



Court File No. CV-24-00732200-00CL

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**

**IN THE MATTER OF SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, C. B-3, AS AMENDED, AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990 C. C.43, AS AMENDED**

THE HONOURABLE

)

MONDAY THE

)

JUSTICE KIMMEL

)

21<sup>ST</sup> DAY OF JULY, 2025

B E T W E E N:

**BANK OF MONTREAL**

Applicant

- and -

**MARIO'S CATERING SERVICE LTD. o/a MICHELANGELO BANQUET  
CENTRE, 2150386 ONTARIO INC., 9440763 CANADA INC. o/a THE  
GRAND OLYMPIA HOSPITALITY & CONVENTION CENTRE, 13225585  
CANADA INC., AFTAB ELAHI, EMILIA MANSOOR aka EMILIA ELAHI,  
KAMRAN ELAHI aka MANSOOR KAMRAN ELAHI aka MANSOOR ELAHI  
and RAFFET ELAHI**

Respondents

**APPLICATION UNDER s. 243(1) of the *Bankruptcy and Insolvency Act*, R.S. C. 1985 c-B-3, s.101  
of the *Courts of Justice Act*, R.S.O. 1990, c.C-43, and Rules 14.05(2), (3) (d), (g) and (h) of the  
*Rules of Civil Procedure***

**DISCHARGE ORDER**

**THIS MOTION** made by the Respondents Mario's Catering Service Ltd. o/a Michelangelo  
Banquet Centre, 2150386 Ontario Inc., 9440763 Canada Inc. o/a The Grand Olympia Hospitality  
& Convention Centre, and 13225585 Canada Inc. (collectively, the "**Debtors**"), for an Order:

1. approving the activities of msi Spergel Inc., in its capacity as Court-appointed receiver and manager (in such capacity, the “**Receiver**”) of the assets, undertakings and properties of the Debtors as set out in the First Report of the Receiver dated July 17, 2025 (the “**First Report**”);
2. approving the fees and disbursements of the Receiver and its counsel;
3. discharging msi Spergel Inc. as Receiver of the undertaking, property and assets of the Debtors;
4. releasing msi Spergel Inc. from any and all liability, as set out in paragraph 8 of this Order;
5. sealing Confidential Appendix 1 to the First Report; and
6. discharging instrument WE1796046 from the lands and premises legally described in Schedule “A” hereto (together, the “**Properties**”),

was heard this day by Zoom videoconference, at 330 University Avenue, Toronto, Ontario.

**ON READING** the Affidavit of Kamran Elahi sworn July 16, 2025, the First Report, the affidavits of the Receiver and its counsel as to fees (the “**Fee Affidavits**”), and on hearing the submissions of counsel for Kamran Elahi, counsel for the Receiver and counsel for Bank of Montreal, no one else appearing although served as evidenced by the Affidavit of Blair McRadu sworn July 17, 2025 and the Affidavit of Janet Nairne sworn July 17, 2025, filed;

## **SERVICE**

1. **THIS COURT ORDERS** that the time for service of the Moving Party's Motion Record and the First Report is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

## **FIRST REPORT**

2. **THIS COURT ORDERS** that the First Report and the activities and proposed activities of the Receiver described in the First Report are hereby approved; provided, however, that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

## **FEE APPROVAL**

7. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and its counsel, as set out in the First Report and the Fee Affidavits, are hereby approved.

## **DISCHARGE UPON FILING CERTIFICATE**

8. **THIS COURT ORDERS** that upon the Receiver's counsel receiving sufficient funds in its trust account to pay in full:

- (a) the Priority Payables (as defined in the First Report);
- (b) the Tax Liens of Canada Revenue Agency (as defined in the First Report) in respect to Michelangelo and in respect to Grand Olympia Realco; and
- (c) the indebtedness owing by the Debtors to the Bank of Montreal

(collectively, the "**Secured Amounts**"), the Receiver's counsel shall immediately pay the Secured Amounts to the appropriate parties and the Receiver shall immediately file a certificate certifying

that it has completed the activities described in paragraph 29 of the First Report and the Secured Amounts have been paid (the “**Certificate**”). Upon filing the Certificate, the Receiver shall be discharged as Receiver of the assets, undertakings and properties of the Debtors, provided however that notwithstanding its discharge herein (a) the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein, and (b) the Receiver shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour msi Spergel Inc. in its capacity as Receiver.

9. **THIS COURT ORDERS AND DECLARES** that msi Spergel Inc. shall be, effective upon the filing of the Certificate, released and discharged from any and all liability that msi Spergel Inc. now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of msi Spergel Inc. while acting in its capacity as Receiver herein, save and except for any gross negligence or wilful misconduct on the Receiver's part. Without limiting the generality of the foregoing, effective upon the filing of the Certificate, msi Spergel Inc. shall be forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within receivership proceedings, save and except for any gross negligence or wilful misconduct on the Receiver's part.

10. **THIS COURT ORDERS** that, upon the (a) filing of the Certificate with the Court, and (b) registration in the Land Title Office for Wentworth of an Application to Amend the Register based on Court Order in the form prescribed by the *Land Titles Act* (Ontario), the Land Registrar is

hereby directed to delete and expunge instrument number WE1796046 from title to the Properties.

**SEALING**

11. **THIS COURT ORDERS AND DECLARES** that the Receiver's redaction of Confidential Appendix 1 from the First Report served on the parties in the service list is hereby authorized and approved, *nunc pro tunc*.

12. **THIS COURT ORDERS** that the unredacted Confidential Appendix 1 to the First Report shall be sealed, kept confidential and not form part of the public record, but rather shall be placed, separate and apart from all other contents of the Court file, in a sealed envelope attached to a notice that sets out the title of these proceedings and a statement that the contents are subject to a sealing order, until the Receiver is discharged or further Order of the Court.

Jessica  
Kimmel

Digitally signed by  
Jessica Kimmel  
Date: 2025.07.21  
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**SCHEDULE "A"**

<b>Registered Owner</b>	<b>PIN</b>	<b>Legal Description</b>	<b>Municipal Address</b>
Mario's Catering Service Ltd.	16929-0037 (LT)	PCL 51-1, SEC 62M489; LTS 51, 52, 53 & 54, PL 62M489; HAMILTON	1555 Upper Ottawa Street, Hamilton, Ontario
2150386 Ontario Inc.	17354-0001 (LT)	PT LT 14, CON 2 SALTFLEET , AS IN CD284819; S/T CD247131, VM58024 STONEY CREEK CITY OF HAMILTON	660 Barton Street, Stoney Creek, Ontario

**BANK OF MONTREAL**  
Applicants

-and-

**MARIO'S CATERING SERVICE LTD. et al**  
Respondents

Court File No. CV-24-00732200-00CL

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**  
PROCEEDING COMMENCED AT  
TORONTO

**DISCHARGE ORDER**

**DICKINSON WRIGHT LLP**  
Barristers & Solicitors  
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Commerce Court Postal Station  
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Lawyers for the Respondent, Kamran Elahi