

COURT OF QUÉBEC

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

« Civil division »

N° : 500-22-289756-259

DATE : June 11, 2026

BY THE HONORABLE DAVID PECHO, J.C.Q.

QASIM CHAUDRY
Plaintiff

v.

AMEX BANK OF CANADA
Defendant

JUDGEMENT

[1] The Court is seized with a “Motion to dismiss Plaintiff’s Statement of Claim”.

CONTEXT

[2] In his Statement of Claim, Mr. Qasim Chaudry alleges that Amex Bank of Canada committed gross negligence by mishandling a disputed credit card transaction.

[3] Mr. Chaudry goes on to state that Amex Bank of Canada denied his chargeback request without making the required verification in violation of its legal duty to investigate in good faith as required from a federally regulated financial institution.

[4] Mr. Chaudry is claiming an amount of \$30,485 detailed as follows:

- | | | |
|------|---------------------------------|-----------|
| i. | Undelivered goods: | \$14,985; |
| ii. | Legal and administrative costs: | \$2,500; |
| iii. | Lost time and opportunity: | \$2,000; |
| iv. | Moral damages: | \$6,000; |
| v. | Punitive damages: | \$5,000. |

[5] In its Motion, Amex Bank of Canada is asking this Court to Dismiss Mr. Chaudry's Statement of Claim and to declare it abusive.

QUESTIONS IN DISPUTE

- 1) Does the Defendant's Motion to dismiss meet the required grounds to grant application for dismissed?
- 2) Is Plaintiff's Statement of Claim abusive?

ANALYSIS

- 1) **Does the Defendant's Motion to dismiss meet the required grounds to grant application for dismissed?**

[6] The answer to this question is yes, for the following reasons.

[7] Defendant seeks the dismissal of Plaintiff's Claim on the grounds that it is barred by *res judicata* and unfounded in *Law*.

[8] Article 563 of the *Code of Civil Procedure* defines *res judicata* as follows:

The judgment has the authority of *res judicata* only with respect to the parties to the dispute and for the amount claimed. It cannot be cited in an application between the same parties for the same cause before a different court. Any application or proof based on the judgment must be dismissed by the court on its own initiative or on a party's request.

[9] A Judgement¹, of this Court in file number 500-32-720940-230 (**The 2024 Judgment**) which has the characteristics of a final judgment, already has authority of *res judicata* between the parties and therefore is a bar to the present Claim.

¹ Exhibit R-1.

[10] The Claim is between the same parties as in The 2024 Judgment.

[11] The Claim is regarding the same cause of The 2024 Judgment, that being of undelivered goods.

[12] More specifically, Mr. Chaudry alleges a disputed transaction and claims from Amex Bank of Canada an amount for undelivered goods, the same goods in both files. The amount claimed is a conversion from US dollars and is materially the same.

[13] It has been decided by The 2024 Judgment that Defendant did not breach any of its obligations towards Plaintiff and as such can not be held to the seller's obligation of delivery.

[14] Article 168 of the *Code of Civil Procedure* states:

A party may ask that an application or a defence be dismissed if

1° there is *lis pendens* or *res judicata*;

2° one of the parties is incapable or does not have the necessary capacity to act;
or

3° one of the parties clearly has no interest.

The party may also ask that an application or a defence be dismissed if it is unfounded in law even if the facts alleged are true. Such an exception may pertain to only part of the application or defence.

The court may, on the face of the record, deny an application for dismissal based on the grounds that it has no reasonable chance of success.

[15] In The 2024 Judgment, The Court already found that the provisions of the credit agreement binding Plaintiff to Defendant specifically stipulate that the latter is not liable to Plaintiff for goods and services that may have been purchased and paid for with their credit card from a third party, and where the third party fails to full its own obligations towards the Plaintiff.

[16] The 2024 Judgment concludes that Defendant acted in good faith and with diligence required from it regarding Plaintiff's Claim.

[17] The 2024 Judgement also concludes that, contrary to Plaintiff's position in both files, the goods (graphics cards) were in fact delivered to Plaintiff.

[18] The principle of *res judicata* is an absolute presumption that applies to the conclusions and grounds of a judgment and is based on the premise of a threefold identity

between the original judgment and the subsequent Claim: namely, the identity of the parties, the identity of the cause of action, and the identity of the subject matter².

[19] All three elements are present in the two files at issue.

[20] Mr. Chaudry and Amex Bank of Canada are the parties in both cases.

[21] The Claim relates to the same facts at its core (a disputed transaction for the purchase of goods – graphic cards purchased from the same third party).

[22] In both cases, the claimant is seeking financial compensation (of materially the same amount) for goods purchased from a third party.

[23] These issues between the parties have already been decided by the Court in The 2024 Judgment.

[24] This ground for inadmissibility, which prevents a matter that has already been decided from being decided again, serves to ensure legal certainty and aims to prevent multiple proceedings and the possibility of conflicting judgments³.

[25] Consequently, a party cannot, in order to circumvent this principle, put forward new arguments that it could or should have raised previously, thereby preventing it from pursuing repetitive recourses⁴. This is clearly and obviously what Mr. Chaudry is attempting to do by means of the current Claim.

[26] Furthermore, the issue of “chargeback” (rétrofacturation) was already raised and considered by the 2024 judgment.

[27] The 2024 Judgement concludes that Amex Bank of Canada acted in good faith.

[28] The present Claim is not distinct from that at issue in The 2024 Judgment.

[29] The simple fact that Plaintiff has added additional monetary claims in the present file (that are not legally justified nor factually founded in any way) in no way eliminates the *res judicata* conclusion reached herein.

[30] These additional claims, that cannot be disassociated from the main claim for undelivered goods, have no chance of success and must also be dismissed.

[31] The Claim of the Plaintiff herein shall be dismissed for the above-mentioned grounds.

² *Anderson c. Urli*, 2023 QCCS 4246.

³ *R.L. c. Centre d'hébergement Providence — Saint-Joseph*, 2025 QCCA 613.

⁴ *Meubles Léon ltée c. Option consommateurs*, 2020 QCCA 44.

2) Is Plaintiff's Statement of Claim abusive?

[32] The Court does not agree with the Defendants' view that the Plaintiff's Claim is so frivolous as to constitute an abuse of process.

[33] Articles 51 and following of the *Code of Civil Procedure* provide that a Court may rule that a claim or other procedural step is vexatious and award damages to compensate for the harm suffered, and even punitive damages where appropriate.

[34] In *9401-0428 Québec inc. c. 9414-8442 Québec inc.*⁵ the Court of Appeal of Quebec states:

[72] L'article 51 *Code de procédure civile* fonde le pouvoir des tribunaux de déclarer qu'une demande en justice ou un autre acte de procédure est abusif. L'abus, tel que défini à l'alinéa 2, englobe un large spectre de situations. Il vise notamment :

- sans égard à l'intention, une demande en justice ou un autre acte de procédure manifestement mal fondé, frivole ou dilatoire;
- un comportement vexatoire ou quérulent;
- l'utilisation de la procédure de manière excessive ou déraisonnable;
- l'utilisation de la procédure de manière à nuire à autrui;
- le détournement des fins de la justice, entre autres si cela a pour effet de limiter la liberté d'expression d'autrui dans le contexte de débats publics.

[35] An abuse of the right to bring legal proceedings is a fault committed in the course of legal proceedings. Article 51 of the *Code of Civil Procedure* does not remove the requirement to prove fault as a prerequisite for the award of damages. The test is objective, and the person will be compared to a prudent and reasonable person in the same circumstances⁶.

[36] In any case, one must exercise caution before concluding that there has been an abuse of process. The bar remains high and the margin narrow. The Court must not trivialise what constitutes an abuse of process, so as to prevent it from becoming a barrier to access to justice or from undermining the legislature's objective.

[37] The Court of Appeal recently reiterated the principles applicable in cases of abuse. The Court emphasises that, for the successful party to be entitled to damages

⁵ 2025 QCCA 1030.

⁶ *9401-0428 Québec inc. c. 9414-8442 Québec inc.*, 2025 QCCA 1030.

corresponding to the out-of-court costs incurred, the unsuccessful party must have abused its right to bring proceedings⁷.

[38] Although The Claim is unfounded, it does not cross the line into abusive proceedings.

FOR THESE REASONS, THE COURT:

[39] **GRANTS** the Motion to dismiss Plaintiff's statement of Claim;

[40] **DISMISSES** Plaintiff's Statement of Claim dated June 2nd, 2025;

[41] **THE WHOLE** with costs against the Plaintiff.

DAVID PECHO, J.C.Q.

Qasim Chaudry
Unrepresented Plaintiff

Lawyer of Defendant
Me Maggie Fortin
OSLER, HOSKIN & HARCOURT, S.E.N.C.R.L./S.R.L.

Date of Hearing: April 23, 2026

⁷ *Gestion Marigec inc. c. Immeubles Rimanesa inc.*, 2024 QCCA 1055.