Court File No. CL-25-00753626-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

BETWEEN:

ROYAL BANK OF CANADA

Applicant

-and-

F.A. INTERNATIONAL INC. and ADEEL ASLAM

Respondents

FACTUM OF THE APPLICANT

(Application Returnable February 3, 2026)

January 21, 2026

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PART I – THE APPLICATION

1. The Applicant, Royal Bank of Canada (the "**Bank**") seeks and Order, substantially in the form attached as Schedule "A" and in template form (the "**Appointment Order**") to the Notice of Application, appointing msi Spergel inc. as Receiver ("**Spergel**" or the "**Receiver**"), without security, of all of the assets, undertakings and properties of the Respondent, F.A. International Inc. (the "**Debtor**") acquired for, or used in relation to the business carried on by the Debtor.

2. The Applicant, the Bank, also seeks judgment against the Respondent, Adeel Aslam (the "**Guarantor**"), in accordance with the guarantee and postponement of claim given to the Bank for the debts, liabilities and obligations of the Debtor.

3. The Applicant, the Bank, also seeks such further and other relief as to this Honourable Court may seem just.

<u>The Position of the Bank</u>

1. It is the Bank's position that the present circumstances are an appropriate case for the appointment of the Receiver, including the following (all capitalized terms as defined herein):

a) The Bank is a secured creditor of the Debtor pursuant to the GSA;

b) The Debtor defaulted under the terms of the Letter Agreement, as a result of, *inter alia*, the following:

   i. failing to provide reporting to the Bank as it became due;

   ii. failing to make payments to the Bank as they became due as a result of excess borrowings under the Revolving Credit Facility and the failure to cover the Overdraft; and,

   iii. the Debtor's activity on its accounts, with funds wired out of accounts immediately following the deposit of cheques, which cheques were then returned as a result of non-sufficient funds, creating the Overdraft.

c) The Debtor has failed to cure the Defaults, and the Demands issued by the Bank have expired;

d) In the face of the expired Demands, the Debtor is insolvent. No further terms of credit nor forbearance is available to the Debtor from the Bank;

e) The Bank's Security provides the Bank with the right to appoint a Receiver over all property of the Debtor, as a result of the Defaults;

f) It is necessary for the protection of the Debtor's estate that a Receiver be appointed.

PART II – FACTS/OVERVIEW

2. The Debtor is a company incorporated pursuant to the laws of the Province of Ontario, with its registered office located in Toronto, Ontario.

Reference: Affidavit of Ram Muralitharan, sworn December 22, 2025, at para 2 and Exhibit "A" thereto (the "Muralitharan Affidavit").

3. The Debtor operates as a freight transportation, storage and logistics company from leased premises located in Toronto, Ontario.

Reference: Muralitharan Affidavit at para 3.

4. The Guarantor is a principal of the Debtor, and is a guarantor of the obligations owing by the Debtor to the Bank.

Reference: Muralitharan Affidavit at para 4.

5. The Debtor is insolvent, and is currently in Default (a "**Default**", or the "**Defaults**") of its obligations to the Bank as a result of the following:

a) failing to provide reporting to the Bank as it became due;

b) failing to make payments to the Bank as they became due;

c) the Debtor's activity on its accounts, with funds wired out of accounts immediately following the deposit of cheques, which cheques were then returned as a result of non-sufficient funds, creating the Overdraft (as defined below).

Reference: Muralitharan Affidavit at para 5.

The Obligations to the Bank and Security Held

6. As of November 25, 2025, the Debtor was indebted to the Bank in the amount of $1,820,013.08, plus accruing interest and the Bank's continuing costs of enforcement including legal and professional costs (the "**Obligations**"), in respect of certain financing advanced to the Debtor pursuant to the terms of a Letter Agreement dated October 3, 2023, and amended on March 12, 2024 and July 15, 2024 (collectively, the "**Letter Agreement**").

Reference: Muralitharan Affidavit, at para 7 and Exhibit "B".

7. The credit facilities established by the Letter Agreement are:

    a) Revolving Demand Facility: in the amount of $1,750,000.00, upon which the sum of $1,760,311.10 was owing as at November 25, 2025; and,

    b) Credit Card Facility: to a maximum amount of $50,000.00, upon which the sum of $59,701.98 was owing as at November 25, 2025

    (collectively, the "**Financing**").

    Reference: Muralitharan Affidavit, at para 8.

8. In addition to the Financing, the Debtor owes the Bank $204,281.67 and $277,959.66 in U.S. currency in relation to unauthorized overdrafts as of November 25, 2025 (the "**Overdraft**").

    Reference: Muralitharan Affidavit, at para 9.

9. The terms and conditions of each of the Letter Agreement required the Debtor to provide reporting to the Bank as it became due and make all payments to the Bank as they become due.

    Reference: Muralitharan Affidavit, at para 10.

10. The Financing is secured by, *inter alia*, the following:

    a) General Security Agreement from the Debtor dated October 4, 2023 (the "**GSA**" or the "**Security**"); and,

    b) Guarantee and Postponement of Claim from the Guarantor dated October 4, 2023, limited to the sum of $1,800,000.00 (the "**Guarantee**").

    Reference: Muralitharan Affidavit, at para 11 and Exhibits "C" and "D" thereto.

The Bank's Security Interest in The Personal Property of the Debtor

11. The GSA secures all personal property of the Debtor. The Bank has registered a Financing Statement as against the Debtor pursuant to the provisions of the *Personal Property Security Act* (Ontario) to perfect its security interest in the personal property of the Debtor secured under the GSA.

Reference: Muralitharan Affidavit, at paras 12-14, and Exhibit "E" thereto.

Defaults and Demands

12. In late October 2025, the Debtor deposited cheques in both its Canadian and US Dollar accounts at the Bank and then wired funds out of these proceeds to the Debtor's accounts at the Bank of Montreal, as no holds were placed on the deposited cheques. The deposited cheques were returned as a result of non-sufficient funds and the Bank has no recourse to the wires made out of the Bank's accounts, which caused the Overdraft.

Reference: Muralitharan Affidavit, at para 16.

13. On November 4, 2025, the Bank issued a letter to the Debtor advising of the breaches by the Debtor of the Letter Agreement as a result of the Defaults, and the Bank's concerns with the Debtor's overall liquidity and financial condition. Based on the Defaults and the Bank's concerns, the Debtor's account was transferred to the Bank's Special Loans and Advisory Services group.

Reference: Muralitharan Affidavit, at para 17, and Exhibit "F" thereto.

14. In addition to the Overdraft and the Defaults, the Bank has concerns with, among other things, the following:

    a) The Debtor's delinquency in relation to the Credit Card Facility; and,

b) The lack of activity with the Debtor's bank accounts held at the Bank, and the Bank having no insight in relation to the Debtor's accounts at the Bank of Montreal.

Reference: Muralitharan Affidavit at para 18.

15. On November 6, 2025, the Bank representative met with the Guarantor, as representative of the Debtor, and discussed the Debtor's financial situation and the Bank's concerns.

Reference: Muralitharan Affidavit, at para 19.

16. On November 7, 2025, the Bank representative e-mailed the Debtor and advised that the Bank would be issuing demands and requested a proposal from the Debtor.

Reference: Muralitharan Affidavit, at para 20, and Exhibit "G" thereto.

17. As a result of the Defaults, the Bank delivered to the Debtor a demand for payment and a Notice of Intention to Enforce Security pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (the "**BIA**"), each dated November 7, 2025, with respect to the indebtedness then owing. The Bank also delivered a demand to the Guarantor, also dated November 7, 2025 (collectively, the "**Demands**").

Reference: Muralitharan Affidavit, at para 21, and Exhibit "H" thereto.

18. All statutory notice periods in relation to the Demands have expired, and the Debtor and the Guarantor have failed to repay the Obligations due, despite the Demands.

Reference: Muralitharan Affidavit, at para 22.

The Appointment of a Receiver

19. The Obligations due pursuant to the Demands have not been paid. The ten (10) day period

under section 244 of the BIA has expired. The Debtor in default of the Financing. The Bank is in a position to appoint a receiver over the assets and property of the Debtor as secured by the Bank's Security, pursuant to section 243 of the BIA.

Reference: Muralitharan Affidavit, at paras 23 and 24.

20. The GSA grants the Bank the right to appoint a Receiver over all personal property of the Debtor, as a result of the Defaults of the Debtor under the Financing.

Reference: Muralitharan Affidavit, at paras 25 to 27.

21. Spergel has consented to act as Receiver, should this Honourable Court so appoint it.

Reference: Muralitharan Affidavit, at para 36.

PART III – ISSUES, LAW AND ARGUMENT

Issues

22. The issues before this Court, and addressed below, are:

A. Should this Court appoint the Receiver?

B. Should this Court grant judgment against the Guarantor?

A. This Court should appoint the Receiver

(a) This Court has jurisdiction to appoint the Receiver

23. Subsection 243(5) of the BIA provides that an application under subsection 243(1) of the BIA is to be filed in a court having jurisdiction in the judicial district of the "locality of the debtor", which is defined in section 2 of the BIA.

BIA, s. 2, Schedule "B"; BIA, s. 243(5), Schedule "B".

24. The Debtor is an Ontario corporation with its registered office in Ontario. The business carried on by the Debtor that is subject to the proposed receivership is located in Ontario. The locality of the Debtor is, therefore, Ontario, and this application is properly brought before the Ontario Superior Court of Justice.

25. Subsection 243(4) of the BIA provides that only a trustee, as defined in section 2 of the BIA, may be appointed under subsection 234(1) of the BIA.

BIA, s. 2, Schedule "B"; BIA, s. 243(4), Schedule "B".

26. Spergel is a trustee as defined in the BIA, and therefore, satisfies the requirements for appointment pursuant to the BIA.

(b) This Court should appoint the Receiver

27. Section 244(1) requires that a secured creditor provide an insolvent person with the requisite advance notice of its intention to enforce security.

BIA, s. 244(1), Schedule "B".

28. The Applicant sent the Demands together with its Notice of Intention to Enforce Security pursuant to such section of the BIA, to the Debtor on November 7, 2025, and this application is being heard on a date that is after the date on which any applicable notice periods expired.

29. Section 101 of the *Courts of Justice Act,* R.S.O. 1990, c. C-43, as amended (the "**CJA**") provides for the appointment of a receiver by this Court where it is "just and convenient". Section 243(1) of the BIA also provides that, on an application by a secured creditor, this Court may appoint a receiver if it considers it to be just and convenient to do so to: (a) take possession over the assets of an insolvent person; (b) exercise any control that the Court

considers advisable over the property and business; or (c) take any other action that the Court considers advisable.

CJA, s. 101, Schedule "B"; BIA, s. 243(1) and 243(2), Schedule "B".

30. Where the loan agreement and related transaction documents contemplate the appointment of a receiver, this Court may have regard to the principles summarized by Justice Newbould in *RMB Australia Holdings Limited v. Seafield Resources Ltd*:

> 28 In determining whether it is "just or convenient" to appoint a receiver under either the BIA or CJA, Blair J., as he then was, in *Bank of Nova Scotia v. Freure Village on Clair Creek* (1996), 40 C.B.R. (3d) 274 (Ont. Gen. Div. [Commercial List]) stated that in deciding whether the appointment of a receiver was just or convenient, the court must have regard to all of the circumstances but in particular the nature of the property and the rights and interests of all parties in relation thereto, which includes the rights of the secured creditor under its security. He also referred to the relief being less extraordinary if a security instrument provided for the appointment of a receiver:
>
> > While I accept the general notion that the appointment of a receiver is an extraordinary remedy, it seems to me that where the security instrument permits the appointment of a private receiver — and even contemplates, as this one does, the secured creditor seeking a court appointed receiver — and where the circumstances of default justify the appointment of a private receiver, the "extraordinary" nature of the remedy sought is less essential to the inquiry. Rather, the "just or convenient" question becomes one of the Court determining, in the exercise of its discretion, whether it is more in the interests of all concerned to have the receiver appointed by the Court or not.
>
> 29 See also *Elleway Acquisitions Ltd. v. Cruise Professionals Ltd.*, 2013 ONSC 6866 (Ont. S.C.J. [Commercial List]), in which Morawetz J., as he then was, stated:
>
> > ...while the appointment of a receiver is generally regarded as an extraordinary equitable remedy, courts do not regard the nature of the remedy as extraordinary or equitable where the relevant security document permits the appointment of a receiver. This is because the applicant is merely seeking to enforce a term of an agreement that was assented to by both parties. See *Textron Financial Canada Ltd. v. Chetwynd Motels Ltd.*, 2010 BCSC 477, [2010] B.C.J. No. 635 at paras. 50 and 75 (B.C. S.C. [In Chambers]); *Freure Village*, supra, at para. 12; *Canadian Tire Corp. v. Healy*, 2011 ONSC 4616, [2011] O.J. No. 3498 at para. 18 (S.C.J. [Commercial List]); *Bank of Montreal v. Carnival National Leasing Limited and Carnival Automobiles Limited*, 2011 ONSC 1007, [2011] O.J. No. 671 at para. 27 (S.C.J. [Commercial List].

RMB Australia Holdings Limited v. Seafield Resources Ltd., 2014 ONSC 5205 (CanLII), paras 28-29.

31. The existence of a contractual right to appoint a receiver in the loan agreement and related transaction documents is key. Where the rights of the secured creditor include, pursuant to the terms of its security, the right to seek the appointment of a receiver, the burden on the applicant is lessened: while the appointment of a receiver is generally an extraordinary equitable remedy, the courts do not so regard the nature of the remedy where the relevant security permits the appointment and as a result, the applicant is merely seeking to enforce a term of an agreement already made by both parties.

> **Elleway Acquisitions Limited v. The Cruise Professionals Limited, 2013 ONSC 6866 (CanLII) at para 27.**

32. This relief that is granted more as a matter of course, is especially true in cases in which the circumstances further support such an appointment. That is the case here.

33. With this lower burden, the following additional "just or convenient" factors identified by Justice Farley in *Confederation Life Insurance Co. v. Double Y Holdings Inc.* may be considered:

    a) The lenders' security is at risk of deteriorating;

    b) There is need to stabilize and preserve the Debtor's business;

    c) Loss of confidence in the Debtor's management; and,

    d) Positions and interests of other creditors.

> ***Confederation Life Insurance Co. v. Double Y Holdings Inc.,*** **1991 CarswellOnt 1511 (Ont. S.C.J. (Commercial List)) ["Confederation Life"], paras. 19-24, Tab 1 of the Applicant's Book of Authorities.**

34. It is not essential that the moving party/secured creditor establish that it will suffer irreparable harm if a receiver/manager is not appointed.

> ***Swiss Bank Corporation (Canada) v. Odyssey Industries Incorporated*** **(1995), 30 C.B.R. (3d) 49 at para 28, Tab 2 of the Applicant's Book of Authorities.**

35. When the above *Confederation Life* factors are applied to this case, the Applicant submits that the burden to appoint a receiver has been met and that such appointment is just and convenient in the circumstances:

    a) ***The Debtor contractually agreed to the appointment of a receiver.*** The loan agreements and the related transaction documents among the Applicant and the Debtor expressly entitle the Applicant to appoint a receiver under certain circumstances, including the present circumstances. The Applicant now exercises these entitlements, subject to this Court's authority.

    b) ***The loan agreement is in default.*** As set out above, events of default have occurred and are continuing under the loan agreement and the related transaction documents. The Applicant has demanded on the Obligations. The Applicant provided the Debtor with statutory notice of their intention to enforce security, and the applicable notice periods have elapsed.

    c) ***The lenders' security is at risk of deteriorating.*** The Bank is concerned that the Debtor does not have the working capital needed to maintain its property. If the property of the Debtor deteriorates, the realizable value of the Security will diminish as a result.

    d) ***The Debtor's business needs to be stabilized and preserved.*** The Debtor's liquidity crisis will continue to worsen in the absence of action. A receiver will be able to provide stability and transparency, and take the necessary steps to preserve the Security, including conducting an orderly sale process that will generate recoveries for creditors. If the Debtor's business experiences further disarray, or the Security is not preserved, there will be further negative consequences.

e) ***The Applicant has lost confidence in the Debtor's management.*** The Debtor has not advised or provided evidence of alternatives to a receivership that stand any reasonable chance of success, despite significant time in which to do so. The Applicant has justifiably lost confidence in the management of the Debtor due to the events described in the Muralitharan Affidavit.

f) ***Position and interests of other Creditors.*** The Applicant is not the only creditor of the Debtor. As at the date of this Factum, no creditor has opposed the receivership application. The Receiver will be able to properly and equitably deal with the interests of creditors other than the Applicant. A receivership provides parties with an effective forum in which to deal with any issues, including any competing claims, that may arise in respect of the Debtor and its property.

36. As at the date of this Factum, the Applicant is not aware of any restructuring efforts by the Debtor that stands any reasonable chance of success.

(c) The Terms of the Receivership Order are Appropriate

37. The terms of the proposed Receivership Order are substantially the same as the terms of the Commercial List's model receivership order, and the modifications to same are indicated in the blacklined copy provided.

Blackline of the draft Order against the Model Receivership Order; Application Record, Tab 1, Schedule "A-2".

B. This Court should grant Judgment against the Guarantor

38. A proceeding can be commenced by application where it is unlikely that there will be any material facts in dispute requiring a trial.

Rule 14.05(3)(h) of the Rules of Civil Procedure.

39. The Guarantee is standard form bank guarantee, which is an “all accounts”, “continuing” guarantee.

Royal Bank of Canada v. Samson Management & Solutions Ltd., 2013 ONCA 313.

40. The Guarantee provides as follows:

> … the liability of the undersigned hereunder being limited to the sum of **$1,800,000.00 One Million Eight Hundred Thousand Dollars** together with interest thereon from the date of demand for payment at a rate equal to **the Prime Interest Rate of the Bank plus 5.00 Five** percent per annum as well after as before default and judgment.
>
> …
>
> (2) This guarantee shall be a continuing guarantee and shall cover all the Liabilities, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Bank.
>
> (3) The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities it may at any time hold before being entitled to payment from the undersigned of the Liabilities. The undersigned renounce(s) to all benefits of discussion and division.
>
> …
>
> (12) No suit based on this guarantee shall be instituted until demand for payment has been made, and demand for payment shall be deemed to have been effectually made upon any guarantor if and when an envelope containing such demand, addressed to such guarantor at the address of such guarantor last known to the Bank, is posted, postage prepaid, in the post office, and in the event of death of any guarantor demand for payment addressed to any of such guarantor's heirs, executors, administrators or legal representatives at the address of the addressee last known to the Bank and posted as aforesaid shall be deemed to have been effectually made upon all of them. Moreover, when demand for payment has been made, the undersigned shall also be liable to the Bank for all legal costs (on a solicitor and own client basis) incurred by or on behalf of the Bank resulting from any action instituted on the basis of this guarantee. All payments hereunder shall be made to the Bank at a branch or agency of the Bank.

Reference: Muralitharan Affidavit Exhibit “D” thereto.

41. Demand has been made on the Guarantee and the sum demanded is due thereunder.

42. The Applicant respectfully submits that a lender is not required to exhaust its recourse against a borrower or security held prior to pursuing payment from a guarantor where the contractual terms of the guarantee provide for same.

Reference: *Toronto-Dominion Bank v. Konga,* 2016 ONCA 976 at paragraphs 17-25.

43. In light of the foregoing, it is respectfully submitted that this Court should grant Judgment against the Guarantor under the Guarantee.

PART IV – ORDER REQUESTED

44. For the reasons set forth herein and in the Application Record, it is respectfully submitted that the appointment of a receiver is just and convenient and is necessary for the protection of the estate of the Debtor and the interests of the Bank and other stakeholders.

45. The Bank respectfully requests that this Honourable Court grant the Appointment Order substantially in the form attached as Schedule "A" to the Notice of Application.

46. The Bank also respectfully requests that this Honourable Court grant Judgment against the Guarantor under the Guarantee.

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 21th day of January, 2026

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SCHEDULE "A"

LIST OF AUTHORITIES

1. *Confederation Life Insurance Co. v. Double Y Holdings Inc.*, 1991 CarswellOnt 1511 (Ont. S.C.J. (Commercial List))

2. *Elleway Acquisitions Limited v. The Cruise Professionals Limited*, 2013 ONSC 6866 (CanLII)

3. *RMB Australia Holdings Limited v. Seafield Resources Ltd.,* 2014 ONSC 5205 (CanLII)

4. *Swiss Bank Corporation (Canada) v. Odyssey Industries Incorporated* (1995), 30 C.B.R. (3d) 49

5. *Royal Bank of Canada v. Samson Management & Solutions Ltd*., 2013 ONCA 313

6. *Toronto-Dominion Bank v. Konga, 2016 ONCA 976*

SCHEDULE “B”

TEXT OF STATUTES, REGULATIONS & BY-LAWS

Bankruptcy and Insolvency Act, RSC 1985, c B-3

Court may appoint receiver

243. (1) Subject to subsection (1.1), on application by a secured creditor, a court may appoint a receiver to do any or all of the following if it considers it to be just or convenient to do so:

(a) take possession of all or substantially all of the inventory, accounts receivable or other property of an insolvent person or bankrupt that was acquired for or used in relation to a business carried on by the insolvent person or bankrupt;

(b) exercise any control that the court considers advisable over that property and over the insolvent person’s or bankrupt’s business; or

(c) take any other action that the court considers advisable.

Restriction on appointment of receiver

(1.1) In the case of an insolvent person in respect of whose property a notice is to be sent under subsection 244(1), the court may not appoint a receiver under subsection (1) before the expiry of 10 days after the day on which the secured creditor sends the notice unless

(a) the insolvent person consents to an earlier enforcement under subsection 244(2); or

(b) the court considers it appropriate to appoint a receiver before then.

Definition of receiver

(2) Subject to subsections (3) and (4), in this Part, receiver means a person who

(f) is appointed under subsection (1); or

(g) is appointed to take or takes possession or control — of all or substantially all of the inventory, accounts receivable or other property of an insolvent person or bankrupt that was acquired for or used in relation to a business carried on by the insolvent person or bankrupt — under

(i) an agreement under which property becomes subject to a security (in this Part referred to as a “security agreement”), or

(ii) a court order made under another Act of Parliament, or an Act of a legislature of a province, that provides for or authorizes the appointment of a receiver or receiver-manager.

Definition of receiver — subsection 248(2)

(3) For the purposes of subsection 248(2), the definition *receiver* in subsection (2) is to be read without reference to paragraph (a) or subparagraph (b)(ii).

Trustee to be appointed

(4) Only a trustee may be appointed under subsection (1) or under an agreement or order referred to in paragraph (2)(b).

Place of filing

(5) The application is to be filed in a court having jurisdiction in the judicial district of the locality of the debtor.

Orders respecting fees and disbursements

(6) If a receiver is appointed under subsection (1), the court may make any order respecting the payment of fees and disbursements of the receiver that it considers proper, including one that gives the receiver a charge, ranking ahead of any or all of the secured creditors, over all or part of the property of the insolvent person or bankrupt in respect of the receiver's claim for fees or disbursements, but the court may not make the order unless it is satisfied that the secured creditors who would be materially affected by the order were given reasonable notice and an opportunity to make representations.

Meaning of disbursements

(7) In subsection (6), disbursements does not include payments made in the operation of a business of the insolvent person or bankrupt.

Advance notice

244 (1) A secured creditor who intends to enforce a security on all or substantially all of

(a) the inventory,

(b) the accounts receivable, or

(c) the other property

of an insolvent person that was acquired for, or is used in relation to, a business carried on by the insolvent person shall send to that insolvent person, in the prescribed form and manner, a notice of that intention.

Period of notice

(2) Where a notice is required to be sent under subsection (1), the secured creditor shall not enforce the security in respect of which the notice is required until the expiry of ten days after sending that notice, unless the insolvent person consents to an earlier enforcement of the security.

No advance consent

(2.1) For the purposes of subsection (2), consent to earlier enforcement of a security may not be obtained by a secured creditor prior to the sending of the notice referred to in subsection (1).

Exception

(3) This section does not apply, or ceases to apply, in respect of a secured creditor

(a) whose right to realize or otherwise deal with his security is protected by subsection 69.1(5) or (6); or

(b) in respect of whom a stay under sections 69 to 69.2 has been lifted pursuant to section 69.4.

Idem

(4) This section does not apply where there is a receiver in respect of the insolvent person.

locality of a debtor means the principal place

(a) where the debtor has carried on business during the year immediately preceding the date of the initial bankruptcy event,

(b) where the debtor has resided during the year immediately preceding the date of the initial bankruptcy event, or

(c) in cases not coming within paragraph (a) or (b), where the greater portion of the property of the debtor is situated; (localité)

trustee or ***licensed trustee*** means a person who is licensed or appointed under this Act. (*syndic* ou *syndic autorisé*)

Courts of Justice Act, RSO 1990, c. C-43.

Injunctions and receivers

101. (1) In the Superior Court of Justice, an interlocutory or mandatory order may be granted or a receiver or receiver and manager may be appointed by an interlocutory order, where it appears to a judge of the court to be just or convenient to do so.

Terms

(2) An order under subsection (1) may include such terms as are considered just.

Rules of Civil Procedure, RRO 1990, Reg 194

Application under Rules

(3) A proceeding may be brought by application where these rules authorize the commencement of a proceeding by application or where the relief claimed is,

…

(h) in respect of any matter where it is unlikely that there will be any material facts in dispute requiring a trial. R.R.O. 1990, Reg. 194, r. 14.05 (3); O. Reg. 396/91, s. 3; O. Reg. 537/18, s. 2.

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