



SUPERIOR COURT OF JUSTICE

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: CV-24-00732200-00CL

DATE: January 29, 2025

NO. ON LIST: 3

TITLE OF PROCEEDING: BANK OF MONTREAL v. MARIO'S CATERING SERVICE LTD. et al

BEFORE: JUSTICE PENNY

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info
Stewart Thom	Lawyers for the Applicant, Bank of Montreal	sthom@torkinmanes.com

For Defendant, Respondent, Responding Party:

Name of Person Appearing	Name of Party	Contact Info
Kamran Elahi aka Mansoor Elahi	Corporate Responding Parties	kamran@grandolympia.ca

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info

ENDORSEMENT OF JUSTICE PENNY:

- [1] Since these proceedings were instituted, the respondents have received, and entered into, a credible purchase and sale agreement to sell their Barton Street property to an arms' length third party. The proceeds of this sale will permit the respondents to satisfy their obligations to the applicant Bank. On this basis, the applicant and the respondents have entered into a deferred receivership agreement, with the expectation and hope that the Barton Street sale will close and the applicant will be paid out.
- [2] I have reviewed the evidence filed on the receivership application. I am satisfied that the applicant holds valid security over the real property assets of Mario's and 215 (215 owns Barton Street). The collective

indebtedness exceeds \$14 million. I am satisfied that defaults have occurred, that the applicant has made proper demand for repayment and that the statutory notice period has expired. The loan documents provide for the appointment of a receiver. It is just or convenient to appoint a receiver. I am also satisfied that msi Spergel Inc. is qualified to act as receiver and has consented to do so.

- [3] Mr. Elahi was present on the last attendance and again at this one. Mr. Elahi's father (Father), who is the officer and director of 215, is currently in hospital. Father's capacity varies from day to day. Mr. Elahi is principally responsible for the respondents' affairs while Father is ill. Mr. Elahi has made all the arrangements described above and has apparent authority to conclude the pending sale and to conclude the current agreement with the applicant. Mr. Elahi is a sophisticated businessman who understands fully what is going on. He has taken the lead in negotiations with the applicant and its counsel. Had there not been a consent on the procedure agreed to and proposed today, I would, on the evidence, have granted the order appointing a receiver over the respondents in any event.
- [4] I accept the deferred receivership agreement proposed today. The application for an order appointing msi Spergel as receiver over the assets and undertaking of the respondents, with effect from May 15, 2025, is granted.
- [5] Under the deferred receivership agreement, the effective date of the receivership order is deferred until May 15, 2025 at noon. An appointment has been booked at 9:30 AM on the Commercial List on May 15, 2025. For that appointment, the applicant will file an affidavit (on notice to the respondents) attesting to the fact that either: a) the debt has been repaid and the order can be vacated; or, b) the debt has not been repaid and the order should become effective in accordance with its terms. Either party may seek a further appointment with the court before May 15 if there is a material change in circumstances.
- [6] Order (effective May 15, 2025) to issue in the form signed by me this day.

A handwritten signature in blue ink, appearing to read 'Penny J.' with a stylized flourish at the end.

Penny J.