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Court File No.:

FEDERAL COURT

B E T W E E N:

NEW VEER PREET SERVICE CENTRE INC.

Plaintiff

-and-

VEER PREET TRANSPORT LTD.

Defendant

STATEMENT OF CLAIM

TO THE DEFENDANT:

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff.
The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or a solicitor acting for you are required to prepare a statement of defence in Form 171B prescribed by the *Federal Courts Rules*, serve it on the Plaintiff's solicitor or, where the Plaintiff does not have a solicitor, serve it on the Plaintiff, and file it, with proof of service, at a local office of this Court:

WITHIN 30 DAYS after this statement of claim is served on you, if you are served within Canada or the United States.

WITHIN 60 DAYS after the day on which this statement of claim is served on you, if you are served outside Canada and the United States.

TEN ADDITIONAL DAYS are provided for the filing and service of the statement of defence if you or a solicitor acting for you serves and files a notice of intention to respond in Form 204.1 prescribed by the *Federal Courts Rules*.

Copies of the *Federal Courts Rules*, information concerning the local offices of the Court and other necessary information may be obtained on request to the Administrator of this Court at Ottawa (telephone 613-992-4238) or at any local office.

IF YOU FAIL TO DEFEND THIS PROCEEDING, judgment may be given against you in your absence and without further notice to you.

Date: July , 2025

Issued by: _____
(Registry Officer)

Address of local office:

180 Queen Street West, Suite 200
Toronto, Ontario
M5V 3L6

TO: VEER PREET TRANSPORT LTD.
14 Abitibi Lake Drive
Brampton, Ontario L6R 0R8

CLAIM

1. The plaintiff claims as against the defendant:

- (a) an Order declaring that the plaintiff has acquired a reputation and goodwill in the trademark, VEERPREET, through its continuous use of this name and mark in Canada since at least as early as 1992 in association with, *inter alia*, automotive, trucking and transportation logistics services;
- (b) an Order declaring that the defendant, through its use of VEERPREET (sometimes displayed as VEER PREET) as a trademark for its trucking and transportation logistics business, has directed public attention to its services and business in such a way as to cause, or be likely to cause, confusion in Canada with the plaintiff's services and business, contrary to section 7(b) of the *Trademarks Act*;
- (c) an interim, interlocutory and permanent injunction restraining the defendant and its servants, employees, agents and representatives, and all those under its control and anyone having knowledge of this Order from, directly or indirectly, directing public attention to the defendant's goods, services or business in such a manner as to cause, or be likely to cause, confusion in Canada with the goods, services and business of the plaintiff, including through the use of any trade name or trademark that includes the word VEERPREET or any trade name or trademark that is confusingly similar therewith;
- (d) an Order requiring the defendant and any related businesses, within ten (10) days of the date of such Order, to destroy all signage, advertising or any other material, whether in physical or electronic form, as may be in the defendant's possession, power, custody or control, which is contrary to any injunction granted herein;

- (e) an Order requiring the defendant to pay to the plaintiff damages for infringement of the plaintiff's trademark rights or an accounting of the defendant's profits, as the plaintiff may elect after due inquiry thereon;
- (f) an Order requiring the defendant to pay punitive and aggravated damages for willful infringement of the plaintiff's rights;
- (g) the plaintiff's costs of this action on the highest scale;
- (h) pre-judgment and post-judgment interest on any amounts awarded, in accordance with the provisions of sections 36 and 37 of the *Federal Courts Act*, RSC 1985, c F-7; and
- (i) such further and other relief as the plaintiff may seek and this Honourable Court may deem just.

THE PLAINTIFF AND ITS TRADEMARK

2. The plaintiff is a corporation organized and subsisting under the laws of the Province of Ontario with its registered office and/or principal place of business at 6559 Airport Road, Mississauga, Ontario L4V 1E5.
3. Since as early as 1992, the plaintiff and its predecessor in title (Veer Preet Petro Products Canada Inc.) (hereafter, together, "the plaintiff") have used the trademark, VEERPREET (sometimes displayed as VEER PREET), with a wide range of automotive and transportation related goods and services, including maintenance and repair services, operating service stations and trucking/logistics services.
4. The plaintiff's business was founded in 1992 by the Tumbar family whose first language is Punjabi. They coined and adopted as the name of their business the term, VEERPREET, which combines two Punjabi words: "veer" meaning warrior

and “preet” meaning love. The intention was to reflect the family’s values of strength and honesty.

5. Since 1992, the VEERPREET trademark has been prominently displayed on external signage at the plaintiff’s premises in Mississauga and on letterhead, invoices and advertisements for the plaintiff’s business and various other marketing collateral. The plaintiff has operated a website since the early 2000s that also prominently displays the VEERPREET trademark and that is located at www.veerpreet.com.
6. The plaintiff’s VEERPREET automotive service centre is one of the only 24 hour repair centres in the Greater Toronto Area, reinforcing the reputation associated with this trademark for reliability and convenience. The centre is particularly well known among commercial drivers who service the Toronto Pearson Airport.
7. As a result of continuous and extensive use of VEERPREET for more than thirty years in association with the plaintiff’s services and tens of thousands of dollars in advertising of the trademark, the VEERPREET trademark has acquired very substantial goodwill that is owned by the plaintiff. The public, particularly in the Mississauga and Brampton area of Ontario, have come to identify VEERPREET with the plaintiff as a source of high quality and reliable services.

THE DEFENDANT AND ITS INFRINGING ACTIVITIES

8. In or around February 2025, the plaintiff discovered that the defendant had started using VEERPREET (and VEER PREET) as a trade name and trademark in association with a trucking and transportation logistics business based in Mississauga, in close proximity to the plaintiff’s premises.
9. The VEERPREET trade name and trademark is prominently displayed on the defendant’s trucks and on its website located at www.veerpreettransport.com.

10. The plaintiff, through its solicitors, contacted the defendant in March 2025, expressing the plaintiff's concern that the defendant's use of VEERPREET was infringing the plaintiff's rights in this trademark and demanding that the defendant cease using VEERPREET.
11. The defendant responded to the plaintiff, expressing its agreement to transition to a new name and trademark and to sign a written undertaking to this effect.
12. The plaintiff provided the defendant with a written undertaking in May 2025 and requested that it be signed on behalf of the defendant. As of the date of this statement of claim, the defendant has not signed the written undertaking or confirmed any intention to do so despite the plaintiff's follow-ups.
13. As of the date of this statement of claim, the defendant continues to use VEERPREET as a trade name and trademark in association with its business and its services.
14. The defendant adopted VEERPREET as a trade name and trademark and continues to use it in order to misappropriate and trade on the valuable goodwill that the plaintiff has developed in VEERPREET over thirty years.

THE EFFECT OF THE DEFENDANT'S INFRINGING ACTIVITIES

15. The defendant's use of VEERPREET, as described above, has confused and will likely continue to confuse clients and potential clients of the plaintiff's and defendant's businesses as to whether the two businesses are operated by the same owner or are otherwise associated with one another.
16. The plaintiff does not, and cannot, control the character or quality of the services provided by the defendant in association with the plaintiff's trademark

17. The on-going confusion that is resulting from the defendant's use of the plaintiff's trademark and the loss of control over its reputation that the plaintiff is suffering is harming the plaintiff's business.
18. The defendant's use of the plaintiff's trademark with trucking, in particular, poses a substantial risk to the plaintiff's reputation since trucking businesses frequently go bankrupt or are implicated in drug trafficking and other criminal activities.
19. The defendant's activities, as described above, are infringing the plaintiff's rights under section 7(b) of the *Trademarks Act*.
20. The full extent of the defendant's actions is not known to the plaintiff but is known to the defendant and the plaintiff claims in relation to same.
21. This is not a simplified action, as the claim is not exclusively for monetary relief in an amount not exceeding \$100,000, exclusive of interest and costs.

The Plaintiff proposes that this action be tried in Toronto, Ontario.

Dated at Toronto this 17th day of July, 2025.



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Solicitors for the Plaintiff