

CITATION: 1691637 Ontario Inc. et al v. 2602317 Ontario Inc. et al, 2026 ONSC 3469
COURT FILE NO.: CV-25-960
DATE: 2026 07 16

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

1691637 ONTARIO INC.
BAATH, Jasbir Singh
BAATH, Jugraj Kaur

Plaintiffs

- and -

2602317 ONTARIO INC.
DHILLON, Karni Pal Singh
ESFAHANI, Payam Madani
PAYAM LEGAL AND IMMIGRATION
SERVICES INC.
RAZA, Mehdi
DOE, John
SURYA CHAKRABARTI LAW
PROFESSIONAL CORPORATION
CHAKRABARTI, Surya Sekhar
M AND R INVESTMENTS LTD.
SAI CONSULTING SERVICES INC.
GULATI, Rajeev
GULATI, Hema
TORONTO WIRE & SOLUTIONS
CORP.
ISHAQ, Abdul Wajid
PV REALTY ADVISORS INC.
VIJ, Baljit
VIJ, Parveen Kumar
THE DIRECTOR OF TITLES

Defendants

Jasdeep S. BAL, for the Plaintiffs

Alexander HORA, for the Defendant,
2602317 Ontario Inc.

Appiah BOATENG, for the
Defendants, Toronto Wire & Solutions
Corp. and Abdul Wajid Ishaq

Gaurika SHARMA, for the Defendants,
Sai Consulting Services Inc. and
Rajeev Gulati

HEARD: March 30, May 1, 2026

RULING ON MOTION

Wilkinson J.

[1] The Defendant, 2602317 Ontario Inc. (“260 Ontario”), brings this motion for an order holding the Defendant, SAI Consulting Services Inc. (“SAI Consulting”), and the Defendant, Toronto Wire & Solutions Corp. (“Toronto Wire”), in contempt for failing to follow the April 15, 2025 order of Justice Andre. 260 Ontario also moves for an order of imprisonment within the penalty phase of the contempt hearing for the Defendant, Rajeev Gulati, who is a director of SAI Consulting, and for an order of imprisonment for the Defendant, Abdul Wajid Ishaq, who is a director of Toronto Wire.

[2] The Defendants, SAI Consulting and Rajeev Gulati, bring a cross-motion for an order setting aside the April 15, 2025 order of Justice Andre, and for an order dismissing the contempt motion of 260 Ontario.

[3] The Defendants, Toronto Wire and Abdul Wajid Ishaq, also bring a cross-motion for an order setting aside the April 15, 2025 order of Justice Andre, and for an order dismissing the contempt motion of 260 Ontario.

[4] At the hearing of the motion, it was agreed that the cross-motions would proceed, and submissions regarding the contempt motion would proceed once the cross-motions were addressed. However, some of the evidence relied upon by

the parties with respect to the contempt motion is included in these reasons for narrative purposes.

[5] On June 12, 2026 I released a decision that was published as *1691637 Ontario Inc. et al v. 2602317 Ontario Inc. et al*, 2026 ONSC 3469. That decision is set aside and is replaced with this decision.

[6] For the reasons that follow, the cross-motions brought by the Defendants are dismissed.

Background

[7] The underlying action in this case involves a dispute over a real estate transaction. The Plaintiffs claim that the property at the centre of the transaction, located at 0 Torbram Road, Caledon, Ontario, was transferred to the Defendant, 260 Ontario, without their knowledge or consent.

[8] The Defendant, 260 Ontario, was the purchaser of the Torbram Road property. 260 Ontario paid almost \$4.8 million for the parcel of land, but cannot take title to the land because there is an allegation that some of the purchase monies were improperly paid to individuals who are not owners of the land.

[9] The Defendant, 260 Ontario, previously obtained tracing orders, and *Mareva* and *Norwich* orders, in an effort to uncover the distributions of the funds paid on the closing date for the sale of the property.

[10] On behalf of himself and Toronto Wire, Mr. Ishaq deposed that he was approached by the Plaintiff, 1691637 Ontario Inc. ("169 Ontario"), through its director, the Defendant, Kami Pal Singh Dhillon, to provide consultancy services for the sale of the Torbram Road property. An agreement for consultancy services and finder's fees relating to the sale of the property was then entered into between these parties.

[11] Mr. Ishaq deposed that he located the Defendant, 260 Ontario, as a buyer for the property for a total purchase price of \$4,800,000. The Agreement of Purchase and Sale was entered into on January 9, 2025. The transaction closed on January 16, 2025.

[12] Directions were provided to the purchaser's lawyer for referral fees to be paid directly to the Defendants, SAI Consulting and Toronto Wire, at the time of closing. However, the Defendant, 260 Ontario, alleges that Toronto Wire also re-routed additional funds to itself in addition to the agreed-upon fees.

[13] On April 15, 2025, the Defendant, 260 Ontario, obtained an order from Justice Andre under Rule 45.02 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, which required the Defendants, SAI Consulting and Toronto Wire, to pay the referral fees they had received from the real estate transaction into court.

[14] The language in paragraph 1 of the order states:

1. THIS COURT ORDERS that pursuant to Rule 45.02, the non-party, SAI Consulting Services Inc. ("SAI Consulting") and the non-party Toronto Wire & Solutions Corp. ("TWSC") are each hereby required to pay the specific funds each received from the proceeds of the purchase and sale (the "Transaction") of the real property municipally known as 0 Torbram Road, Caledon, Ontario (the "Property") into Court with the Accountant of the Superior Court of Justice until further Order of the Court, or final disposition of this action, which include:
 - (i) The specific fund for SAI Consulting refers to the \$450,000.00 it received and was paid into a TD bank account bearing transit number 01842 and account number 5331429 (the "SAI TD Account"); and
 - (ii) The specific fund for TWSC refers to the \$200,400.00 it received at closing and was paid into an RBC bank account bearing transit number 01704 and account number 1008267 (the "TWSC RBC Account") at closing of the Transaction.

[15] Paragraph 2 of the order dealt with production orders for the bank accounts for both Defendants held by RBC and TD banks.

[16] Paragraph 3 of the order specifically stated, “THIS COURT FURTHER ORDERS that any affected party may apply for directions or for an Order or to vary or set aside the Order on notice to counsel for the moving party”.

[17] The funds have never been paid into court as ordered by Justice Andre.

[18] None of the Defendants brought a motion to set aside the order of Justice Andre until they were served with the motion for contempt.

Position of Toronto Wire and Abdul Wajid Ishaq

[19] These Defendants take the position that Justice Andre’s order should be set aside. They submit that the order from Justice Andre was not just a general order for the Defendants to pay a certain sum of money into court. They argue that the language in the order was specific that the “specific funds” paid to these Defendants following the close of the sale were to be paid into court.

[20] They submit that the specific funds received through the sale of Torbram Road that were received on January 17, 2025 were disbursed on January 23, 2025. They provide bank statements that show that Toronto Wire received \$200,400 on January 17, 2025, and that on January 23, 2025, there were five separate wire transfers removing money from the account totaling \$253,136.73.

[21] These Defendants therefore argue that it was impossible for them to follow the order of Justice Andre, because they were no longer in possession of the specific funds received following the closing at the time that the order was made. They rely upon the bank statements showing the funds from the sale leaving the account on January 23, 2025 to support this position.

[22] These Defendants submit that the order does not address the status of the funds outside of the real estate transaction, and that it does not require them to pay any funds into court beyond the specific funds received immediately after the closing.

[23] These Defendants argue that Justice Andre was not informed at the time he made the order that the specific funds from the sale of the property had already been disbursed. Accordingly, they argue that Justice Andre's order should be set aside.

Position of Sai Consulting and Rajeev Gulati

[24] SAI Consulting and Mr. Gulati also take the position that Justice Andre's order should be set aside. They argue that it is premature for an order to be made against them requiring them to deposit funds into court because the allegations of fraud, misrepresentation, and misconduct against them are not at this point judicial findings, but merely allegations.

[25] They also argue that Justice Andre's order should be set aside because they did not have a lawyer at the time the order was made, and they did not provide written responding materials to be considered by Justice Andre prior to the order being made.

[26] These Defendants also repeat the same argument made by Toronto Wire and Mr. Ishaq, that it is impossible for them to pay the specific funds received after the closing into court, as those funds were disbursed in January 2025, and were not in their possession at the time that Justice Andre made the order.

[27] Mr. Gulati provided affidavit evidence confirming that \$450,000 was received by SAI Consulting on January 16, 2025, from which SAI Consulting was paid a \$60,000 commission. His affidavit further stated that \$86,000 of the funds SAI Consulting received belonged to Mr. Ishaq, but Mr. Ishaq agreed to allow Mr. Gulati to use the funds for loan repayments and expenses. Mr. Gulati deposed that he made a promise to Mr. Ishaq that he would return the funds to him when he could.

[28] Mr. Gulati has never provided an accounting to 260 Ontario as to how the \$86,000 was spent. He did, however, provide a bank statement from July 30, 2025, which shows the last transaction for the account being on March 10, 2025, at which time the balance in the account was \$3.50.

[29] The remaining \$304,000 was disbursed by SAI Consulting to various individuals as directed by Mr. Ishaq, including a payment made to Mr. Ishaq's mother, his friend, and his wife. Mr. Galati deposed that he was not able to provide additional details regarding the funds disbursed from the SAI Consulting bank account, as the bank account was closed by the bank.

[30] Mr. Gulati also provided proof that he and his wife, the Defendant, Hema Gulati, filed for bankruptcy in January 2026. He argues that his need to file for bankruptcy establishes that he does not have the ability to pay the funds into court as ordered by Justice Andre. The trustee in bankruptcy is Goldhar & Associates Ltd. The trustee was provided with notice of this motion but did not attend.

[31] I note that there is no evidence before me regarding any claims of bankruptcy with respect to SAI Consulting.

Position of the Defendant, 260 Ontario

[32] 260 Ontario disagrees with the Defendants' interpretation of the order of Justice Andre. It takes the position that the order required the Defendants to pay specific amounts into court, as opposed to only requiring the Defendants to pay the exact funds that were received through the real estate transaction.

[33] 260 Ontario submits that the allegations against the Defendants, SAI Consulting and Toronto Wire, involve serious fraud.

[34] 260 challenges the claims of Mr. Ishaq and Toronto Wire that it is financially impossible for them to comply with the order of Justice Andre, because Mr. Ishaq admitted to receiving \$3.5 million in proceeds from the land in question. 260 Ontario further submits that on cross-examination, Mr. Ishaq refused to answer 79 questions, most of which dealt with the location of funds.

[35] 260 Ontario also points to Mr. Ishaq's admission at his cross-examination that he loaned \$17,000 to a friend after he received the funds from the sale of Torbram Road. 260 Ontario therefore argues that because Mr. Ishaq had enough money to give loans to other individuals, that Toronto Wire and Mr. Ishaq have failed to establish that they are incapable of paying the required funds into court.

[36] 260 Ontario argues that the bank statement from Toronto Wire from January 2025 shows \$200,400 being received on January 17, 2025. In addition, that same statement shows a credit adjustment of \$1,831,905 coming into the account on January 24, 2025, and a closing balance of \$1,838,116.24.

[37] 260 Ontario disputes that there is any procedural unfairness with respect to the order it obtained from Justice Andre. Mr. Ishaq and Mr. Gulati were both

present in court when Justice Andre made the April 15, 2025 order. Although they were both self-represented at that time, the order allowed for the Defendants to move to set aside or vary the order. 260 Ontario therefore argues that both Mr. Ishaq and Mr. Gulati were well aware of the issues before the court at the time the order was made, but took no action to set aside the order until the contempt motion was brought.

The Law

[38] Rule 59.06(2) of the *Rules of Civil Procedure* allows a party to move to set aside or vary an order.

[39] Orders should be interpreted contextually, with a view to achieving the order's objective: *Sweda Farms Ltd. (c.o.b. Best Choice Eggs) v. Ontario Egg Producers et al*, 2011 ONSC 3650, at para. 34, aff'd, 2012 ONCA 337, leave to appeal to S.C.C. denied, [2012] S.C.C.A. No. 291.

[40] Parties are not permitted to hide behind a "restrictive and literal interpretation to circumvent the order and make a mockery of it and the administration of justice": *Boily et al. v. Carleton Condominium Corporation 145 et al*, 2014 ONCA 574, 121 O.R. (3d) 670 (C.A.), at para. 58.

Analysis

[41] The moving Defendants argue that the order of Justice Andre should be set aside because at the time that the order was made, Justice Andre was not aware that the Defendants had already disbursed the specific funds that they were ordered to pay into court.

[42] I do not find that the language of the order required the Defendants to pay the funds specified in the order into court only if they were the *exact* funds received from the transaction three months earlier when the real estate deal closed. That is an unreasonable interpretation of a clear order.

[43] I find that Justice Andre's use of the words "specific funds" in the order has the same force and effect as if the words "specific amount" had been used in the order. The order was intended for the Defendants to pay into court the amounts that they received following the real estate transaction.

[44] The moving Defendants were all put on notice of the motion before Justice Andre, and were present when the motion was argued. Justice Andre noted in his endorsement that no materials were filed by Toronto Wire or SAI Consulting in response to the motion.

[45] Neither Defendant has established that there are relevant facts which arose after the Justice Andre order was made to justify varying it or setting it aside.

Conclusion

[46] Justice Andre's order was clear and unequivocal that each Defendant was ordered to pay a specific sum into court. Both Defendants and their principals had knowledge of the order. The Defendants have failed to establish that it is just or appropriate for the April 15, 2025 order of Justice Andre to be set aside.

[47] The motions by Toronto Wire and SAI Consulting to set aside the April 15, 2025 order of Justice Andre are dismissed.

Costs

[48] Contrary to the Practice Directions, none of the parties have uploaded Bills of Costs, or a Cost Outline, to Case Center. The parties are strongly encouraged to resolve the issue of costs as between them.

[49] If the parties are unable to resolve the costs payable on this motion, 260 Ontario may prepare a costs submission by July 24, 2026. Toronto Wire and SAI Consulting may prepare responding costs submissions by August 7, 2026. All costs submissions shall be filed and uploaded to Case Center. Costs submissions shall be no longer than two pages double-spaced, not including any Bills of Costs or Offers to Settle.

Wilkinson J.

Released: July 16, 2026

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