

CITATION: Revura v. V2 Niagara Inc., 2026 ONSC 4621
COURT FILE NO.: CV-22-00060886-0000
DATE: 2026-08-11

SUPERIOR COURT OF JUSTICE - ONTARIO

RE: Valeriy Revura, Plaintiff

AND:

V2 Niagara Inc., Vladimir Meshkov, Alexey Vladimirovich Gloukhov aka Alexey Glukhov and Terminal Ltd., Defendants

BEFORE: The Honourable Mr. Justice Robert B. Reid

COUNSEL: P. Bakos, Counsel, for the Plaintiff

M. Seers, Counsel, for the Defendants V2 Niagara Inc., Alexey Vladimirovich Gloukhov aka Alexey Glukhov and Terminal Ltd.

HEARD: April 16, 2026

Costs submissions due June 3, 2026

DECISION ON COSTS OF MOTIONS

Introduction:

- [1] The plaintiff Valeriy Revura (“Revura”) brought a motion seeking various forms of procedural relief, some of which were resolved before the hearing. The remaining issues related to requested orders for the examination for discovery of the defendants and as to proposed amendments to the statement of claim.
- [2] The defendants other than Vladimir Meshkov (“Meshkov”), who has not been served, brought a cross-motion seeking the imposition of a discovery plan including the date for examination for discovery of the plaintiff and as to terms of the examination for discovery of the defendants. For the purposes of this decision, the defendants who brought the cross-motion will be identified collectively as the “Glukhov defendants”.
- [3] The two motions were heard together and by decision dated April 28, 2026 (*Revura v. V2 Niagara Inc.*, 2026 ONSC 2491), there was an order that:
- Alexey Glukhov attend for discovery virtually on behalf of himself personally and the defendants V2 and Terminal on May 27 and 28, 2026, in Russia, and thereafter if required as soon as another date could be arranged. Details as to time, facilities and protocol were to be arranged by counsel;

- Revura attend for discovery to be scheduled to occur as soon as possible after the examination of Alexey Glukhov, whether in person or virtually as counsel might agree;
- The statement of claim could be amended as set out in paragraphs 1(h), (k), (p) and (q) of the draft amended statement of claim. Leave to amend was not granted as to the remaining proposals in the draft amended statement of claim.
- As to other relief claimed, the motion by Revura and the cross-motion by the Glukhov defendants were dismissed.

[4] Since the parties were unable to agree on costs, the matter has been remitted to me for a decision.

Background:

- [5] The litigation involves a dispute about the acquisition, financing, ownership and potential sale of real property located in Niagara Falls, Ontario.
- [6] V2 Niagara Inc. was incorporated to acquire the property, and Revura and Meshkov were shareholders. A loan to facilitate the purchase of the property was advanced by Terminal Ltd. pursuant to a contract of conditional loan. Terminal Ltd. was controlled by the defendant Alexey Glukhov. The shares in V2 Niagara Inc. were transferred to Alexey Glukhov as security for the loan.
- [7] The property was purchased by V2 Niagara Inc. with financing from Terminal in or about 2012.
- [8] In March 2022, Revura came to understand that the property was to be sold and that he would receive no proceeds of sale.
- [9] In the statement of claim issued July 22, 2022, Revura alleged that he had been defrauded of the value of his interest in the property including funds generated from it since purchase. He sought rescission of the contract of conditional loan and damages for fraud, fraudulent misrepresentation, conspiracy, misappropriation, breach of contract, breach of confidence, breach of trust, deceit, breach of the duty of good faith, conversion, inducing breach of contract, and intentional interference with economic relations.

Positions of the Parties on Costs:

The Glukhov Defendants:

- [10] The Glukhov defendants seek an order for partial indemnity costs in the amount of \$20,970 plus disbursements and HST for a total of \$26,977.62. The partial indemnity calculation is reduced from the usual 60 per cent of actual costs to 50 per cent acknowledging some success by Revura. The costs claimed are close to the \$23,931.70 shown in Revura's bill of costs calculated on the same scale.

- [11] The lawyer hours claimed (46.6) are significantly less than those claimed by counsel for Revura (87.7) but were billed at a higher rate owing to the seniority of counsel.
- [12] The Glukhov defendants were successful on the most contentious issues in the motion and cross-motion: requiring the examination for discovery of Mr. Glukhov to be conducted virtually (from Russia); prevention of the proposed amendment of the statement of claim to permit a claim for \$600,000 in expenses; and disallowing an amendment asserting that the transaction by Mr. Glukhov was a scheme for laundering money.
- [13] The exchange of affidavits of documents and Schedule A documents requested in Revura's motion had been done prior to the motion hearing and the requests for payment of revenue from the property to Revura and for an appraisal of the property were abandoned by Revura at the hearing.
- [14] The Glukhov defendants seek costs of the cross-examination of Revura with no costs payable to Revura despite the provisions of r. 39.02(4)(b) of the *Rules of Civil Procedure*, R.R.O. 1990, Reg.194 (the "Rules") that presumptively make the Glukhov defendants responsible to Revura for those costs. The submission is made because the cross-examination elicited important relevant evidence for use on the motion that was not apparent in the Revura affidavit.

The Plaintiff (Revura):

- [15] The Bill of Costs filed by Revura shows partial indemnity fees of \$23,592.70 inclusive of HST. The addition of disbursements brings the total to \$23,931.70. Of that total, approximately \$2,000 (plus HST) relates to the cross-examination of Revura by counsel for the Glukhov defendants.
- [16] Revura asserts that its motion was necessary because of the delay in securing a comprehensive discovery timetable caused by the recalcitrance of the Glukhov defendants. The Glukhov defendants' cross-motion need not have been made separately. Simply responding to the Revura motion would have avoided the need for two separate motion records and facts.
- [17] In the circumstances, Revura seeks an award of partial indemnity costs in the all-inclusive amount of \$7,500, payable to him either forthwith or in any event of the cause.
- [18] Revura was successful in receiving an order for leave to make six amendments to the statement of claim, which had not been consented to by the Glukhov defendants. Likewise, Revura was successful in receiving an order that Glukhov be examined for discovery first, as justified by the facts and despite the presumptive provisions of the Rules to the contrary.
- [19] The revised list of the heads of relief sought was provided to counsel for Glukhov on March 30, 2026, over two weeks before the motion hearing, which was before the responding motion record was prepared and served.

- [20] Revura submits that it is unreasonable for Glukhov to have claimed costs for two separate facta totalling 13.1 hours and for 13 hours to prepare for and attend at a short (1:35 hour) cross-examination of Revura. Counsel relies on r. 39.02(4)(b) to support an award to Revura of his partial indemnity costs of the cross-examination.

Applicable law:

- [21] The court's discretion to award costs is established by s. 131 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43. The non-exhaustive list of factors to be considered by the court in exercising its discretion is set out in r. 57.01 of the Rules.
- [22] In addition to the presumptive factor of success, r. 57.01 requires the court to consider the principle of indemnity, the amount of costs that an unsuccessful party could reasonably expect to pay, the complexity of the proceeding, the importance of the issues, and the conduct of any party that tended to shorten or to unnecessarily lengthen the duration of the proceeding.
- [23] In general, courts have established that the purposes behind awards of costs are to indemnify successful litigants for the cost of litigation, encourage settlement, and where necessary to discourage and sanction inappropriate behaviour by litigants.

Analysis:

- [24] In reviewing the factors set out in r. 57.01, I conclude that the result in the two motions is of primary importance as to the exercise of my discretion as to costs.
- [25] The amounts billed on a partial indemnity basis are not dissimilar, so that neither party could claim they were surprised to face a potential costs order in that magnitude. The Glukhov defendants spent a fraction of the time docketed by Revura, but the time was charged at a higher hourly rate based on the seniority of counsel, which was not unreasonable.
- [26] The issues were procedural but were important to both parties in moving the action forward toward resolution. The amount sought by Revura to be added to the claim was significant, so both parties had an interest in that aspect of the outcome. The disallowed proposed pleading alleging money laundering was important as a matter of reputation to the Glukhov defendants. As a whole, the matters, while important, were not highly complex. Finally, I am satisfied that it was necessary for Revura to have brought his motion to establish a discovery plan, details of which had not been forthcoming from the Glukhov defendants, and (given the absence of consent) to secure amendment of the statement of claim. Correspondingly, it was reasonable for the Glukhov defendants to have responded, particularly to challenge the proposed amendments as to the expenses claimed, to oppose the proposed money laundering pleading, and to establish the place of examination for discovery of Glukhov as Russia.
- [27] As to the result, although there was divided success, the main areas of dispute were the location for Glukhov's examination, and the pleadings amendments as to the \$600,000 expense claim and the allegation of money laundering. The Glukhov defendants were

successful on those issues. Revura did secure an order permitting several less consequential amendments of the statement of claim and as to the order of and timing for the examinations for discovery, both of which were opposed by the Glukhov defendants.

- [28] As to the cross-examination of Revura, it revealed significant evidence that bore on the issue of discoverability of the \$600,000 expense claim which in turn related to the alleged expiry of the limitations period relied on by the Glukhov defendants in opposing the pleadings amendments. For that reason, it is reasonable to depart from the normal rule that the examining party (the Glukhov defendants) should be responsible for the costs of the cross-examination.
- [29] The Glukhov defendants have proposed a reduction in their partial indemnity cost claim from the usual 60 per cent of full indemnity costs to 50 per cent, which is a reduction of about \$4,200 before HST. The amount claimed includes \$5,850 (before HST) for the cross-examination of Revura.
- [30] As I have noted, it was reasonable for Revura to have brought the motion. He was successful as to some of the pleadings amendments and as to the order of proceeding with examinations for discovery. He withdrew other claims for relief. A cross-motion was also appropriate to oppose the relief claimed and the Glukhov defendants achieved some success on matters of importance. However, preparing and filing a separate motion and factum by the Glukhov defendants was an unnecessary procedural step.
- [31] Based on the factors set out above, I am satisfied that the Glukhov defendants should receive an order for costs of the motions on a partial indemnity basis, but in an amount calculated at 30 per cent of actual costs. Therefore, there will be an order for costs fixed in the all-inclusive amount of \$17,499.18. For the reasons noted, Revura will not receive an order for payment of its costs of the cross-examination.
- [32] I have considered the circumstances of the claim, including the fact that it has been outstanding for about four years, that the defendants have changed counsel several times, and that Revura has received no income or other financial proceeds from the property. In my view, it is not necessary to order that the costs be payable forthwith. Instead, costs will be payable in any event of the cause.

Conclusion:

- [33] For the foregoing reasons, costs of the motions of March 12, 2026 and March 28, 2026 will be payable on a partial indemnity basis by the plaintiff, Valeriy Revura, to the defendants, V2 Niagara Inc., Alexey Vladimirovich Gloukhov aka Alexey Glukhov and Terminal Ltd., fixed in the all-inclusive amount of \$17,499.18, payable in any event of the cause.
- [34] There are no costs payable by the defendants to the plaintiff arising from the cross-examination of the plaintiff.

Reid J.

Date: August 11, 2026