

# COURT OF APPEAL FOR ONTARIO

CITATION: Asghar v. Dial and File Process Servers Inc., 2024 ONCA 864

DATE: 20241127

DOCKET: C67275

MacPherson, Roberts and Wilson JJ.A.

BETWEEN

Sajjad Asghar

Plaintiff (Appellant)

and

Dial and File Process Servers Inc.

Defendant (Respondent)

Sajjad Asghar, acting in person

Amandeep Sidhu, for the respondent

Heard and released orally: November 26, 2024

On appeal from the judgment of Justice Lise G. Favreau of the Superior Court of Justice, dated July 18, 2019, with reasons reported at 2019 ONSC 4344.

## REASONS FOR DECISION

[1] The appellant Sajjad Asghar appeals the order of Favreau J. of the Superior Court of Justice dated July 18, 2019 dismissing his action against the respondent Dial and File Process Servers Inc.

[2] In his Superior Court action, Mr. Asghar sought summary judgment against the respondent for not returning legal documents to him in a timely fashion. The

motion judge did not accept Mr. Asghar’s submissions in support of his motion. She concluded that “the evidence on the motion does not support a finding that Dial and File is liable to Mr. Asghar for any of the causes of action asserted.”

[3] However, the motion judge went farther. She observed:

On a motion for summary judgment, the Court is entitled to grant summary judgment in favour of the responding party if warranted by the record and if it is in the interests of justice and proportionate to do so: *Kassburg v. Sun Life Assurance Company of Canada*, 2014 ONCA 922, at para. 52....

[4] The motion judge determined that this was an appropriate case in which to grant summary judgment against the moving party. She reviewed Mr. Asghar’s legal arguments – fraud, breach of contract, breach of the *Consumer Protection Act* – and concluded: “In my view, the evidence on the motion does not support a finding that Dial and File is liable to Mr. Asghar for any of the causes of action asserted.”

[5] On appeal, the appellant broadened his attack, asserting in his factum that “this case is about bad faith, betraying trust, evasive foul play, dishonesty, misrepresentation, deceptive marketing, perjury, false affidavits, breach of contract, breach of *Consumer Protection Act*, fraud, malicious falsehood etc.”

[6] There is nothing in the appellant’s appeal factum or in his oral argument to suggest that the respondent is guilty of any of this litany of breach of civil law

principles. As the motion judge concluded after a comprehensive and careful analysis, the respondent did nothing wrong.

[7] The appeal is dismissed. The respondent is entitled to its costs of the appeal fixed at \$5,000, inclusive of disbursements and HST.

“J.C. MacPherson J.A.”  
“L.B. Roberts J.A.”  
“D.A. Wilson J.A.”