

ONTARIO

SUPERIOR COURT OF JUSTICE

BETWEEN:)
)
GTN Global Talent Network Inc.) *Mark Klaiman, Lawyers for the Plaintiff*
Plaintiff)
)
– and –)
)
)
Jobs in Dubai Inc., Anthony Leidoux, and) *David A. Schatzker, Lawyer, for the*
Nirmala Leidoux a.k.a Mala Leidoux) Defendants
)
Defendants)
)
)
) **HEARD:** May 26, 2026

G. DOW, J.

REASONS FOR DECISION

[1] The plaintiff, through its owner/principal, Bhaktraj Singh sought a *Mareva* injunction against the defendants arising from its purchase of the defendant, Jobs in Dubai Inc. in August, 2023.

[2] The Statement of Claim was issued March 3, 2024, served and the Statement of Defence and Counterclaim is dated May 30, 2024. The action lingered until an *ex parte* motion was heard January 17, 2025 before (then) Justice Brownstone who endorsed:

“There is no basis in the materials before me for this matter to proceed *ex parte*. The defendants are represented and have pleaded. The claim was issued in March, 2024 and defended (with a counterclaim) in May 2024. There is no evidence that there are circumstances that render service impracticable or unnecessary, or that the delay necessary to effect service might entail serious consequences.

The *ex parte* motion is dismissed. Counsel for the plaintiffs shall provide this endorsement to counsel for the defendants.”

[3] That endorsement and the Motion Record was apparently not served until April 10, 2025. As will be noted below and was tendered in evidence, on November 29, 2024, the defendant, Anthony Leidoux became a one percent owner and the defendant, Nirmala Leidoux the remaining 99 percent owner of residential property in the Township of Scugog with a charge registered in the amount of \$1,050,000. A subsequent Parcel Register indicates the charge was increased to \$1,135,000 on January 8, 2026.

[4] The purchase price of Jobs in Dubai Inc. was \$2,000,000 with the plaintiff paying the defendant, Anthony Leidoux \$1,500,000 in cash, receipt of which was not in dispute, and a promissory note for the remaining \$500,000 (Exhibit S to the affidavit of Bhaktraj Singh sworn December 6, 2024). Subsequent to closing the transaction, the plaintiff became aware of a variety of false representations through altered or factitious financial, banking and business records.

[5] This included affidavit evidence from Vijesh Valivaveettil, the owner of a software development company that created the website for Jobs in Dubai Inc. In that affidavit, sworn September 26, 2024, Vijesh Valiyavveettil deposed being asked by Anthony Leidoux to add 300,000 job seekers to the Jobs in Dubai database (at paragraph 4). Further, Vijesh Valiyaveettil deposed in a supplementary affidavit, sworn June 20, 2025 that he had been contacted by Anthony Leidoux the previous week and offered a payment of an outstanding invoice of approximately \$5000 USD if he would say he had not signed his previous affidavit in this matter. This was followed by a subsequent offer to pay him 10-15 percent of the \$1,400,000 Anthony Leidoux told him he had been paid by Bhaktraj Singh for the business (at paragraph 7).

[6] Following closing of the sale to the plaintiff on August 23, 2023, the plaintiff’s efforts to sell the business met with success as of July 30, 2024. Jobs in Dubai Inc. was sold to Global Hiring LLC, owned and operated by Eric Finkelman for \$850,000 USD upfront plus an additional \$650,000 USD to be paid over the next four years.

[7] This would appear to reduce or even eliminate any loss suffered by the plaintiff, when taking into account exchange rates (which were not detailed by either side in submissions). In submissions, counsel for the plaintiff conceded damages would not be expected to exceed \$650,000 USD. Counsel for the defendants submitted, in the event the *Mareva* injunction was warranted, the proper amount was \$300,000 or less.

[8] Eric Finkelman was unable to make the business viable or suit his needs. He sold the business for \$850,000 USD plus, what was described as an unachievable turnout milestone that would pay, an additional \$150,000 USD and which Finkelman assigned to Bhaktraj Singh.

Analysis

[9] For *Mareva* injunctive relief, the following factors or guidelines which to the Court must consider that were agreed upon by counsel included:

- (a) a strong *prima facie* case;
- (b) particulars of the claim against the defendants including the grounds of its claim and the amount, and fairly stating the points made against it by the defendants;
- (c) grounds for believing that the defendants have assets in Ontario;
- (d) grounds for believing there is a risk of the defendant's assets being removed from Ontario, dissipated, or disposed of before a judgment or order is satisfied;
- (e) an undertaking as to damages. (see *Sherif Gerges Pharmacy Professional Corporation et al. v. Niam Pharmaceuticals Inc. et al*, 2025 ONSC 970 at paragraph 16).

[10] Counsel for the plaintiff relied on other decisions which addressed the following two additional factors found in some decisions:

- (a) the moving party will suffer irreparable harm if the injunctive relief is not granted;
- (b) the balance of convenience favours the granting of the injunction. (see 7572042 *Canada Inc. v. The Bank of Nova Scotia*, 2022 ONSC 3535 at paragraph 43).

[11] Regarding a strong *prima facie* case, counsel for the defendants conceded a *prima facie* case had been made out but contested it was strong enough to reach the threshold used in reported decisions of being almost certain to succeed at trial. I disagree. The materials detail misrepresentation and fabricated documents that raise the likelihood of fraud. While there are concerns about the quantum of the plaintiff's actual loss, the evidence is uncontested that the defendants made efforts to misrepresent to the plaintiff the value of what was being purchased. Further, while the sale of Jobs in Dubai Inc. eleven months later it can be argued was at a comparable price (with application of a favourable exchange rate for American Dollars), there is also evidence of efforts made by the plaintiff to increase the cashflow and client base and thus the value of Jobs in Dubai Inc. to a willing buyer.

[12] Regarding grounds to believe the plaintiff has assets in the jurisdiction, counsel for the defendants acknowledged this was satisfied (by ownership of property in Ontario).

[13] Regarding a serious risk the defendants will remove property or dissipate assets, counsel for the defendants relied on the purchase of property in November, 2024 or after the sale of the business to the plaintiff and the commencement of this litigation.

[14] This is undermined by the small percentage interest taken by the active participant, Anthony Leidoux, being one percent with the remaining 99 percent held by his spouse whom counsel acknowledged had no other involvement in the matters giving rise to this dispute. Counsel for the plaintiff urged me to make an adverse inference from the defendant's decision not to submit any evidence upon which they could be cross-examined.

[15] In this regard, it should be noted the evidence of the real estate purchase submitted by the defendants was in the form of an affidavit from a law clerk employed by the law firm retained by the defendants. Further, the material included an email thread between counsel (July 29- August 11, 2025) wherein plaintiff's counsel confirmed his intention to cross-examine the law clerk on her affidavit including questions about the defendant's assets and their presence/removal from the jurisdiction, likely requiring undertakings to ask the defendants and confirmation such questions would be refused. As a result, there was "no need to incur time and expense on a procedural attempt to conduct an ineffectual examination" (see Case Center page A4028).

[16] As a result, I find, what I shall describe as a litigation strategy, of great concern and agree this approach, given the surrounding circumstances, satisfies me that there is a risk of the defendants removing assets from Ontario.

[17] Regarding an undertaking as to damages, counsel for the defendants relied on the plaintiff being a corporation and on cross examining Bhaktraj Singh's admission that the corporate plaintiff held virtually no assets nor was generating any revenue. This was met with counsel for the plaintiff advising that the undertaking was given by Bhaktraj Singh in his affidavit and confirmation that it was personal. That is, it was acknowledged before me that the defendants can seek recovery of any award of damages or costs in this matter as against Bhaktraj Singh personally. As a result I am satisfied this factor has been met.

[18] Regarding irreparable harm, our courts have generally found this occurs when the harm "either cannot be quantified in monetary terms or which cannot be cured, usually because one party cannot collect damages from the other" (see *Christian-Philip v. Rajalingam*, 2020 ONSC 1925 at paragraph 33). I return to the defendant's decision not to tender any evidence. Logically, the defendants could have successfully responded to this motion by identifying sources of equity or assets within the jurisdiction. I find choosing not to do so results in the conclusion this factor as has been met.

[19] Regarding the balance of convenience, the Court considers which party will suffer the greater harm from the granting or refusal to grant the relief pending the final decision (7572042 *Canada Inc. v. The Bank of Nova Scotia*, *supra* at paragraph 54). Here, given the uncontested evidence of misrepresentation, falsifying documents and bribery having been alleged, I am satisfied that balance of convenience favours the plaintiff.

Conclusion

[20] As a result, I am satisfied that a *Mareva* injunction should be granted. I have some difficulty with the amount. It is clear the plaintiff has recovered at least \$850,000 USD of the purchase price of \$2,000,000 (of which only \$1,500,000 was paid). I propose to limit the *Mareva* injunction to \$300,000 CDN, that is, the standard *Mareva* injunction order shall contain in it at paragraphs 1(a), 3, 8 and 10 inclusion of the sum of \$300,000 CDN. For the parties' assistance, I have attached the standard draft order that I am prepared to sign upon counsel confirming with me their approval as to its form and content. Alternatively, they may provide me with their agreed upon version.

Costs

[21] Counsel for the parties advised costs have been agreed upon. That is, if the defendants were successful, it would be awarded costs fixed in the amount of \$9,000 inclusive of fees, HST and disbursements. If the plaintiff was successful, it would be awarded costs fixed in the amount of \$16,000, inclusive of fees, HST and disbursements. With my sincere thanks for that agreement, and acknowledging the success of the plaintiff, so ordered.

Mr. Justice G. Dow

Released: July 27, 2026

CITATION: GTN Global Talent Network Inc. v. Jobs in Dubai Inc. et al, 2026 ONSC 3157
COURT FILE NO.: CV-24-00715840-0000
DATE: 2026-07-27

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SUPERIOR COURT OF JUSTICE

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– and –

Jobs in Dubai Inc., Anthony Leidoux, and Nirmala
Leidoux a.k.a Mala Leidoux Defendants

REASONS FOR DECISION

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