

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *Canadian Imperial Bank of Commerce v. Grewal*,
2026 BCSC 1247

Date: 20260622
Docket: H01627
Registry: Abbotsford

Between:

Canadian Imperial Bank of Commerce

Petitioner

And

**Surjit Singh Grewal, Kamaljit Kaur Grewal, Khark Singh Grewal,
and John Doe and Jane Doe**

Respondents

Before: The Honourable Justice Basran

Oral Reasons for Judgment

In Chambers

Counsel for the Petitioner: D. Carroll

Counsel for the Respondents, Surjit Singh Grewal
and Kamaljit Kaur Grewal: R.S. Atwal

Counsel for the Respondent, Khark Singh Grewal: D. Gruber

Attendee, Jasjit Singh Aujla: J. Singh

Place and Date of Hearing: Vancouver, B.C.
June 22, 2026

Place and Date of Judgment: Vancouver, B.C.
June 22, 2026

[1] **THE COURT:** Canadian Imperial Bank of Commerce (“CIBC”) is the petitioner in this matter. It holds a mortgage registered on March 1, 2017 against the property at 819 Clearbrook Road, Abbotsford, BC (the “Property”).

[2] The respondent applicants are Surjit Singh Grewal and Kamaljit Kaur Grewal. They are the registered owners and live at the Property. Another respondent, Khark Singh Grewal, also lives at the Property with his family. Several of the parties share the same surname, so I will use their first names in this ruling. No disrespect is intended.

[3] Khark is Surjit's son from a previous marriage. Surjit and Kamaljit seek an order approving the sale of the Property that is the subject of this foreclosure proceeding.

[4] On December 6, 2021, CIBC registered a certificate of pending litigation on the Property (the “CPL”). Mr. Dhaliwal, Kamaljit's and Surjit's real estate agent, listed this Property for \$3.5 million for 271 days from March to November 2021. They received two offers.

[5] On or about December 9, 2021, Jasjit Singh Aujla entered a contract of purchase and sale with Surjit and Kamaljit for a purchase price of \$3.175 million (the “Contract”) of which Mr. Aujla has paid a deposit of \$245,000.

[6] From March 22, 2022, to May 31, 2026, a period of more than four years, approximately 17 addenda between Mr. Aujla and the applicants, Surjit and Kamaljit, were executed in relation to the Contract, extending the Contract to July 15, 2026.

[7] Mr. Aujla remains willing and able to complete the purchase in accordance with the Contract.

[8] On August 25, 2023, CIBC obtained an order for conduct of sale against the Property but did not enforce the sale because it entered into a forbearance agreement with Surjit, Kamaljit, and Khark.

[9] On or about February 2026, Khark failed to make a payment towards the forbearance agreement, so CIBC enforced the conduct of sale.

[10] The appraisal referenced in the foreclosure materials indicated a market value of \$3.1 million as of February 9, 2022. CIBC listed the Property for \$3.2 million on April 17, 2026, and reduced it to \$2.999 million on May 16, 2026. To date, CIBC has not received any offers on the Property.

[11] The Contract with Mr. Aujla remains in place with a completion date of July 15, 2026.

[12] Surjit and Kamaljit seek leave to have the Contract with Mr. Aujla enforced and the Property sold to Mr. Aujla.

[13] CIBC seeks amendments to the terms of the orders sought, which Surjit and Kamaljit consent to.

Legal Basis

[14] The applicant bears the onus of satisfying the court that it went about finding a buyer for the mortgaged property in a businesslike manner, and that the proposed sale is provident in the circumstances: *Elite Mortgage Corp. v. Derewenko*, 2019 BCCA 125 at para. 18.

[15] Surjit and Kamaljit are entitled to bring this application for court approval within the foreclosure proceedings: Rule 21-7(7) of the *Supreme Court Civil Rules* and s. 15 of the *Law and Equity Act*, R.S.B.C. 1996, c. 253.

[16] Before a court can conclude that a proposed sale is provident, it must be satisfied that both the marketing and sales process has been a fair and proper one for all, and that the proposed price reflects the fair market value for the property in question: *Kokanee Mortgage MIC Ltd. v. 669655 B.C. Ltd.*, 2014 BCSC 458 at para. 27.

[17] The true value of a mortgaged property is what someone is actually willing to pay to purchase that property: *Metropointe Mortgage Investment Corporation v. Patry*, 2022 BCSC 1439 at para. 62.

Positions of the Parties

[18] Surjit and Kamaljit assert that CIBC has offered the Property for sale in a businesslike manner, and the proposed sale is provident in all of the circumstances, notably because the sale price is \$175,000 higher than the current list price.

[19] Khark did not consent to and steadfastly opposes the sale of the Property to Mr. Aujla because he contends that he uses the Property for a farm business that supports him and his family. He asserts the existence of a so-called “loan agreement” that entitles him to a beneficial 34% interest in the Property and requires the agreement of Surjit, Kamaljit, and him to sell the Property.

[20] Khark further asserts that CIBC has not completed a comprehensive and open marketing process such that the sale price has been procured in a businesslike manner.

[21] Khark also points out that Justice Milman denied an application to cancel a CPL on the Property based on the Contract with Mr. Aujla and held that the Property may be irreplaceable to him and that his beneficial interest is “unlikely to be adequately compensated in damages”.

[22] Khark further contends that the deposit of \$245,000 paid to Surjit and Kamaljit should not be considered as part of the sale price because those funds are not held in trust.

Discussion

[23] In my view, Surjit and Kamaljit are entitled to rely on the recent sales efforts of CIBC in support of their application for the approval of the sale to Mr. Aujla within the foreclosure action.

[24] The Property was originally listed more than two months ago at \$3.2 million, and it has not attracted any offers at the lowered list price of under \$3 million. No one attended today's foreclosure application offering to pay more than Mr. Aujla. Specifically, Khark has not provided any evidence to suggest that he is prepared to pay more than \$3.175 million for the Property.

[25] I reject the submission of Khark that the deposit ought not to be considered. It is clearly part of the sale price, and to the extent that there is a dispute over the sales proceeds, that issue may be determined by an accounting after the resolution of the litigation involving the so-called loan agreement.

[26] The evidence does not convince me that the Property is irreplaceable to Khark. His business has been conducted elsewhere in the past and, presumably, can be conducted somewhere else in the future.

[27] Justice Milman noted that it was not disputed that the sale price of \$3.175 million was reasonable. He denied the application to remove Khark's CPL on the Property principally because Khark offered to bring the CIBC mortgage into good standing. It was a term of Milman J.'s order that Khark bring the CIBC mortgage current and, going forward, that he continue to make the monthly payments on that mortgage as and when they fall due until further order of this court. Khark failed to abide by this term of the order by not making the last payment according to the Forbearance payment in March 2026. CIBC listed the Property for sale in April 2026 for \$3.2 million, and I am satisfied that, despite dropping the list price, there have been no other offers.

[28] Khark cannot obstruct the sale of the Property while awaiting the outcome of the underlying litigation. More than four years have passed since Milman J.'s decision. The sale of the Property should not await the conclusion of the civil litigation between the parties given that Mr. Aujla's offer seemingly exceeds the current fair market value of the Property.

[29] This Property was previously listed in 2021 for \$3.5 million for 271 days and generated no offers. A December 2025 appraisal noted its fair market value at \$3.29 million. CIBC listed it at \$3.2 million two months ago and dropped the price to \$2.999 million a little more than a month ago.

[30] I recognize that there is limited other evidence provided by either party on the value of the Property. However, what remains clear is that Mr. Aujla's Contract notably exceeds the current asking price. In my view, the Property has been properly marketed by CIBC, and the Contract price is provident.

[31] Surjit and Kamaljit are granted the orders they seek, subject to the terms requested by CIBC.

[32] Are there any submissions on costs?

[DISCUSSION RE COSTS]

[33] THE COURT: The order shall refer to the date of July 15, 2026, and it shall refer to the "purchaser's lawyer," not to a specific law firm.

[34] Turning back to costs. This was a contested application. It lasted more than 80 minutes. In my view, it is appropriate in the circumstances that costs be awarded at Scale B. I will accede to the request made by Mr. Atwal, counsel for Surjit and Kamaljit, that they be summarily assessed at \$1,000 payable within 30 days.

"Basran J."