

CITATION: DeliveryEase Inc. v. Tahir et al, 2026 ONSC 4558
COURT FILE NO.: CV-26-00008318-0000
DATE: 20260818

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

DeliveryEase Inc.

Plaintiff

– and –

Abdel Tahir, Adelpha Technologies Inc.

Defendants

)
)
) *Camille Dunbar and Stephanie Kay, for the*
) *Plaintiff*
)

)
)
) *Garth B. Dingwall and Brendan Clancy, for*
) *the Defendants*
)

) **HEARD:** July 23, 2026
)

JUSTICE A. P. RAMSAY

I. Overview	2
II. Materials before the court	3
III. Preliminary matters	3
A. Supplementary affidavit of Abdel Tahir	3
B. Motion to stay	4
IV. Analysis.....	4
a) The law regarding injunctions	4
b) There is a serious issue to be tried	5
c) The plaintiff will suffer irreparable harm if the injunction were not granted	12
d) The balance of convenience favours the plaintiff	14
V. Disposition	16
VI. Costs.....	16
APPENDIX “A” -Order.....	1

I. Overview

- [1] The plaintiff is a start-up that provides pharmaceutical delivery services to pharmacies, retailers, and other medical and pharmaceutical service providers across Canada. Its customers log into a pharmacy web portal and mobile driver application to request and coordinate delivery of medication to the end user.
- [2] The defendant, Abdel Tahir, is a co-founder, the Chief Technology Officer, a shareholder, and a director of the plaintiff corporation and the sole shareholder and principal of the defendant corporation.
- [3] Mr. Tahir and three other individuals are shareholders in the plaintiff corporation, each owning 25% of the shares. The plaintiff corporation was incorporated in July 2023.
- [4] The plaintiff brought an urgent motion for an interlocutory injunction prohibiting the defendants from possessing, using, or exploiting software assets or confidential information used by the plaintiff to operate its business, and requiring the defendants to deliver up the software assets to the plaintiff. The defendants opposed the motion.
- [5] The plaintiff claims against the defendants, among other things, damages for misappropriation, breach of contract, and breach of common law duties of fidelity, confidence, loyalty, and good faith. The plaintiff also seeks damages for intentional interference with economic relations.
- [6] At issue is the software, platform and source code created and developed by the defendant Mr. Tahir and confidential information related to the software and source code (software assets). Because the parties used different terms to describe the intellectual property in dispute, I will use the terms “software assets” or “platform”, where appropriate.
- [7] At the conclusion of the motion, I granted the injunction and certain terms, with reasons to follow. These are my reasons.
- [8] On the motion, the plaintiff focused on its claim for breach of contract and whether Mr. Tahir had been an employee of the plaintiff. The plaintiff submits that under the first Assignment Agreement, the defendants irrevocably assigned all their rights, titles, and interests in the software to the plaintiff. The plaintiff argues that it owns the software assets and intellectual property developed by Mr. Tahir since its incorporation because the software assets were assigned to the plaintiff. The plaintiff relies on what it says are admissions made by Mr. Tahir in the past as well as his conduct to support their position that the plaintiff owns the software assets. The plaintiff says that Mr. Tahir has “changed his mind” about his decision to assign the defendants’ intellectual property rights in the software assets to the plaintiff corporation.
- [9] The defendants say that the platform was fully functional and complete by the time the plaintiff incorporated. The defendants assert that the corporate defendant, AdelphaTech, owns the source code and the software assets, which were developed by the defendants, and that they have managed the platform. The defendants say that the corporate defendant and its team of developers are available to do the work, as well as a third-party software developer. The

defendants say that Mr. Tahir was pressured to execute the Assignment Agreement and argue that there was no valid agreement.

[10] The parties agree that the plaintiff, the defendant Mr. Tahir, and one other individual are parties to a Unanimous Shareholders Agreement, dated as of July 23, 2024, and amended on November 28, 2024.

[11] The plaintiff says the defendants freely and knowingly assigned all their rights in the software assets to the plaintiff from the date of its incorporation. The plaintiff relies on two written agreements, the first of which the plaintiff says Mr. Tahir admitted to drafting himself. During oral submissions, the plaintiff focused on the first Assignment Agreement. The plaintiff asserts that the defendants have repeatedly admitted and behaved consistently with the plaintiff owning the software assets.

[12] While the defendants say there is no urgency to this motion, the plaintiff contends that they are at risk of losing their only major customer. The plaintiff submits that the defendants have repeatedly refused to provide access to the software assets in breach of the Assignment Agreements and their contractual obligations. The plaintiff asserts that the defendants have offered to provide access in exchange for a buyout of Mr. Tahir's shares.

II. Materials before the court

[13] Both sides approached this motion as if it were a motion for summary judgment, not an urgent motion for injunctive relief. The materials before the court were extensive. The plaintiff's motion record, reply motion record, and supplementary motion record totalled approximately 650 pages. The plaintiff's compendium, which spanned two volumes, was 652 pages and consisted of 112 tabs. The plaintiff filed several facta, a transcript brief, a pleadings brief, and two briefs of authorities.

[14] In turn, the defendants filed a responding motion record and three supplementary motion records totalling approximately 600 pages, a compendium consisting of over 360 pages, two facta, and briefs of authorities.

III. Preliminary matters

A. Supplementary affidavit of Abdel Tahir

[15] At the outset of the motion, the plaintiff opposed the late delivery of a further affidavit of Mr. Tahir. The plaintiff argued that the affidavit was delivered on July 13, 2026, after cross examinations on affidavits had been completed. The plaintiff asserted that the defendants had not brought a motion under r. 39.02(2) of the *Rules of Civil Procedure*, R.R.O. 1990, O. Reg. 194 for leave to rely on the affidavit.

[16] The defendants took the position that the supplementary affidavit's purpose was to provide answers to undertakings, and to address an interpretation issue that arose when Mr. Tahir was cross examined on his affidavit in response to the motion.

- [17] I denied leave to the defendants to rely on Mr. Tahir's supplementary affidavit. I agree with the plaintiff that the supplementary affidavit was an attempt by Mr. Tahir to correct his substantive evidence and goes beyond correcting one interpretation issue, as the defendants suggest. In my view, this is prejudicial to the plaintiff having delivered its own affidavits and conducted cross examinations on affidavits in support of the motion.
- [18] As for the first basis for the defendants proffering the affidavit, the defendants are not obliged to provide an affidavit to put forward their "voluminous" undertakings. Further, and as counsel for the defendants conceded, the answer undertakings are already part of the record.
- [19] I also rejected the second basis for the defendants proffering the affidavit, supposedly to correct an interpretation error where the interpreter misinterpreted "director" as "manager". There is no basis for the court to assess whether there was an interpretation error based on Mr. Tahir's own evidence. It is also not clear to the court in what context Mr. Tahir would have had an opportunity to advise the interpreter, as he deposes, that the English interpretations were incorrect.
- [20] The supplementary affidavit goes well beyond addressing any interpretation issue regarding the "one word". In fact, it was an attempt by Mr. Tahir to correct the record about the existence or non-existence of a non-disclosure agreement. Counsel for the defendants did not challenge counsel for the plaintiff's assertion that Mr. Tahir was fluent in English. Both counsel conceded that nothing turned on the existence or non-existence of a non-disclosure agreement for the purposes of the motion.

B. Motion to stay

- [21] In their factum, the defendants indicated that they were seeking a stay of the action in favour of arbitration. Counsel for the plaintiff conceded that the defendants had delivered a notice of motion to stay the action and the motion for injunctive relief in favour of arbitration. However, no cross motion was before me. In addition, the defendants do not challenge the plaintiff's position that s. 6.02 of the Amended Unanimous Shareholders' Agreement between the parties entitles the parties to seek equitable remedies, including an injunction.
- [22] The defendants' statement of defence (undated) does not categorically state that the claims advanced by the plaintiff are subject to arbitration. Instead, the defendants "reserve all rights to seek a stay of all or part of the Plaintiff's claim" pursuant to the Amended USA. The defendants have also initiated an action by way of a counterclaim against the plaintiff.

IV. Analysis

a) The law regarding injunctions

- [23] Injunctions are discretionary, equitable relief.
- [24] Pursuant to s. 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, the court has discretion to grant an interlocutory injunction where it appears just or convenient to do so, and the court may include such terms as are considered just.

[25] To obtain injunctive relief, a party must satisfy the three-part test established by the Supreme Court of Canada in *RJR-MacDonald Inc. v. Canada (Attorney-General)*, [1994] 1 S.C.R. 311, at pp. 348-349:

1. there is a serious issue to be tried;
2. the moving party will suffer irreparable harm if the injunction is not granted; and
3. the balance of convenience favours the granting of an injunction.

b) There is a serious issue to be tried

[26] For the reasons below, I am satisfied that the plaintiff has established that there is a serious issue to be tried as to the defendants' assignment of their rights to the software assets, either under the first Assignment Agreement or by virtue of Mr. Tahir's employment status with the plaintiff after the execution of the Assignment Agreement.

[27] The defendants take the position that Mr. Tahir began building the foundational platform architecture for a software application for AdelphaTech in October 2022, and that the plaintiff company was created to realize the full commercial potential of the Tahir concept. The plaintiff disputes this claim. The plaintiff asserts that from the design, overall functionality, to the scope of services, are separate and distinct from the Tahir's Concept.

[28] The plaintiff argues that the defendants freely and irrevocably assigned all rights, titles, and interests they may have had in any intellectual property in the software assets related to the plaintiff's business that Mr. Tahir developed under the plaintiff's direction. The plaintiff argues that by the fall of 2024, the plaintiff needed an influx of funding in order to continue operations. The plaintiff says that had it failed to secure new investors the plaintiff would not have been able to continue operations and the shares would have been worthless, including Mr. Tahir's shares. The plaintiff's uncontested evidence is that to secure funding from two investors, the investors required the parties to reduce to writing the existing ownership of the software assets.

[29] The plaintiff contends that there are two Assignment Agreements. In oral submissions, however, the plaintiff focussed on the first Agreement, which it says the defendants researched, drafted, prepared, and signed. The defendants say the second Agreement was only disclosed on this motion. Mr. Tahir does not challenge the plaintiff's evidence that he unilaterally drafted the first Assignment Agreement confirming that the plaintiff owns, and has always owned since its incorporation, the software assets.

[30] The plaintiff argues that the first Agreement is effective in perpetuity because it does not contain a right of revocation or any qualification regarding the duration of the assignment of rights. The plaintiff argues that there is a valid and binding assignment of the defendants' intellectual property rights.

[31] The parties agree that copyright is a creature of statute, and its rights and remedies are found in the *Copyright Act*, R.S.C. 1985, c. C-42. Under s. 13(1) of the Act, the author of a

work shall be the first owner of the copyright. Ownership rights may be assigned, however. On the evidence before the court, the defendants, who owned the copyright to the software assets, prepared a document in writing, which was signed by Mr. Tahir on behalf of the corporate defendant, assigning their rights to the plaintiff.

- [32] To constitute a valid assignment of copyrights, s. 13(4) of the *Copyright Act* requires only that the owner of the copyright sign and assign their rights in writing. As the plaintiff notes, there is no requirement for the assignee to sign the document. The relevant provision reads:

The owner of the copyright in any work may assign the right, either wholly or partially, and either generally or subject to limitations relating to territory, medium or sector of the market or other limitations relating to the scope of the assignment, and either for the whole term of the copyright or for any other part thereof, and may grant any interest in the right by licence, but no assignment or grant is valid unless it is in writing signed by the owner of the right in respect of which the assignment or grant is made, or by the owner's duly authorized agent. [Emphasis added.]

- [33] The purpose of the *Copyright Act* is to strike a fair balance between the public interest in the creation and dissemination of works of the arts and the intellect, on the one hand, and obtaining a just reward for the creator, on the other hand; *Tremblay v. Orio Canada Inc.*, 2013 FCA 225, at para. 22, citing *CCH Canadian Ltd. v. Law Society of Upper Canada*, 2004 SCC 13, [2004] 1 S.C.R. 339, at paragraph 23.
- [34] An assignment of copyright, including an outright assignment under subsection 13(4) of the Act, is not valid unless it is in writing signed by the owner of the copyright: *Tremblay*, at para. 18.
- [35] Subsections 13(4) and 13(7) of the Copyright Act deal with the transfer of a property right: *Robertson v. Thomson Corp.*, 2006 SCC 43, [2006] 2 S.C.R. 363, at para. 56. *Tremblay*, at para. 20. In this case, subsection 13(4) is applicable.
- [36] An assignee possesses full ownership rights in the copyright with respect to the rights assigned: *Euro-Excellence Inc. v. Kraft Canada Inc.*, 2007 SCC 37, [2007] 3 S.C.R. 20, at para. 28; *Tremblay*, at para. 19.
- [37] Mr. Tahir now challenges what is covered by the copyright assignment. He admitted to researching and drafting the assignment document. Whether Mr. Tahir can satisfy the court that the copyright assignment to the plaintiff of the software assets was not meant to cover anything that existed before the incorporation of the plaintiff company can be tested at trial. In *Tremblay*, the Federal Court of Appeal observed that the objectives of the Act had been met and noted that it would be “excessively formulistic not to set up against an assignor a copyright assignment clause that he himself has drafted and that he has recognized before the court as governing his relationship with the assignee, merely because the clause is unsigned” (para. 22). The Court found that the purpose of the Act “to protect copyright owners against assignments of copyright to which they have not clearly consented” had been met where the assignor had

recognized before the court that the clause governed the relationship. I note that the appellate court commented on what the intent of the parties had been vis-à-vis the copyright property (para. 26).

[38] In this case, the defendants have acknowledged that the first Assignment Agreement drafted and executed by Mr. Tahir governed the parties' relationship. In an email dated April 22, 2026, Mr. Tahir confirmed that the plaintiff owned the software assets. Mr. Tahir's lawyer also sent a "With Prejudice" letter dated May 20, 2026, to the plaintiff's lawyer which confirmed that the software assets belonged to the plaintiff. On cross examination, Mr. Tahir admitted that he reviewed the letter and instructed his lawyer with respect to the letter. In his affidavit in response to the motion for injunctive relief, Mr. Tahir acknowledges that "in the period following the execution of the Assignment Agreement, I made statements in business correspondence and in the ordinary course of operating the Company that referred to the Pre-Existing IP as being the Company's intellectual property". Although the defendants allege that neither were "represented by independent legal counsel at the time the Assignment Agreement was executed by Mr. Tahir on behalf of AdelphaTech", Mr. Tahir does not deny that he in fact researched and drafted the first Assignment Agreement. It is open to the court to determine whether, in the circumstances, Mr.

[39] I need not address the plaintiff's argument that the Act does not contain a revocation option. The defendants do not contest the plaintiff's argument that the first Assignment Agreement did not contain any revocation provision.

[40] Mr. Tahir executed the first Assignment Agreement. At paragraph 17 of the statement of defence, the defendants state the following: "The Defendants admit that AdelphaTech executed an Intellectual Property Assignment Agreement (the "Assignment Agreement") on or about October 1, 2024." However, the defendants allege at paragraph 18 of their statement of defence that "[d]espite the execution of the Assignment Agreement on or around October 1, 2024, DeliveryEase pressured Mr. Tahir to have July 7, 2023, be the effective date of the Assignment Agreement."

[41] Mr. Tahir argues that he was under "commercial pressure" when he signed the first Assignment Agreement. I agree with the plaintiff that aside from the bald allegations of pressure, the defendants have not provided any evidence of commercial pressure. While any findings I make are not binding on the parties regarding the ultimate determination, I note that the onus is on the defendants to prove that Mr. Tahir was pressured into signing the Assignment Agreement.

[42] In *Gordon v. Roebuck* (1992), 9 O.R. (3d) 1 (C.A.), at para. 3, the Court of Appeal, citing *Pao On v. Lau Yiu*, [1979] 3 All E.R. 65 (P.C.), at p. 78, set out the four factors an individual must establish to succeed on the ground of economic duress. To prove that their will was coerced and that the pressure exerted on them was not legitimate, they must answer the following questions:

- i. Did they protest?

- ii. Was there an alternative course open to them?
- iii. Were they independently advised?
- iv. After entering the contract, did they take steps to avoid it?

[43] Mr. Tahir deposes that in the fall of 2024, he was asked, on behalf of AdelphaTech, to assign AdelphaTech's pre-existing intellectual property to the plaintiff. He says that he was "pressured" to sign an Assignment Agreement that was "made and entered into as of July 7, 2023". Mr. Tahir admits that he "executed the Assignment Agreement of behalf of AdelphaTech on or about October 1, 2024". Aside from the bald statement that he had been "pressured", the affidavit is silent on who pressured him, the circumstances under which he was pressured, and the nature of the pressure or coercion of Mr. Tahir's will.

[44] On cross-examination, Mr. Tahir admitted that he prepared and executed the first Assignment Agreement "to confirm DeliveryEase owns the Source Code" that the plaintiff needs to operate its applications. Mr. Tahir also admitted on cross examination that he provided instructions to his lawyer regarding the letter to counsel for the plaintiff acknowledging that the plaintiff owns the IP and software assets. Mr. Tahir's evidence also supports the plaintiff's contention that Mr. Tahir's conduct was consistent with a transfer of the software assets to the plaintiff. Mr. Tahir deposes that "following the execution of the Assignment Agreement, I made statements in business correspondence and in the ordinary course of operating the [plaintiff] Company that referred to the Pre-Existing IP as being the Company's intellectual property".

[45] Mr. Tahir deposes that he did not have the benefit of legal advice at the time and that "[h]aving since reviewed the wording of the Assignment Agreement, and the circumstances in which it came to be executed, [he does] not believe that the Assignment Agreement effected a transfer of the Pre-Existing IP from AdelphaTech to the [plaintiff] Company." The plaintiff contends that Mr. Tahir simply changed his mind after the lawsuit. The factors set out at paragraph 26 of Mr. Tahir's affidavit raise legal questions which can be tested on a full record by the trier of fact, and a weighing of the credibility of the evidence.

[46] The defendants say that the Assignment Agreement did not relate to intellectual property that pre-existed the incorporation of the plaintiff company. They say that only enhancements and refinements were made after the incorporation of the plaintiff company and the execution of the Assignment Agreement. According to the defendants' interpretation of the Assignment Agreement, only intellectual property yet to be conceived or developed was being assigned. There is evidence before the court, however, that Mr. Tahir has admitted that the plaintiff owns the software assets.

[47] To that end, the plaintiff may have some basis for relying on the defendants', and specifically, Mr. Tahir's conduct after he executed the Agreement as evidence of the defendants' intentions. I am satisfied that on the record before me, the defendants have previously taken the position that the plaintiff owned the software assets which existed before the incorporation of the plaintiff company, which presumably meant that the first Assignment

Agreement was valid, though my observation is not binding on the judge who must determine the merit of the claims and defences raised by the parties.

[48] I note that the plaintiff also urges the court to find that the doctrine of *contra proferentem* applies to the first Assignment Agreement because Mr. Tahir drafted the Agreement. I need not address the contractual interpretation issue on this motion for injunctive relief. I agree that the court would first have to find that there was ambiguity before the doctrine would apply. I make no determination on this interlocutory motion for injunctive relief as to whether the rules of construction apply to the Assignment Agreement. I am also mindful of the credibility issues between the parties on substantive matters.

[49] Because of admissions made by Mr. Tahir himself, on behalf of the defendants, there is no need for me to address whether there is any ambiguity in the first Assignment Agreement, and, if so, whether Mr. Tahir's subsequent conduct and any statements made by him should be considered by the court in determining the effect of the Agreement on any pre-existing intellectual property interest in the software assets.

[50] I was not satisfied, in any event, on the authorities submitted by the parties that the principles applicable to contract interpretation applied. Both counsel took the position that the rules of contractual interpretation apply to the Assignment Agreement as evidenced by their submissions and the caselaw relied upon. Neither side provided me with any authority that addresses a situation, such as this one, where the assignee is not a party to the document. The goal of contractual interpretation is to determine the objective intentions of the parties to the contract at the time that it was made: *Sattva Capital Corp. v. Creston Moly Corp.*, 2014 SCC 53, [2014] 2 S.C.R. 633, at para. 55; *Earthco Soil Mixtures Inc. v. Pine Valley Enterprises Inc.*, 2024 SCC 20, 175 O.R. (3d) 240 (note). There is no evidence before the court that the Assignment Agreement was negotiated between the parties.

[51] In his factum, Mr. Tahir refers to commercial pressure without more. He does not depose that he protested at the time of the alleged coercion. In fact, the plaintiff's evidence that he researched and drafted the first Assignment Agreement, which he signed, is unchallenged. There is no dispute that Mr. Tahir did not have independent legal advice. However, he drafted the document, and, as the plaintiff points out, Mr. Tahir is a sophisticated businessman. On his own evidence, he is a savvy businessperson who has shouldered significant responsibilities, directed the work of others, and is the principal of a company.

[52] According to Mr. Tahir's own evidence, he has designed and delivered production software "across regulated, high-scale environments, healthcare clinical systems, pharmacy supply-chain platforms that service hundreds of partner locations, and consumer applications that have had over 50 million users." He has engaged in "senior engineering leadership roles". He directed and oversaw 12 to 14 software developers as the principal of AdelphaTech.

[53] Finally, Mr. Tahir took no steps to avoid the Assignment Agreement. On the record before me, after the Agreement, Mr. Tahir secured a sponsorship from a third party between October 2023 and late 2025 to pay the platform hosting fees for the plaintiff. He acknowledges work carried out post-incorporation which he says was "in the nature of enhancements, maintenance,

and refinements” to the pre-existing architecture and codebase. On cross examination, Mr. Tahir acknowledged that work performed by the defendants included enhancements and refinements to the software assets needed for the plaintiff’s business and designed for its success.

[54] There is no evidence before me that the defendants challenged the validity of the Agreements until the delivery of their statement of defence. Mr. Tahir continued working with the plaintiff. He says that in late 2025 his role as co-founder, director, shareholder, and CTO of the plaintiff was diminished because he was asked to perform operations as opposed to technical work.

[55] As the plaintiff underlines, the defendants have acknowledged on several occasions that the plaintiff owns the software assets. The inference drawn from Mr. Tahir’s responding affidavit suggests that it is only after he retained counsel that he began to revisit the language in the Assignment Agreement. The defendants continued their association with the plaintiff after the first Agreement was executed by Mr. Tahir. The defendants do not contest the plaintiff’s evidence that for well over a year, they performed work on the software assets directed by the plaintiff, accepted payments for the work, and operated the plaintiff’s applications using the software assets, or that Mr. Tahir held himself out as the plaintiff’s CTO during this time.

i. Was Mr. Tahir an employee of the plaintiff?

[56] The plaintiff submits that in any event, Mr. Tahir created and maintained the software in the course of his employment with the plaintiff and that the plaintiff is therefore the owner of all copyright, titles, or interests in the source code and software. In his affidavit in response to this motion, Mr. Tahir denies that he was an employee of the plaintiff. He contends that he was only a cofounder, director, and shareholder.

[57] The plaintiff says Mr. Tahir was employed by the plaintiff company since it was incorporated in July 2023. The plaintiff asserts that Mr. Tahir built and maintained its software assets. The plaintiff contends that Mr. Tahir was employed as its Chief Technical Officer and performed his work for the company by engaging AdelphaTech’s services. The plaintiff says Mr. Tahir is responsible for building and maintaining the plaintiff’s computer code, algorithms, software, and applications, as well as the plaintiff’s hosting environments, databases, cloud accounts and platforms, and related third-party services, and that he did so during his employment. The plaintiff further maintains that at times, in his capacity as an employee, Mr. Tahir developed and designed the plaintiff’s source code and intellectual property, including technology services he provided through AdelphaTech.

[58] Mr. Tahir took issue with the characterization of his relationship with the plaintiff corporation and took the position on the motion that he was an independent contractor of the plaintiff. In fact, the defendants have admitted in their statement of defence that Mr. Tahir was both an “employee” and the plaintiff’s Chief Technical Officer. At paragraph 1 of their statement of defence, the “[d]efendants admit the facts set out in paragraphs 4 to 6 of the statement of claim.” In the result, the defendants have admitted paragraph 3 of the statement

of claim, which states, in part, that “Tahir is a shareholder, director, officer and employee of DeliveryEase”. In the result, I need not consider Mr. Tahir’s compensation arrangement with the plaintiff and whether payment through AdelphaTech was for tax purposes.

[59] The defendants allege at paragraph 6 of the statement of defence that “Mr. Tahir is a co-founder, shareholder, director, and the Chief Technical Officer of DeliveryEase”. At paragraph 14 of the statement of defence, the defendants state, among other things, that when the plaintiff was incorporated, Mr. Tahir became a shareholder, a director, and the Chief Technology Officer.

[60] Mr. Tahir takes issue with the interpretation of his evidence on cross examination that he was “a manager” as opposed to a director but there is no evidence before me of the withdrawal of admissions in his pleadings. Though the defendants state at paragraph 8 of the statement of defence that “Mr. Tahir provides software development and technology services to DeliveryEase through AdelphaTech”, and at paragraph 7 that Mr. Tahir is the sole shareholder and the principal of AdelphaTech, he has admitted in his pleadings that he was an employee and the CTO of the plaintiff, DeliveryEase.

[61] Under s. 13(3) of the *Copyright Act*, an employer will be the first owner of the copyright of a work produced by an employee in the course of their employment, or some other person under a contract of service. In the result, based on the defendants’ admissions that Mr. Tahir was an employee, the plaintiff would own copyright in works produced by him created in the course of his employment: *Keatley Surveying Ltd. v. Teranet Inc.*, 2019 SCC 43, [2019] 3 S.C.R. 418, at para. 60. Mr. Tahir does not challenge the plaintiff’s evidence that for well over a year, he performed the work that it directed on the software assets, accepted payments for the work, operated the plaintiff’s applications using the software assets, held himself out as CTO employed by the plaintiff, and used the resources, equipment, benefits, and goodwill of the plaintiff and made recommendations to the plaintiff regarding software and technology services in relation to the software assets.

[62] As Strathy J., as he then was, noted in *Corso v. Nebs Business Products Limited* (2009), 72 C.C.E.L. (3d) 110, at para. 76: “Where works are created in the course of employment, absent an agreement to the contrary, the employee is deemed to have renounced ownership in favour of the employer.” While the defendants allege in their pleadings that the software assets were developed and became operational before the plaintiff was incorporated, the plaintiff’s uncontested evidence is that after the defendants assigned all their rights (which coincidentally was after the incorporation of the plaintiff corporation), they developed the software assets using the plaintiff’s equipment and technology. The plaintiff says that it paid for this work and takes the position that the software assets that were developed, maintained, or designed relate to the plaintiff’s business.

[63] The question of whether the software assets were created and developed during the course of employment, as opposed to merely being refined and enhanced, is a question that can be determined at trial and is compensable in damages. On the other hand, the plaintiff’s entire business, which relies on the software assets to operate, is at risk if the issues must await a trial.

ii. Did the defendants receive consideration?

[64] The defendants dispute that there was valid consideration for the Assignment Agreements. The defendants say that no consideration flowed to AdelphaTech in exchange for AdelphaTech's alleged assignment of its intellectual property to the plaintiff. The plaintiff contends that the defendants received consideration in exchange for assignment of the assets, in the form of a \$300,000 investment in the plaintiff. The plaintiff also contends that Mr. Tahir was also compensated through invoices issued by AdelphaTech for tax purposes for his work creating, developing and maintaining the software assets.

[65] Any findings I make with respect to this question are not binding on any subsequent trier of fact. I need not determine this issue because of the admissions on the record by Mr. Tahir, which raise a serious issue to be tried.

c) The plaintiff will suffer irreparable harm if the injunction were not granted

[66] The onus is on the person seeking the injunction to establish irreparable harm. This must be based on evidence before the court. As stated by Epstein J. in *754223 Ontario Ltd. v. R-M Trust Co.*, [1997] O.J. No. 282 (Gen. Div.), at para. 40, "Irreparable harm cannot be founded upon mere speculation."

[67] I am satisfied that the plaintiff will suffer irreparable harm if the interlocutory injunction were not granted at this stage.

[68] The moving party need not demonstrate irreparable harm beyond doubt, or even on a balance of probabilities: *Matrix Photocatalytic Inc. v. Purifics Environmental Technologies Inc.* (1994), 58 C.P.R. (3d) 289 (Gen. Div.), at p. 302; *The Morgan Investments Group v. ADI Development Group Inc et al*, 2025 ONSC 4344, at para. 36. "[T]he court can draw reasonable inferences from the facts as to the harm that will result to the moving party if the injunctive relief were not granted": *Sadlon Motors Incorporated v. General Motors of Canada Limited et al*, 2011 ONSC 2628, 86 B.L.R. (4th) 144, at para. 86; *The Morgan Investments Group*, at para. 36.

[69] Irreparable harm is harm which either cannot be quantified in monetary terms, or which cannot be cured, usually because one party cannot collect damages from the other: *RJR-MacDonald*, at p. 341; *Christian-Philip v. Rajalingam*, 2020 ONSC 1925, 58 C.P.C. (8th) 146, at para. 33. The plaintiff says that it has lost a substantial amount of goodwill with its clients because it has failed to satisfy compliance requirements and meet its deadlines to launch features required on its applications. The defendants contend that the defendant AdelphaTech owns the intellectual property rights to the software and source code that the plaintiff needs to run its business. The defendants acknowledge that the plaintiff has been using the software assets for years.

[70] "Irreparable" refers to the nature of the harm rather than its magnitude. It is harm which cannot be quantified in monetary terms or cured: *International Steel Services Inc. v. Dynatec Madagascar S.A.*, 2016 ONSC 2810, 58 B.L.R. (5th) 150, at para. 50; *Estée Lauder Cosmetics Limited v. Deciem Beauty Group Inc.*, 2018 ONSC 6079, at para. 47.

[71] In *Propurchaser.com v. Wifidelity Inc.*, 2017 ONSC 4905, at para. 22, Justice Brown noted that examples of irreparable harm include where one party will be put out of business by the court's decision, citing, *R. L. Crain Inc. v Hendry* (1988), 48 D.L.R.(4th) 228; where one party will suffer permanent market loss or irrevocable damage to its business reputation, citing, *RJR McDonald and American Cyanamid v. Ethicon* [1975] A.C. 396.

[72] The plaintiff asserted that it was on the brink of losing its only material customer and critical operating financing. It argued that its operations would grind to a halt if the plaintiff were denied access to the software assets. The defendants do not dispute that the plaintiff does not have access to the software assets. In their factum, the defendants noted that:

...during Mr. Tahir's tenure at the Plaintiff, he has never provided access to the Source Code to the Plaintiff or the Opposing Shareholders, nor – until the present dispute – has the Plaintiff ever requested such access. As mentioned, the evidence is that Mr. Tahir is the only person at the Plaintiff who has ever had access to the Source Code.

[73] Mr. Tahir is the only person with the access credentials and passwords to the source code. On the record before me, the defendants have dictated their own terms. The plaintiff argues that the defendants have repeatedly moved the goalpost. I am satisfied on the evidence that the plaintiff is at risk of losing its business without access to the software assets.

[74] The plaintiff has engaged a third-party provider, Guarana Technology Services Inc. This move is questioned by the defendants. Mr. Tahir deposes that “the engagement of Guarana [is] imprudent because Guarana builds and maintains its software using a fundamentally different set of tools and technologies”. He “believe[s] it likely that [Guarana] will outsource work regarding the Platform to an external entity”. He also deposes that he has “identif[ied] risks associated with Guarana obtaining access to the Pre-Existing IP.” In turn, the plaintiff says that since it retained Guarana, Mr. Tahir has demanded that it meet various, evolving criteria before he will provide access to source code, and despite compliance with the changing demands, the defendants continue to deny access.

[75] On the evidence before the court, the parties are no longer able to co-operate. Mr. Tahir's evidence suggests that he has been left out of any decisions involving the plaintiff. He said that communications from the other directors became “hostile”, “belligerent”, and “threatening”. I note that any claims that he may have are compensable monetarily.

[76] The plaintiff needs the software to operate its business. At the time of the motion, the source code was apparently being stored with two third parties, GitHub, Inc. and Atlassian, Inc. operating as Bitbucket. Mr. Tahir was the only person with access credentials and the ability to access the source code. The plaintiff's unchallenged evidence is that Wal-Mart provides approximately 85% of its total revenue. At the time of the motion, the plaintiff argued that it was at risk of losing its major client. The plaintiff's uncontested evidence was that because the defendants were withholding the software assets, the plaintiff had missed the June 1 deadline for the e-signature feature promised to Wal-Mart and was under

the time pressure to implement this feature immediately or else risk losing Wal-Mart's business.

[77] The plaintiff maintains that it has lost a significant amount of goodwill from its clients, including its key client, Wal-Mart. I agree that if the plaintiff is not able to access the software assets, this will comprise its ability to meet the demands of its clients which, in turn, will negatively impact the plaintiff's reputation and goodwill.

[78] While the plaintiff has only made a bald assertion that it is rapidly losing market share, it is reasonable to believe that it is struggling to stay afloat and cannot secure financing because of the circumstances. Other more immediate impacts are the potential loss of its major client, Wal-Mart, and the loss of drivers because of ongoing technical issues with the software assets

[79] As Justice Kimmel noted in *2859824 Ontario Limited v. Gen Digital Inc.*, 2025 ONSC 6360, at para. 52, a company's reputation is always important. Damage to one's business reputation may constitute irreparable harm: see *International Steel Services Inc.* at para. 58.

[80] Damages are not an appropriate remedy in a case where losses of revenue, market share, goodwill, and reputation are involved as it is virtually impossible to assess damages for these losses in monetary terms: *Carey Industries v. Carey*, 2013 ONSC 5607, at para. 59.

[81] I am satisfied on all the evidence that the plaintiff has established that there is a real risk of irreparable harm and that damages after trial would not be an adequate remedy. As noted above, an instance where a party will be put out of business were the injunction not issued is recognized as irreparable harm.

[82] I agree with the plaintiff that the risk exists here because, among other things, there is an impasse between the parties, including the defendants' refusal to permit the plaintiff or the third parties engaged by the plaintiff to host the platform or have access to the source code so that the plaintiff may operate its business. In my view, it will be difficult to quantify the loss of goodwill, damage to the plaintiff's relationship with clients, business reputation, and the risk of failure of the plaintiff's business because of the difficulty securing financing due to the current circumstances.

d) The balance of convenience favours the plaintiff

[83] The balance of convenience favours granting the injunction. The plaintiff will suffer greater harm if an interlocutory injunction is denied pending a determination of the case on the merits.

[84] The plaintiff's uncontested evidence is that AdelphaTech lost most of its workforce in late 2025. The plaintiff contends that the defendants cannot meet its technological needs. There is no dispute that Mr. Tahir had control over the software assets and access to the confidential information by virtue of his role and knowledge of the software assets.

[85] The defendants do not dispute that the plaintiff has engaged the app development services of Guarana to take over. The parties do dispute whether Guarana possesses the technical expertise to manage the platform. There is no basis for the court to challenge the plaintiff's

contention that Guarana is an established and reputable mobile app development agency with the requisite technical expertise and appropriate regulatory protections in place to permit the software assets to be transferred.

[86] There is no dispute that the plaintiff requires the use of the software assets to carry on its business. For years, the plaintiff has been using the software assets to operate its business. Its reputation and goodwill are at stake. The proper purpose of an interlocutory injunction is to preserve or restore the status quo, not to give a party its remedy until trial: *Gould v. Attorney General of Canada*, [1984] 2 S.C.R. 124; *Hurley v. Canada (Chief Electoral Officer)* [1998] O.J. No. 1836; *Harper v. Canada (Attorney General)* [2000] 2 S.C.R. 57 at paras. 6 – 11. The ultimate issues between the parties may be determined at trial. Interlocutory injunctions ensure that the subject matter of the litigation is not destroyed or irreversibly altered before trial, protecting the right of the plaintiff from being defeated by some pretrial act of the defendant: *Chitel v. Rothbart* (1982), 39 O.R.(2d) 513 (C.A.); *Third Chandris Shipping Co. v Unimarine SA* [1979] 2 All E.R. 972 at 978.

[87] The status quo favours permitting the plaintiff to continue to operate its business using the soft-ware and the third-party service providers it has engaged. Mr. Tahir has made it abundantly clear that he does not intend to provide access to the source code or will do so only on terms which keep changing. He argues that delivery of the source code to Guarana cannot be undone. He speculates that delivery of the intellectual property information in the hands of “an independent commercial actor” may result in them “later develop[ing] competing or derivative systems using [it]”.

[88] The proposed order by the plaintiff annexed at Appendix “A” will permit the plaintiff to operate its business pending the court’s determination of the proceeding. If the defendants prevail at trial, any claims related to any alleged proprietary interest in the intellectual property of the software assets are quantifiable and compensable by way of damages.

Did the defendants come to court with “clean hands”?

[89] The plaintiff argues that defendants are merely being asked to honour their existing obligations. The plaintiff says that the defendants cannot rely on their own breaches to allege that they will be more hurt by an injunction preventing further breaches. The defendants have not addressed the issue in their factum.

[90] Those seeking equitable relief, including parties opposing an injunction, must come to court with clean hands: *The Catalyst Capital Group Inc. v. Moyse*, 2014 ONSC 6442, 122 O.R. (3d) 741, at para. 2, leave to appeal refused 2015 ONSC 2384 (Div. Ct.); *Sebe v. TDL Group Ltd.*, 1997 OJ No. 407 (Gen Div), paras. 24-25. The jurisprudence establishes that “clean hands” and “one who seeks equity” maxims apply not only to the party seeking an injunction but also to the party opposing it. In this case, there is support for the plaintiff’s argument that the defendants do not come to court with “clean hands”. As the plaintiff has repeatedly pointed out, the defendants have repeatedly affirmed that the plaintiff owned the software assets. Yet, the defendants have refused access to the plaintiff and have raised

issues related to risks associated with delivery of the source code to third parties engaged by the plaintiff.

V. Disposition

[91] I have signed the order annexed as Appendix A, on July 23, 2026. The operative paragraphs one to two are incorporated by reference in this section.

VI. Costs

[92] If the parties cannot agree on costs, counsel may contact my judicial assistant, within five days of the date of this endorsement, to schedule a virtual appointment to speak to costs.

Justice Audrey P. Ramsay

Released: August 18, 2026

ORDER – JULY 23, 2026

Court File No. CV-26-00008318-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE

)

THURSDAY, THE 23rd

)

JUSTICE A.P. RAMSAY

)

DAY OF JULY, 2026

B E T W E E N:

(Court Seal)

DELIVERYEASE INC.

Plaintiff

- and -

ABDEL TAHIR and ADELPHA TECHNOLOGIES INC.

Defendants

ORDER

THIS MOTION, made by the Plaintiff/Moving Party, DeliveryEase Inc. (“**DeliveryEase**”) for an interlocutory injunction was heard this day, at 330 University Avenue, Toronto ON, M5G 1R7.

ON READING the materials filed by the parties, including the Moving Party’s Motion Record, dated June 4, 2026, and Alessandro Manca’s affidavit, sworn June 4, 2026, and its exhibits; the Moving Party’s Reply Motion Record, dated July 1, 2026, and Alessandro Manca’s affidavit, sworn June 30, 2026, and its exhibits; the Moving Party’s Supplementary Reply Motion Record, dated July 8, 2026, and Alessandro Manca’s affidavit, sworn July 7, 2026, and its exhibits; the Moving Party’s Factum; the Moving Party’s Reply Factum; the Moving Party’s Book of Authorities; the Moving Party’s Cross-Examination Transcript Brief, and the Pleadings Brief; the Defendants’ Responding Motion record, dated June 23, 2026 and Abdel Tahir’s affidavit, sworn June 23, 2026, and its exhibits; the Defendants’ Supplementary Motion record, dated July 6, 2026 and Abdel Tahir’s affidavit, sworn July 6, 2026, and its exhibits; the Defendants’ Second Supplementary Responding Motion record, dated July 8, 2026 and Abdel Tahir’s affidavit, sworn July 8, 2026, and its exhibits; the Defendants’ Factum; the Defendants’ Book of Authorities, and on hearing the submissions of the lawyers for the parties,

1. THIS COURT ORDERS that, pending a full adjudication of the action in a trial or motion for summary judgment or further Order of this Court, the Defendants/Responding Parties, Abdel Tahir (“Mr. Tahir”) and Adelpha Technologies Inc. (“AdelphaTech”) (the “Defendants”), and any other entity or person controlled by or acting on behalf of or at the direction of any of them, are enjoined and prohibited from:
 - a) possessing, using, exploiting or restricting DeliveryEase’s access to any DeliveryEase

- i. source code, mobile applications, web application, build/deployment pipelines, servers and hosting environments, databases, storage systems, cloud accounts and platforms, and related third-party services, including but not limited to services related to the Company's source code ("Source Code"), mobile applications and web applications (the "Applications"), build/deployment pipelines, email delivery services, mapping services, external Application Programming Interface (API) or Software as a Service (SaaS) platforms integrated into the Company's system and related access credentials and technical materials (collectively the "Software Assets"); and
 - ii. confidential information not known to the public, including (but not limited to) DeliveryEase's client and related third-party services provider information, the DeliveryEase's business dealings, operational plans and policies, logistics and know-how ("Confidential Information").
- b) copying, altering, deleting, disabling, moving, or destroying the Software Assets or Confidential Information, except in accordance with this Order or as expressly directed in writing by DeliveryEase.
 - c) breaching the intellectual property ("IP") Assignment Agreement, executed by Mr. Tahir on or about October 1, 2024, effective July 7, 2023 (the "First IP Assignment Agreement") and the IP Assignment Agreement, executed by Mr. Tahir on or about November 13, 2024, effective July 7, 2023 (the "Second IP Assignment Agreement") (the First IP Assignment Agreement and the Second IP Assignment Agreement, collectively the "Assignment Agreements");
 - d) breaching the copyright covenants prescribed by section 1 of the First IP Assignment Agreement;
 - e) breaching the copyright covenants prescribed by section 2 of the First IP Assignment Agreement;
 - f) breaching the copyright covenants prescribed by section 1 of the Second IP Assignment Agreement;
 - g) breaching the confidentiality covenants prescribed by section 2 of the Second IP Assignment Agreement; and
 - h) infringing DeliveryEase's copyright in and to the Software Assets and Confidential Information, contrary to the Copyright Act, RSC 1985, c C-42 (the "Copyright Act").

2. AND THIS COURT ORDERS THAT, pending a full adjudication of the action in a trial or motion for summary judgment or further Order of this Court, the Defendants immediately comply with their obligations under the Assignment Agreements, including:

- a) providing to DeliveryEase in writing, care of Alessandro Manca (alessandro@deliveryease.co), all username, password and access credentials, technical materials, contracts, service agreements related to the Software Assets and Confidential Information and all contact information for DeliveryEase's third-party service providers, including but not limited to services related to the Software Assets and Confidential Information;
- b) providing to DeliveryEase in writing, care of Alessandro Manca (alessandro@deliveryease.co), complete and current administrative-level credentials and unfettered access and control to all repositories, platforms, accounts, servers, databases, services, tools, and domains comprising or used to develop, build, test, deploy, host, operate, or monitor the Software Assets and Confidential Information, including GitHub, Inc. ("GitHub") and Atlassian, Inc. operating as Bitbucket ("Bitbucket"); and
- c) taking all necessary steps to provide to DeliveryEase, care of Alessandro Manca (alessandro@deliveryease.co), ownership, administration and full access of any platforms, accounts, servers, databases and domains associated with the Software Assets and Confidential Information, including updating recovery email, phone, multi-factor authentication, billing, and support contacts to DeliveryEase, care of Alessandro Manca (alessandro@deliveryease.co).

Date of issuance

(to be completed by registrar)

(Signature of judge, officer or registrar)

CITATION: DeliveryEase Inc. v. Tahir et al ONSC 4558
COURT FILE NO.: CV-26-00008318-0000
DATE: 20260818

2026 ONSC 4558 (CanLII)

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

DeliveryEase Inc.

Plaintiff

– and –

Abdel Tahir; Adelpha Technologies Inc.

Defendants

ENDORSEMENT

Justice A. P. Ramsay

Released: August 18, 2026