

CITATION: Zadeh v. Fard, 2026 ONSC 3489
COURT FILE NO.: CV-21-934 (Brampton)
DATE: 2026-06-15

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

MARYAM SADROLSSADAT ZADEH, SEYED MEHDI MOTAKEFPOUR,
MOHSEN JAHANMEHR, MEYSAM JAHANMEHR, NARGES
GERAMIKHOSH, JINOUS SURKI, MEHRI SADROSSADAT, SEYED
ABDOLHAMID JAHANMEHR, HARRY HOOGKAMP and DAVID
LLOYD HAMIDI

Plaintiffs

-and-

PARISA SHAEGAN FARD

Defendant

Andrei Dobrogeanu, for the Plaintiffs
Simone Cullen, for the Defendant

Heard: February 18, 2026

REASONS FOR DECISION

Justice. R. Chown

[1] The plaintiff investors move for summary judgment. The plaintiffs all invested money with the defendant pursuant to written agreements. The defendant engaged in trading foreign exchange at the time; however, she did not have any type of registration or licence with the Ontario Securities Commission or other authority. The agreements vary in their terms, but in all cases the defendant guaranteed the return of the plaintiffs' original investments. Some of the agreements also called for sharing the growth of the investments, and in some the defendant agreed to pay wildly optimistic rates of return.

The defendant says she made the agreements based on her positive success in foreign exchange trading on her own behalf.

[2] The defendant lost the plaintiffs' money. She admits she is liable to the plaintiffs in breach of contract but denies fraud. For their part, the plaintiffs want a finding of fraud so that their judgments will survive expected bankruptcy proceedings. The defendant says the case is not suitable for summary judgment. She denies making any statements of fact that were false and opposes any findings that she acted fraudulently.

[3] I find that the case is suitable for summary judgment and that the plaintiff is liable for fraudulent misrepresentation, and I grant summary judgment accordingly.

BACKGROUND

[4] The parties are all members of the Iranian diaspora. The plaintiffs are family members or acquaintances. The defendant moved to Canada in 1994. Her highest level of education is a high school diploma in Iran. She also completed several courses in currency trading including an online course through Market Traders Institute in Florida in 2017. As indicated, she is not registered in any manner with the Ontario Securities Commission or any other securities or financial services regulator.

[5] The defendant deposed in her affidavit, "I never kept any formal record of my Forex trading, but believe that over the course of the approximately 6 years of trading prior to 2018, I realized profits. Commencing in 2019, my Forex trading resulted in losses which resulted in my abandoning all Forex trading."

[6] The defendant denies that she sought out the plaintiffs. She says she invested some money on behalf of two friends, Farnoosh Bahamin and Farzeneh Kashefie, and Ms. Kashefie's son Mohammad Pirhayati. Ms. Kashefie and Mr. Pirhayati had offices in Thornhill in a building known as "World on Yonge." The defendant never had an office there herself. She met some of the plaintiffs through these friends, and some of the plaintiffs introduced her to the other plaintiffs. The meetings, or at least some of the meetings, were held at World on Yonge. None of this is disputed.

[7] All the agreements are titled “Joint Venture Agreement.” They also all describe the plaintiffs as the “investor” and the defendant as the “investee.”

[8] Some of the plaintiffs are in the same family. The defendant says that the plaintiff Maryam Sadrolssadat Zadeh was the first of the family group to give her money to invest, and Ms. Zadeh came to World on Yonge with approximately \$100,000 in cash. The defendant says she had never spoken to Ms. Zadeh before this meeting. Ms. Zadeh’s evidence is consistent with the defendant’s evidence regarding how they met, but she adds details. For instance, she says she had previously given money to Mr. Pirhayati to invest in foreign currency, but in 2018 he advised he could no longer invest for them, and he recommended the defendant. Ms. Zadeh further says she made an initial investment with the defendant in about December 2018 where the defendant promised fixed rates of return. She invested \$125,000 and the defendant did pay monthly payments of \$4,000 for three months. She then invested a further \$200,000 in March 2019. This is not disputed.

[9] The following table lists the dates of the agreements and amounts of the investments. There is no dispute that the defendant signed the agreements and that she received the funds indicated.

Table 1

Plaintiff / Investor	Amount	Date
Harry Hoogkamp	\$25,000	Oct 22, 2018
David Hamidi	\$25,000	Oct 22, 2018
Narges Geramikhosh & Jinous Surki	\$100,000	Oct 22, 2018
Seyed Jahanmehr & Mehri Sadrossadat	\$50,000	Mar 5, 2019
Maryam Zadeh	\$325,000	Mar 11, 2019
Mohsen Jahanmehr	\$75,000	Mar 11, 2019
Mohsen Jahanmehr	\$75,000	Mar 11, 2019
Mohsen Jahanmehr	\$50,000	Mar 11, 2019
Meysam Jahanmehr	\$100,000	Mar 11, 2019
Mehri Sadrossadat & Seyed Jahanmehr	\$55,000	Mar 11, 2019
Mehri Sadrossadat & Seyed Jahanmehr	\$25,000	Mar 11, 2019
Seyed Motakefpour	\$90,000	Mar 12, 2019
Seyed Motakefpour	\$40,000	May 16, 2019

ELEMENTS OF FRAUDULENT MISREPRESENTATION

[10] There is no dispute that the elements of fraudulent misrepresentation are as described by the Court of Appeal in *Chaba v. Khan*, 2020 ONCA 643, at para. 15, and *Midland Resources Holding Limited v. Shtaif*, 2017 ONCA 320, at para. 162:

- a. the defendant made a false representation of fact;
- b. the defendant knew the statement was false or was reckless as to its truth;
- c. the defendant made the representation with the intention that it would be acted upon by the plaintiff;
- d. the plaintiff relied upon the statement; and
- e. the plaintiff suffered damage as a result.

[11] The primary focus of argument was on whether the plaintiffs have made out elements (a) and (b).

SUITABILITY FOR SUMMARY JUDGMENT

[12] The defendant submits that this case is not suitable for summary judgment because there is a genuine issue requiring a trial. More specifically, she submits that the issue of credibility is important in this case, and given its importance, the matter cannot be adjudicated on a paper record.

[13] In her factum, the defendant lists statements that the plaintiffs attribute to her. She denies making some of the statements. Some she characterizes as opinions or predictions. For instance, she characterizes a statement that she could double Ms. Zadeh's money in a year as a prediction, and not a statement of fact.

[14] The defendant cites *Henry Hill & Associates Inc. v. Santos*, 2021 ONSC 6051, at para. 27, for the proposition that "the more important credibility disputes are to determining key issues, the harder it will be to fairly adjudicate those issues solely on a

paper record.” I accept this as correct, but I do not think the case helps the defendant. The facts in that case were substantially different than here. The plaintiffs had claimed defamation relating to articles posted on the internet. The defendant denied being the author of the defamatory posts. He said someone else had used his IP address when making the posts. He adduced evidence of hacking of his computer and evidence of an alibi for the time the posts were published. In other words, one of the issues was “whodunit.” In addition, Petersen J. had identified that there were “a multitude of electronic files” requiring review. She found that there was a genuine issue for trial and the use of the enhanced fact-finding powers under subrules 20.04(2.1) and (2.2) was not an appropriate alternative.

[15] The appellate jurisprudence regarding summary judgment has consistently indicated that there is no genuine issue requiring a trial when: (1) the judge can make the necessary findings of fact; (2) the judge can apply the law to the facts; and (3) the process is a proportionate, more expeditious, and less expensive means to achieve a just result: *Hryniak v. Mauldin*, 2014 SCC 7, at para 49; *Le v Norris*, 2024 ONCA 741, at para. 39. In this case, there is no difficulty in the second and third branches of this test. That is, there is no difficulty applying the law to the facts and no issue that a summary judgment motion would be proportionate, more expeditious, and less expensive than a trial. The question is whether I can make the necessary findings of fact.

[16] The defendant’s own evidence suggests that there is not a great deal of distance between the parties about some of things the defendant is alleged to have said. I will quote at length from the defendant’s affidavit in response to Ms. Zadeh’s evidence on this issue:

I deny telling Maryam that I had a robot to enhance my performance. I did not use a robot to trade. I told some of the plaintiffs that I used a software application to alert me regarding certain trends that indicated when to buy or sell Forex.

I deny that I told Maryam that I was highly proficient at my job or that Forex trading was my job. I told her of my experience in Forex trading.

I do not recall whether I told Maryam that I could double her money in one year, but at the time I signed the agreement with Maryam, I believed I could “double her money”.

With respect to the offer of “fixed interest rates” I may have offered Maryam a minimum return on her funds. I never offered interest rates.

...

After carefully reviewing the agreements, I understand that by “committing” to return certain amounts, I may have agreed to “double [the] money” and in hindsight, I should have been far more careful before signing the agreements, as I did not intend to promise to “double money”.

[17] In response to Mr. Motakefpour’s evidence on this issue, the defendant said:

I deny telling Seyed that I had consistently provided “interest” payments to other investors. I acknowledge that I may have said that I had consistently [provided] other investors with positive returns or monthly payments;

I deny emphasizing my “track record of gains” to Seyed. I told him that I had both positive and negative years when trading in Forex.

I deny assuring Seyed that there was no risk of him losing his investment. I expressed confidence in my trading, but I did not guarantee there would only be positive results.

[18] To be sure there are important differences in the evidence about what precise representations the defendant made. However, it is not necessary to have a trial to try to resolve with exacting precision what was said verbally. The representations can be adequately discerned from the evidence. It is the bigger picture that matters in this case. It is not difficult to make the requisite findings of fact on the available record. Again, many facts in this case are not in dispute. The agreements themselves are in writing and there is no dispute that the parties signed the agreements and that the plaintiffs paid the money.

[19] The required factual determinations are not difficult in this case given the content of the agreements and the limited denials of the plaintiff in the face of the plaintiffs nine affidavits. The distance between the parties about the precise statements made is limited. The main controversy identified by the defendant comes down to characterizing the statements that were made. Were they statements of fact? Were they opinions? Were they predictions? The resolution of these questions does not require a trial.

[20] In result, I am satisfied that this is a suitable case for summary judgment.

ANALYSIS

The Agreements

[21] As the table above shows, Mr. Hoogkamp was one of three people who made investments on October 22, 2018. He drafted the agreement that he and the defendant signed. The other agreements were all apparently modelled on that agreement, with some changes in each.

[22] The operative terms of Mr. Hoogkamp's agreement and the two other agreements signed October 22, 2018 are brief:

JOINT VENTURE AGREEMENT

...

This agreement is between the Investor and the Investee.

The exclusive purpose of the venture will be the investment in FOREX business.

The investor has deposited the amount of \$25,000.00 CAD.

The Investee has commitment to pay the original investment of \$25,000 CAD, plus an amount representing 50% of the growth of the monies deposited.

This venture will begin starting October 22, 2018 and continue for a 10 month period, and can be extended with the consent of both parties.

If the Investor wishes to withdraw the original investment deposit, two months notice must be given.

As can be seen, the basic promise is a return of the original investment plus 50% of the growth. There is no mention of any possibility of losses.

[23] The agreement dated March 5, 2019 with Mr. Jahanmehr and Ms. Sadrossat is very similar to these agreements, but the term is 40 weeks starting on March 5, 2019 and the defendant agreed to pay back the original investment “plus an amount representing 100% of the growth of the monies deposited.” In other words, the defendant would get no benefit from this agreement. How this made any sense is not explained by either side. The defendant does acknowledge signing all the agreements, and she says that at the time she signed them she “generally understood the contents,” but, she says, “I did not think about the consequences to me if I did not realize the returns I expected to realize.”

[24] The agreements dated March 11, 2019 are slightly more complex. For instance, the agreement with Ms. Zadeh indicates (quoting verbatim):

The Investor has deposited an amount of 325K CAD delivered in the form of bank transfer on Mar 12, 2019 from TD bank and amount of 325K CAD.

This Joint Venture will begin starting 11 March 2019 and continue for a period of 10-months and can be extended with the consent of both parties in writing.

The Investee has commitment to pay after the 10 months from the date of this Agreement, on 11 Jan 2020 twice the original investment fund, an amount of 650K CAD to the Investor. The first half of the amount (original deposit) will be paid in the same form as it was given to the Investee, and the second-half (profit) will be paid in Cash. [Emphasis added.]

If the Investor is willing to withdraw the investment fund, the Investee agrees to return the original investment fund (original deposit) no later than one month from the date of the notice.

If the Investor is willing to withdraw the investment fund after 6 months from the date of this Agreement, but before the 10-months period ends, the Investee agrees to pay the Investor, in addition to the original investment fund, 5% profit per month, an amount of 16,250 CAD per month calculated up to the date of the notice. ...

If the Investor is willing to withdraw the investment fund before 6 months from the date this Agreement ends, the Investee agrees to pay the Investor, in addition to the original investment fund, 4% profit per month, an amount of \$13,000 CAD per month calculated up to the date of the notice. ...

If the Investee is willing to withdraw the investment fund before 10-months period ends, the Investee agrees to pay 10% per month, an amount of 325K CAD per month calculated up to the date the investment funds (original deposit) is returned to the investor in its entirety. ...

[25] The other agreements are all slightly different but have similar features. The lack of sophistication and care in these agreements is patent. For instance, the last quoted paragraph above says the defendant would pay “325K CAD per month,” which would be 100% per month, not 10% per month as the immediately preceding text indicates. Of course, even 10% per month is absurd. All parties lacked sophistication and care, but the contractual promises made, and the risks taken by the defendant in signing these agreements is stunning.

[26] The agreements all indicate that the Investor “has deposited” their money with the defendant. In addition, the agreements use phrases such as: “original deposit”; “original investment”; “withdraw the investment fund”; “return” of the investment fund; “growth of the monies deposited”; and like phrases. Interpreted reasonably, the agreements all imply that the defendant would undertake proper and separate accounting of monies invested. She did not do so. The defendant accepted the plaintiffs’ funds as “deposits” for trading but did not segregate or keep track of the funds or the trading done with these funds, either individually or collectively.

What the Defendant did with the Money

[27] In evaluating whether the defendant’s actions were fraudulent, an important consideration is what she did with the money she received from the plaintiffs. If she spent it for her own benefit and did not invest the money, that points towards fraud. If she invested in foreign exchange and lost it, that points away from fraud.

Evidentiary issues

[28] The plaintiffs did not provide evidence on this point in their initial affidavits. There are eight affidavits dated February 9, 2024 that are included in the motion record. The defendant swore her affidavit on July 30, 2024. The plaintiff Mohsen Jahanmehr swore a reply affidavit on April 2, 2025. The defendant was cross-examined on June 11, 2025. The defendant did not cross-examine any of the plaintiffs, including Mr. Jahanmehr. Ms. Cullen candidly acknowledged that the defendant did not want to give the plaintiffs the opportunity to cooper up their evidence.

[29] The April 2, 2025 affidavit of Mr. Jahanmehr addresses several important points and includes reference to a recorded conversation. He says that in March 2020, he and five of the other plaintiffs met with the defendant seeking an explanation regarding their losses. He says the meeting was recorded. He says the participants in the meeting all spoke Farsi, including the defendant. There is no transcript or translation of the meeting, but in his affidavit, Mr. Jahanmehr describes some of the admissions made by the defendant. His affidavit includes a link to the recording.¹

[30] The defendant submits that the reply affidavit is, for the most part, improper reply evidence. She says it ought not to have been included and she did not have the opportunity to respond to it, and it should not be relied on. While I agree that the recording ought to have been dealt with in the plaintiffs' initial affidavit evidence, I would not exclude it. The recording was produced well in advance of the defendant's cross-examination. The materials were all filed months in advance of the motion. The defendant did not seek to respond to the reply affidavit or cross-examine on it. The

¹ I did not click on the link or listen to the recording. Judges are rightly reluctant to click on such links: *Athesivan v. Canada Shri Muththumaari Amman Temple*, 2022 ONSC, at paras. 13-18. Unless a judge directs otherwise, content found at a link to an internet site does not form part of the court record. In any event, the link is said to be to an audio recording of a conversation in Farsi, and as I do not speak Farsi it would be of no use to me.

defendant surely would have been permitted to file a sur-reply. There is no evidence of any prejudice and given the nature of the evidence (based on a recording), it is difficult to see how there could be prejudice. In the circumstances, the decision not to seek a sur-reply seems to be strategic. That is, the defendant calculated she was better off to oppose the admission of the evidence than to respond to it. In the circumstances of this case, with such ample time to respond, the defendant's chosen strategy should not relieve her of the requirement to put her best foot forward.

The evidence about what the defendant did with the money

[31] Mr. Jahanmehr says in his reply affidavit that during the March 2020 meeting, the defendant admitted:

- “[S]he had debts when she accepted the money from the Plaintiffs, but that at that time nobody was asking for their money back.”
- “[P]art of the funds received from the Plaintiffs were used for her personal expenses.”
- “[S]he saw the investment by the Plaintiffs as an opportunity to recover lost money.”
- “[S]he had spent \$12,000 on an automated system in January 2019.”

[32] Mr. Jahanmehr also says that the defendant has not provided copies of her investment trading account, but she showed Mr. Jahanmehr, and he photographed, certain screenshots from the account. He further says that the defendant:

deposited approximately \$734,000 CAD in her foreign currency exchange trading account in 2018 and withdrew approximately \$109,000 CAD in 2018 from this account. She withdrew a further \$50,724 CAD from the same account in February 2019, which appeared to be all the funds left in that account at that time. This

suggests that she made losses between 2018 and February 2019 of approximately \$574,000 CAD.

[33] The proper conclusion is that the defendant did not trade with, and therefore misused, almost \$160,000 of the funds she received from the plaintiffs.

False Representations

[34] The defendant says that any statements she made were true or she honestly believed them to be true. As already noted, she describes many of the statements she made as opinions and predictions, not facts.

[35] Regarding guarantees that the defendant made, she admits, “I guaranteed the returns for the plaintiffs, in that, if my Forex trading did not yield certain results, I would have to pay the plaintiffs from my personal funds. At no time, did I guarantee that my Forex trading would yield certain results.” The plaintiffs submit that the defendant knew that she could not guarantee a minimum return. This claim is supported by the defendant’s own evidence. During her cross-examination, the defendant acknowledged that there is risk in foreign exchange trading and that she knew from her experience that she could not guarantee a minimum return, or any return.

[36] The plaintiffs also submit that the defendant gave false promises of high returns. This submission is supported in the various affidavits of the plaintiffs, which generally all indicate assured high returns. The wildly optimistic rates of return that the defendant agreed to in the agreements, and the stunning risks taken by the defendant, also suggest the defendant had extreme confidence in her own abilities – a confidence that is consistent with the plaintiffs’ evidence.

[37] On the totality of the record, it is thoroughly established that the defendant represented to every plaintiff, either explicitly or implicitly, that they would achieve high rates of return and that their investments would not be lost. In my view, these representations went beyond mere opinion and amounted to representations of fact.

[38] These representations were false when they were made. As already indicated, when she accepted the plaintiffs' money, the defendant knew foreign exchange trading did not offer guaranteed returns, and she could not guarantee returns for the plaintiffs.

[39] In addition, the defendant accepted money and, on at least one occasion, almost immediately used it for purposes other than investing that money in foreign exchange. On March 11, 2019, the defendant's personal bank account balance was about \$1,500. She received \$100,000 from one of the plaintiffs. Within days, she wrote a cheque for \$5,800 and made Interac purchases well in excess of the \$1,500 balance she had previously had in her account. This shows the defendant did not treat the plaintiffs' money as investments. It was false on her part to state (impliedly in the agreements, if not explicitly) that the money would be treated as investments. The fact that the defendant did not maintain proper accounting also shows it was false for the plaintiff to state that the money would be treated as investments.

[40] Element (a) of fraudulent representation is made out. The defendant made false representations of fact to the plaintiffs.

Knowledge or Recklessness

[41] The defendant's representations were made openly and in writing. This points towards a conclusion that the defendant believed that she would be able to somehow pay the returns she agreed to pay. In other words, that she did not know her statements were false.

[42] However, as already noted, the defendant has admitted that she knew foreign exchange trading did not offer guaranteed returns. The agreements themselves offered guaranteed returns anyway, and in some cases huge returns. In addition, the defendant has not put forward statements from her foreign exchange trading account. She has not established any basis for:

- a. guaranteeing returns
- b. committing to returns of 50% and more; or

- c. saying she could double any of the plaintiffs' money in a term of 10 months (for example).

These are all things the defendant acknowledges that she did. She claims she was successful in foreign exchange trading from 2012 to 2018, but she has provided no evidence to show this. She admits telling the plaintiffs she had realized good returns in the past, but she has provided no evidence to support this statement. It was incumbent on her to do so or risk the finding that her statements to this effect were false and she knew them to be false.

[43] The evidence I have already described about the defendant's low bank balance and immediate use of the plaintiff's money for purposes other than trading foreign exchange, and about her misuse of \$160,000, also support the conclusion that the plaintiff knew her statements were false.

[44] In my view, the evidence amply demonstrates that the defendant made the representations I have described knowing them to be false. But even if I am wrong about that, in my view it is abundantly apparent that she made the statements with complete recklessness as to their truth.

[45] Element (b) of fraudulent representation is made out. The defendant made the false representations knowing they were false or with recklessness as to their truth.

Intention

[46] Very little needs to be said regarding the question of whether the defendant made the statements intending that they would be acted on by the plaintiffs. She met with them for the purpose of discussing investing with her. She accepted their money for that purpose. Her actions demonstrate she intended for the plaintiffs to rely on her representations so they would give her money.

[47] Element (c) of fraudulent representation is made out. The defendant made the false representations with the intention that they would be acted upon by the plaintiffs.

Reliance

[48] The representations in question fall into the category of “too good to be true.” One must be careful of hindsight bias when examining the circumstances. Factors that supported the plaintiffs’ faith in the defendant included:

- a. Mr. Pirhayati referred Ms. Zadeh to, and recommended, the defendant.
- b. Meetings with the plaintiffs took place at World on Yonge.
- c. The defendant had paid three months of returns to Ms. Zadeh.
- d. The defendant had paid a 10% return to Mr. Hoogkamp’s wife after a one-year investment.
- e. The defendant told Ms. Zadeh and other plaintiffs that she had completed certain courses; that she had been involved in foreign currency exchange for a long time; that she had a track record of gains; that she had a system to enhance her performance; that she could double their money in one year.

[49] Even with these factors in mind, the plaintiffs ought to have recognized the improbability of the representations. That is not the same thing, however, as finding that the plaintiffs did not rely on the representations or intend to rely on them. In the circumstances, it is a small step to conclude that the plaintiffs would not have invested the significant amounts of money they did without having faith in the defendant, even if, acting reasonably, they ought not to have had any faith in her.

[50] Each of the plaintiffs who has filed an affidavit has deposed that they relied on the defendant’s representations, and they have provided various reasons for doing so. These reasons are generally unchallenged and unrefuted. The claims of the two plaintiffs who did not provide affidavits, Jinous Surki and Seyed Geramikhosh, are based on joint investments with plaintiffs who did provide affidavits setting out the basis for their reliance on the defendant.

[51] Element (d) has been made out by the plaintiffs. The plaintiffs did rely on the defendant's false representations.

Loss

[52] The plaintiffs seek judgment only in the amounts of their investments, not including the promised returns. The defendant acknowledges the plaintiffs' losses.

CONCLUSION

[53] There is no genuine issue requiring a trial. The evidence readily shows that all the elements of fraudulent misrepresentation are made out. The plaintiffs are entitled to judgment against the defendant based on fraudulent misrepresentation.

COSTS

[54] I will receive submissions in writing on costs. Submissions shall be limited to three pages plus bills of costs or costs outlines, offers to settle, supporting dockets or invoices, etc. Plaintiffs' submissions by June 26, 2026. Defendant's by July 10, 2026. No reply without leave.

Chown J.

Released: June 15, 2026