entities that were allegedly involved in securing the loan or in listing the mortgaged properties, including the Torres Pines Property, for sale.
- [5] The Torres Pines Property is the matrimonial home of the defendant Gurmit Singh and his spouse, Gurpreet Litt. Mr. Singh and Ms. Litt hold title to the Torrey Pines Property as joint tenants. Mr. Singh and Ms. Litt also own various real estate holdings either as individuals or through corporations including the defendant and plaintiff by counterclaim corporations, within London and elsewhere in the province of Ontario. Ms. Litt has not been a party to these proceedings until this motion before the court, where the defendants move unopposed to add her as a plaintiff by counterclaim.
- [6] The defendants admit Mr. Singh signed a promissory note on behalf of himself and the corporate defendants. However, the defendants contend the terms and circumstances of the promissory note are unconscionable. The mortgage broker who assisted Mr. Singh in obtaining the loan allegedly failed to disclose his ownership and familial interest in the plaintiff lender and further compromised his fiduciary duty in failing to advise Mr. Singh to obtain independent legal advice. The “lending fee” charged under the note amounts to an interest rate in violation of the *Criminal Code*. They also allege the plaintiff and defendants by counterclaim registered the mortgages on the defendants’ property without notice or consent and listed the properties for sale without proper notice to the interested

parties, and that the purported sales of some of those properties, including the Torres Pines Property, are improvident. Moreover, the defendants plead Mr. Singh did not have authority to bind some of the defendant corporations. The defendants/plaintiffs by counterclaim seek substantial damages arising from the circumstances of the promissory note, its enforcement, and the alleged improvident sale of the defendants' properties.

- [7] The defendant submits that an interlocutory or interim injunction is necessary to do justice as the defendant's spouse, Ms. Litt, neither consented to the encumbrance of the matrimonial home nor did she receive notice of the sale as is required under the *Mortgages Act*. The validity of this mortgage and its enforcement are therefore serious issues to be tried such that an injunction must issue.
- [8] The plaintiff submits the defendant's position is without merit. There is no serious issue to be tried in respect of the validity of the mortgage. This is a fruitless effort to delay the inevitable. The loan has been in default for over the past year. The defendant and his spouse have been caught in misrepresentations on this motion. The defendants seek significant relief that undermines the mortgagee's rights but have not proposed any terms of redemption plan. Meanwhile, the property is now the subject of a valid agreement of purchase and sale. The defendants have failed to demonstrate that this is one of those extreme and exceptional cases where a mortgagee should be restrained from a proper exercise of his power of sale: *Arnold v. Bronstein*, 1970 CanLII 245 (ON SC) at p. 468.
- [9] The motion proceeded based on exchanged affidavits. There were no cross-examinations on those affidavits. The matter is still in the pleadings stage and have undergone a recent amendment with the addition of the defendant's spouse, Ms. Litt, as a plaintiff by counterclaim. Some of the defendants by counterclaim are still to be served.
- [10] These reasons explain why the defendants' motion for an interim or interlocutory injunction is dismissed.

Issue

- [11] The disposition of the defendants' motion turns on the application of the three-part test in *RJR-MacDonald Inc. v. Canada (Attorney General)*, [1994] 1 SCR 311. These three criteria are not watertight compartments. The strength of one may compensate for the weakness of another: *Circuit World Corp. v. Lesperance*, 1997 CanLII 1385 (ON CA).
- [12] I recognize the proposition that courts have refused to interfere with the proper exercise of a power of sale in all but the most extreme and exceptional cases. A mortgagee who is acting in good faith and without fraud will not be restrained from a proper exercise of his or her power of sale rights unless the amount owing is paid into court: *Arnold; Hornstein v. Gardena Properties Inc.*, [2006] CanLII 23142 (ON CA) at para. 9. I do not propose to resolve whether or to what extent this proposition displaces or informs the *RJR MacDonald* test in the context of a mortgage enforcement action but consider those principles within the *RJR MacDonald* test.

Background

- [13] The following background is obtained from the pleadings or affidavit evidence that has not been tested through cross-examination. There are significant factual disputes on which I cannot make a final determination.
- [14] The defendant Singh deposes that of July 2023, he, and his spouse, Ms. Litt, had been and continue to experience “great financial hardship”. Mr. Singh worked with the defendant by counterclaim, mortgage broker Faisal Malik, to secure refinancing on real properties held variously by either Mr. Singh and/or Ms. Litt or by corporations of which Mr. Singh or Ms. Litt were principals. The mortgage broker Faisal Malik represented that the plaintiff Pembroke Developments Ltd. was willing to privately loan \$200,000 on a promissory note as a “stop-gap” until refinancing could be secured on Mr. Singh and Ms. Litt’s properties.
- [15] By promissory noted dated July 13, 2023, Pembroke agreed to advance the sum of \$200,000 to the defendants. The defendant Singh signed the promissory note on his own behalf and on behalf of the defendant corporations. The terms included that the note would be repaid in full on October 11, 2023, and that the defendants would pay a lending fee of 25% of the principal amount, totalling \$50,000 to be paid over the course of three monthly instalments. The note also acknowledged that upon default, a charge or mortgage would be registered on any properties or corporations of which the borrowers may be an owner, director, or shareholder. The defendant Singh pleads that he paid the lending fee as “interest” in accordance with the terms of the note.
- [16] The parties renewed the promissory note on October 17, 2023, on the same terms and same principal sum, except for a repayment date of January 18, 2024, and with a further lending fee of \$50,000, again to be paid in three monthly instalments and again with the defendant Singh signing on his own behalf and on behalf of the defendant corporations.
- [17] The defendants failed to pay the second and third instalments of the lending fee due in November and December 2023. Pembroke retained counsel to commence enforcement proceedings in or about February 2024. The defendants retained counsel in March 2024. There were ongoing involved discussions through counsel about the terms on which the loan might be partially retired but would also permit the defendants to sell certain of their properties that would otherwise be subject to the plaintiff’s encumbrances.
- [18] To that end, by email dated March 4, 2024 to the attention of plaintiff counsel, Mr. Singh and Ms. Litt’s counsel advised that Mr. Singh’s spouse agreed that the loan could be secured on the matrimonial home: “...my client, Ms. Litt is agreeable to adding Torrey Pines to the list of assets under consideration...”
- [19] The defendants and Ms. Litt then changed counsel. On March 19, 2024, Mr. Singh and Ms. Litt’s new counsel delivered an executed and witnessed Acknowledgment and Direction to secure a charge on the Torres Way Property in respect of the promissory note. The covering email from counsel indicated: “As per our conversation, please find attached the signed

documents subject to reservation of our clients right and receipt of discharge of Caution on all properties including 108 Marlborough and 55 Saunby” [sic].

- [20] The Acknowledgement and Direction was ostensibly signed by each of Gurmit Singh and Gurpreet Litt via the “DocuSign” platform and was witnessed by their lawyer also through DocuSign. The document communicated the consent of both Mr. Singh and Ms. Litt to the charge of the Torres Pines property for the principal sum of \$245,833.34, which represented the principal, unpaid instalments on the lending fee and legal expenses under the note to that time.
- [21] Pembroke alleges the defendants went on to sell two properties that would otherwise have been encumbered by the note. However, Pembroke asserts the defendants then breached the agreement and failed to use proceeds from those transactions to advance partial payments on the loan.
- [22] Pembroke served a Notice of Sale of the Torres Property on the defendant Singh and corporate defendants by registered mail and email on April 18, 2024. On June 17, 2024, Pembroke entered into an agreement of purchase and sale with a third party for the Torres Pines Property with a closing date of September 3, 2024. The closing date is now further extended to October 4, 2024 as a result of this motion.
- [23] The statement of claim in respect of enforcement of the promissory note was issued June 12, 2024. The claim lists the Torres Pines Property as one of 38 known properties registered to the defendant Singh, or to both Singh and Litt, or to one of the various corporate defendants of which Mr. Singh is alleged to be a principal and which are subject to the loan and its enforcement.
- [24] The defendants delivered a notice of intent to defend on or about July 10, 2024. Their statement of defence and counterclaim were delivered on or about July 23, 2024.
- [25] On August 21, 2024, the defendants first brought this motion returnable August 30, 2024. The motion was adjourned to September 6, 2024, on consent and on agreement no steps would be taken to sell the Torres Pines Property (the court presumes this includes to close the transaction, as the agreement of purchase and sale is dated June 17, 2024). The matter was next adjourned to September 27, 2024, on an “urgent” basis with an estimated hearing time of one hour. That time estimate was woefully inadequate in the circumstances of this convoluted factual matrix. The parties ought to have sought a motion date on these grounds of urgency through the local administrative justice and with a more realistic time estimate, which would have permitted for a more prepared and robust hearing of the issues, as opposed to having it heard in a busy regular civil motion court.
- [26] The defendants’ motion also seeks leave to deliver a fresh as amended statement of defence and counterclaim on an unopposed basis. That order permitting the amendment, which adds the defendant Singh’s spouse Gurpreet Litt as a plaintiff by counterclaim, was accordingly made on the day of the motion.

- [27] The defendant Singh made two major assertions in his first affidavit sworn August 20, 2024, that are demonstrably false. First, he stated that the mortgage on the Torrey Pines Property was obtained and registered without his spouse's consent. He claimed that Ms. Litt did not sign the Acknowledgement and Direction and did not consent to encumber the matrimonial home. Second, he claimed that while the notices of sale were forwarded to him and his counsel via email, that he did not receive them personally and that in particular, he did not receive a notice of sale of the Torrey Pines Property by registered mail.
- [28] However, Pembroke's responding materials show that counsel, acting for both Mr. Singh and Ms. Litt, expressly communicated Ms. Litt's consent to encumber the Torrey Pines property on March 4, 2024. Consistent with that representation, the Acknowledgement and Direction dated March 19, 2024, shows Ms. Litt's Docusign signature, both on the agreement and adjacent to the principal amount secured by the charge. Those signatures were witnessed by Mr. Singh and Ms. Litt's counsel and then forwarded to Pembroke counsel on the same day, with counsel's representation that the directions were provided subject to a reservation of rights and with cautions being removed from two of the properties.
- [29] The responding materials also showed that a notice of sale of the Torrey Pines Property was sent via email to Mr. Singh's and Ms. Litt's counsel, as well as by email to Mr. Singh and by registered mail to Mr. Singh's attention at the Torrey Pines Property. Moreover, the Canada Post records showed that Mr. Singh signed for the receipt of the registered mail. However, there is no evidence that the notice of sale was sent by registered mail to Ms. Litt.
- [30] By supplementary responding affidavits, Mr. Singh acknowledged that he did, in fact, sign the consent for the charge against the Torrey Pines Property. He explained that he asked Ms. Litt to also sign the direction but that she refused to do so. He then mistakenly signed his spouse's Docusign signature on the Acknowledgement at the same time as applying his own e-signature when completing the document through his cell phone. Apparently, he was able to make this error because his wife's emails and his own emails are "synced" to his cell phone. In support of his contention that it was he who provided his wife's signature on the direction, he notes both his and his spouse's Docusign signatures originate from the same IP address from March 19, 2024. In a further affidavit he provides a 407 invoice for his company vehicle which shows he was in the Greater Toronto Area that day, whereas his spouse was in London.
- [31] Ms. Litt deposes that she never provided her consent to encumber the matrimonial home or any other property. She also provides a screenshot of her Google Maps driving history for March 19, 2024, to show that she was in London that day. She claims that her husband was able to mistakenly place her Docusign signature on the direction with "the click on a button."
- [32] Mr. Singh deposed that he still does not recall having received the Notice of Sale for the Torrey Pines Property and suggested that perhaps the contents of the envelope sent by Pembroke counsel by registered mail were a notice of sale for a different property.

[33] From this evidentiary matrix, I now turn to the test for injunctive relief.

1. *Is there a serious issue to be tried?*

[34] The threshold for a “serious question to be tried” is a low one and should be determined by a motions judge on the basis an extremely limited preliminary assessment of the merits of the case and on the basis of common sense. Unless the case on the merits is frivolous or vexatious, a judge on a motion for this relief must, as a general rule, consider the second and third steps: *RJR MacDonald*.

[35] The defendants submit there are serious issues to be tried regarding the validity of the promissory note, the mortgage, and the notice of sale. The circumstances of how the plaintiff came to provide the loan and the terms of the promissory note are unconscionable. Ms. Litt did not consent to the mortgage as a joint tenant of the Torrey Pines Property and her signature was not properly witnessed by their counsel (the court was advised that their former counsel is apparently on notice). The plaintiff also failed to give and serve her with notice of the sale as required under the *Mortgages Act*. The defendant Singh also asserts that based upon his experience as a licensed real estate agent, it is his opinion the Torres Pines Property was sold below fair market value, thereby compromising the equity to be realized.

[36] The plaintiff submits there is no serious question to be tried. The defendants’ evidence has been shown to be a fabrication and is farcical. It fails to rise to the requirement of being an “extreme and exceptional” case that justifies interference with the proper exercise of the power of sale.

[37] As a matter of pleading, I find the statement of defence and counterclaim raise issues that if proven, would establish that the plaintiff did not act in good faith and without fraud and that it failed to properly exercise its rights under the power of sale. This would then be one of those “exceptional” or “extreme” cases justifying an injunction. However, it does not follow that the defendants have satisfied me that these questions rise to the issue of being “serious” issues to be tried.

[38] There was little evidence regarding the circumstances of the loan and the alleged misconduct of the plaintiff and the mortgage broker, a defendant by counterclaim, in failing to disclose the broker’s close interest in the plaintiff lender. I am also unable to conclude on this record that the plaintiff charged a criminal rate of interest in the guise of its “lending fee”. The defendant argued that the plaintiff had taken the position that the promissory note was self or “auto” renewing while the principal was unpaid, such that this would mean that the effective interest rate on the note would exceed the prohibited maximum of 60% and would amount to an effective 100% annual interest rate. The plaintiff clarified that it did not pursue the position that the promissory note automatically renewed, as is evidenced by the sum secured on the charge for the Torres Pines Property. A plain reading of the promissory note indicates the “lending fee” amounted to \$50,000 or 25% of the principal. With the renewal of the promissory note, there is perhaps the argument that this had the effect of imposing a cumulative interest rate of 50%; however, the second promissory note

appears to have been executed as a standalone document. Further, there was no evidence or opinion before the court that demonstrated that the effective annual rate was criminal in the circumstances. Whether it is a criminal interest rate or is otherwise unconscionable is best left for trial.

- [39] The defendant Singh suggests in the pleadings and his affidavit that he was naïve, unsophisticated, and preyed upon by the plaintiff and defendants by counterclaim when he signed the promissory note without appreciating the impact of the terms or consequences of default. However, he also purports to proffer his expert opinion as a real estate agent regarding the fair market value of the Torres Pines Property.
- [40] The changing evidence regarding the e-signatures of the defendant Singh and plaintiff by counterclaim Litt are the most problematic and troubling for the court. The factual contentions quickly evolved from the confident assertion that the parties did not consent to the defendant Singh claiming that he mistakenly put his wife’s e-signature on the acknowledgement and direction. There is a lack of compelling evidence on this record that explains how Singh could put his spouse’s e-signature on the document with the simple but mistaken “click on a button”, where this platform offers authentication and encryption so as to allow for such documents to be proven in court. The troubling equivocations continue with the defendant Singh’s non-explanation of the plaintiff’s proof that the notice of sale was sent to him by registered mail. These are material credibility issues that challenge the claims of no consent to the mortgage and no notice of the mortgage. There is not a serious issue to be tried on those questions.
- [41] I also do not accept the defendants’ contention that Ms. Litt received no benefit in exchange for the charge on the Torres Pines Property of which she was a joint tenant. The defendant Singh deposed that he and Ms. Litt own several properties, either individually or through various corporations, that they were experiencing financial difficulties and so sought help with refinancing, which then led to the promissory note as a “stop-gap” solution pending refinancing. The March 4, 2024 correspondence from the lawyer who ostensibly represented both Mr. Singh and Ms. Litt is consistent with the impression that Ms. Litt’s interests were also involved when this “stop-gap” financing was arranged. Their lawyer also communicated at the time that although they thought there was already sufficient equity available to protect the amount outstanding under the note, Ms. Litt was agreeable to add the Torres Pines Property to the “list of assets under consideration” so that this would “facilitate the process.” In all the circumstances on this record, I cannot accept that Ms. Litt was a stranger to and did not benefit from this financial arrangement.
- [42] The question of service of the notice of sale to the defendant Singh’s spouse, Ms. Litt, does give pause. As a registered joint tenant, s. 31 of the *Mortgages Act*, R.S.O. 1990, c. M.40 required that the plaintiff not exercise its power of sale without notice to Ms. Litt. Further, the *Act* requires that notice of exercising of a power of sale shall be given by personal service or by registered mail: *Mortgages Act*, s. 33(1). There is no evidence that notice of the power of sale was given to Ms. Litt in this required manner and this was not explained during the hearing. Notice may have gone by registered mail to her address, being the

matrimonial home in issue; however, it was apparently only to the attention of her spouse Mr. Singh.

[43] In general, a party exercising a power of sale will be held to strict compliance with the statutory conditions under which the power of sale is exercised: *Botiuk and Collison (Re)* (1979), 26 O.R. (2d) 580 (C.A.). However, this notion of strict compliance has since been qualified. A notice of sale should not be held inoperative because of minor irregularities so long as it meets the purpose for which it is required. The required degree of accuracy is evolving towards a standard of commercial reasonableness: *1173928 Ontario Inc. v. 1463096 Ontario Inc.*, 2018 ONCA 669 at paras. 63-65. I acknowledge that decisions which have not insisted on strict compliance with the *Act* have focused on the contents of the notice of sale rather than service of the notice. Nevertheless, the evidence on this record indicates that, at the very least, Ms. Litt was on constructive notice of the power of sale. Ms. Litt was represented by counsel in the context of securing the promissory note on the matrimonial home in March 2024 and the plaintiff provided her counsel with a copy of the notice of sale by email a month later. Further, the evidence suggests it was also emailed and served by registered mail on her spouse, the defendant Singh, at the matrimonial home, where she is also resident. There is no evidence to suggest that their marriage is not intact or that she otherwise was not aware of the plaintiff's intention to exercise the power of sale as of April 2024. I also note it is the defendants who are relying on this irregularity as a basis for injunctive relief, as opposed to Ms. Litt herself (she only having been made party to the action through this motion). The circumstances strongly suggest Ms. Litt knew of the power of sale at the time notice was given in April 2024, irrespective of whether she was separately served by registered mail. In those circumstances, I have great difficulty in finding that the failure to give notice to Ms. Litt meets the admittedly low threshold of a serious issue to be tried. For the same reasons, it does not establish that this is one of those extreme and exceptional cases where the court is persuaded to interfere with the power of sale.

[44] I wish to make it clear that I make no finding on this apparent irregularity. My reasons should also not be construed as a finding that the plaintiff is relieved from compliance with the *Mortgages Act* for any such irregularity.

[45] In any event, to the extent the court is persuaded that the failure to give Ms. Litt notice by registered mail is a substantial defect and therefore a serious issue to be tried, I am not satisfied that the other prongs of the test weigh in favour of injunctive relief.

2. *Will the defendants suffer irreparable harm if the motion is not granted?*

[46] At this stage, the only issue to be decided is whether a refusal to grant the relief could so adversely affect the applicant's own interests that the harm could not be remedied if the eventual decision on the merits does not accord with the result of the interlocutory application. "Irreparable" refers to the nature of the harm suffered rather than its magnitude. It is harm which either cannot be quantified in monetary terms, or which cannot be cured: *RJR MacDonald*.

- [47] This turns on whether the defendants can demonstrate the Torres Pines Property has some unique features that would make an award of damages insufficient: *Sibyl Investment Holding Inc. v. Vlachich*, 2020 ONSC 2191 at paras. 54-57.
- [48] Mr. Singh and Ms. Litt submit they will suffer irreparable harm if the sale is permitted to close, forcing them out of the matrimonial home. They have lived there with their three children, between the ages of 3 and 17, for the last four years. Their children have just started school.
- [49] The disruption to the family if the sale proceeds is not lightly dismissed. However, I am not persuaded that this limited and conclusory evidence satisfies the irreparable harm threshold, particularly with the demonstrated credibility issues. The defendants do not otherwise explain how damages would be an inadequate remedy.
- [50] To permit the sale to proceed does not necessarily foreclose on the defendants' position on the validity or enforceability of the mortgage. The plaintiff may still be liable in damages if it is found the loan is unconscionable, the mortgage or its enforcement invalid or the sale unreasonable. The claim is otherwise purely financial and requires an accounting by the plaintiff. The Torres Pines Property is one of several defendant properties for which the defendants challenge the validity of the plaintiff's mortgages. The counterclaim seeks significant damages, including punitive damages.

3. *What is the Balance of Convenience?*

- [51] The third stage of the test involves a determination of which of the two parties will suffer the greater harm from the granting or refusal of an interlocutory injunction pending a decision on the merits. The factors which must be considered in assessing the balance are numerous and will vary in each individual case: *RJR MacDonald*.
- [52] I find that the balance of convenience favours the plaintiff. The note has been in default since November 2023. Power of sale proceedings commenced in April 2024. The property was listed and sold in June 2024 and is scheduled to close imminently on October 4, 2024. Other than raising a question as to the reasonableness of the sale price of the Torres Pines Property, the validity of that third-party transaction is not otherwise questioned on this record and injunctive relief would clearly prejudice that third-party purchaser. The defendants have not addressed the reasons for their delay in addressing their concerns about the plaintiff's enforcement of the mortgage. Further, neither the defendant Singh nor the plaintiff by counterclaim Litt have a proposal for redemption of the mortgage or have otherwise demonstrated that they can refinance the property. The lack of any such evidence weighs against the defendants.
- [53] The defendant Singh and plaintiff by counterclaim Litt each give the required undertaking as to damages. However, the evidence on this motion confirms they have been and are in financial difficulties. Indeed, it would appear those financial difficulties continued and have led to this proceeding. This evidence, in conjunction with the failure to address a redemption or refinancing plan or other alternative (such as payment into court), leads me

to conclude they are patently unable to give an undertaking covering damages: *Equitas Investment Corp. v. Goodman*, 1987 CanLII 4057 (ON SC).

Disposition

- [54] The motion for injunctive relief is dismissed for the foregoing reasons. The sale of the Torres Pines Property may proceed.
- [55] If the parties are unable to resolve costs, the plaintiffs shall provide their cost submissions by October 18, 2024. The defendants shall provide their cost submissions by November 1, 2024. There shall be no reply submissions without my leave.
- [56] The written cost submissions are not to exceed three (3) pages, exclusive of bills of costs and offers to settle.

Justice K. Tranquilli

Released: October 1, 2024

CITATION: Pembroke Developments Inc. v. Singh et al, 2024 ONSC 5428

ONTARIO

SUPERIOR COURT OF JUSTICE

BETWEEN:

PEMBROKE DEVELOPMENTS INC.

Plaintiff

– and –

GURMIT SINGH, LAND DEPOT CAPITAL INC.,
LAND DEPOT INC., 8409137 CANADA INC.,
2444877 ONTARIO INC. 2493758 ONTARIO INC.,
10083356 CANADA INC., 2410542 ONTARIO INC.,
AND 1000066806 INC.

Defendants

REASONS ON MOTION

Justice K. Tranquilli

Released: October 1, 2024