

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

THE TORONTO-DOMINION BANK

Applicant

-and-

1369014 ONTARIO LTD. and PARAMJIT SINGH BHULLAR

Respondents

FACTUM OF THE APPLICANT
(Application Returnable May 15, 2026)

April 28, 2026

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TO: Service List

Court File No. CV-26-00003111-0000

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PART I – THE APPLICATION

1. The Applicant, The Toronto-Dominion Bank (the “**Bank**”), seeks an Order, substantially in the form attached as Schedule “A” (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 property of the Respondent, 1369014 Ontario Ltd. (the “**Debtor**”), acquired for, or used in relation to the business or businesses carried on by the Debtor.
2. The Applicant, the Bank, also seeks judgment against the Respondent, Paramjit Singh Bhullar (“**Paramjit**”), in accordance with the Guarantee (as defined below) 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.

The Position of the Bank

4. 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 and assets under a lease. The Debtor carries on business providing transportation and logistics services and its assets include vehicles, tractors and trailers;
 - b) The Debtor defaulted under the terms of the Letter Agreement, as a result of, *inter alia*, the following:
 - i. failing to make payments to the Bank as they became due;
 - ii. failing to provide reporting to the Bank as it became due;
 - iii. no longer banking with the Bank; and,
 - iv. failing to make payments to third parties as they became due.
 - 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. Another creditor has issued a Notice of Intention to Enforce. 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; and,
 - f) The Debtor It is necessary for the protection of the Debtor's estate that a Receiver be appointed, to take steps to locate and liquidate the Debtor's assets.

PART II – FACTS/OVERVIEW

5. The Debtor is a company incorporated pursuant to the laws of the Province of Ontario, with its registered office located in Brampton, Ontario. The Debtor carries on business as “DCJ Logistics”, providing transportation logistics and supply chain services.

Reference: Affidavit Kamalpreet Kaur, sworn April 16, 2026, at paras 2 and 3 (the “Kaur Affidavit”) and Exhibit “A” thereto.

6. Paramjit is an individual that resides in Brampton, Ontario. Paramjit is a director of the Debtor and is a guarantor of the obligations of the Debtor to the Bank.

Reference: Kaur Affidavit, at para 4.

7. The Debtor is insolvent, and are currently in default (a “Default”, or the “Defaults”) of their obligations to the Bank as a result of the following:

- a) failing to make payments to the Bank as they became due;
- b) failing to provide reporting to the Bank as it became due;
- c) no longer banking with the Bank; and,
- d) failing to make payments to third parties as they became due

Reference: Kaur Affidavit at para 5.

8. The Bank is unwilling to provide the Debtor with any further credit or forbearance.

Reference: Kaur Affidavit at para 6.

The Obligations to the Bank and Security Held

9. As of April 2, 2026, the Debtor was indebted to the Bank in the amount of \$2,165,103.76, plus

the costs of enforcement, including legal and professional costs, and interest (the “**Obligations**”), in respect of certain financing advanced to the Debtor pursuant to the terms of a Demand Operating Facility Agreement dated December 14, 2023 (the “**Letter Agreement**”) and a Master Lease Agreement dated February 1, 2024.

Reference: Kaur Affidavit, at para 7 and Exhibits “B” and “C”.

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

- a) Demand Facility: upon which the sum of \$1,894,161.14 was owing as at April 2, 2026;
 - b) Credit Card Facility: upon which the sum of \$57,837.75 was owing as at April 2, 2026; and,
 - c) Lease Facility: upon which the sum of \$213,104.87 was owing as at April 2, 2026
- (collectively, the “**Financing**”).

Reference: Kaur Affidavit, at para 8.

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

- a) General Security Agreement from the Debtor dated January 2, 2024 (the “**GSA**”);
- b) Guarantee from Paramjit dated January 2, 2024, unlimited in sum (the “**Guarantee**”); and,
- c) The Master Lease Agreement and various leasing schedules.

Reference: Kaur Affidavit, at para 9 and Exhibits “D” and “E” thereto.

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

12. 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: Kaur Affidavit, at paras 10 to 13, and Exhibit “F” thereto.

The Guarantee

13. The Guarantee is a standard form bank guarantee, which is an “all accounts”, “continuing” guarantee. The Guarantee provides that the Bank is not required to exhaust its recourse against the Debtor or security held prior to pursuing payment from Paramjit pursuant to the Guarantee.

Reference: Kaur Affidavit, at paras 14 to 16.

Defaults and Demands

14. The Debtor is insolvent, and has defaulted under the Financing, as set out above, which defaults continue.

Reference: Kaur Affidavit, at para 17.

15. As a result of the Defaults, the Bank did deliver a demand for payment and a Notice of Intention to Enforce Security to the Debtor, dated July 22, 2025, pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (the “**BIA**”). The Bank also issued a demand for payment to Paramjit, dated July 22, 2025, in relation to the Guarantee (collectively, the “**Demands**”).

Reference: Kaur Affidavit, at para 18, and Exhibit “G” thereto.

16. On August 22, 2025, the Bank, the Debtor and Paramjit entered into a forbearance agreement, to allow the Debtor more time to pay the Obligations (the “**Forbearance Agreement**”).

Reference: Kaur Affidavit, at para 19, and Exhibit “H” thereto.

17. Pursuant to the Forbearance Agreement, the Debtor consented to the appointment of a receiver, and the Debtor and Paramjit consented to judgment in favour of the Bank in relation to the Obligations.

Reference: Kaur Affidavit, at para 20.

18. On November 10, 2025, the Bank, the Debtor and Paramjit entered into an addendum to the Forbearance Agreement (the “**Addendum to Forbearance Agreement**”).

Reference: Kaur Affidavit, at para 21, and Exhibit “I” thereto.

19. Pursuant to the Addendum to Forbearance Agreement, subject to certain terms within, the Bank agreed to provide the Debtor until April 1, 2026, to pay the Obligations in full.

Reference: Kaur Affidavit, at para 22.

20. The Debtor did repay some of the obligations owing to Bank, but not all of the Obligations were repaid by April 1, 2026, and there were further defaults by the Debtor under the Addendum to Forbearance Agreement.

Reference: Kaur Affidavit, at paras 23 and 24.

21. The Bank received a Notice of Intention to Enforce Security to the Debtor from BVD Petroleum Inc., dated March 18, 2025, pursuant to section 244(1) of the *BIA* (the “**BVD Demand**”).

Reference: Kaur Affidavit, at para 25, and Exhibit “J” thereto.

22. On March 22, 2026, counsel for the Bank e-mailed the Debtor advising that the Bank had received the BVD Demand, that the Bank continues to rely on the Demands and the Defaults,

and the Bank reserves all rights, with banking services terminated and enforcement steps to be taken.

Reference: Kaur Affidavit, at para 26, and Exhibit “K” thereto.

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

Reference: Kaur Affidavit, at para 27.

The Appointment of a Receiver

24. 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 is 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: Kaur Affidavit, at paras 28 and 29.

25. 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: Kaur Affidavit, at paras 30 to 32.

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

Reference: Kaur Affidavit, at para 40.

PART III – ISSUES, LAW AND ARGUMENT

Issues

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

A. Should this Court appoint the Receiver?

B. Should this Court grant judgment against Paramjit?

A. This Court should appoint the Receiver

(a) This Court has jurisdiction to appoint the Receiver

28. 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”](#).

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

30. 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”](#).

31. 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

32. 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”.](#)

33. 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 July 22, 2025, and this application is being heard on a date that is after the date on which any applicable notice periods expired.
34. 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”.](#)

35. 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.](#)

36. 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.](#)

37. 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.

38. 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 businesses;
- 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.

39. 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 paragraph 28, Tab 2 of the Applicant's Book of Authorities.

40. 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 expired.

- c) ***The lenders' security is at risk of deteriorating.*** The Bank is concerned that the Debtor's property will be moved or deteriorate. 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.*** A receiver will be able to take the necessary steps to collect and preserve the Security, including conducting an orderly sale process that will generate recoveries for creditors. If the Debtor's businesses experience 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 Kaur 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 their property.

41. 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

42. 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

43. 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.

44. The Guarantee is a standard form bank guarantee, which is an "all accounts", "continuing" guarantee.

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

45. The Guarantee provides as follows:

1. Obligations Guaranteed

The Guarantor unconditionally and irrevocably guarantees payment of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, wheresoever and howsoever incurred of the Customer to the Bank, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatsoever a creditor of the Customer, in any currency, whether incurred by the Customer alone or jointly with another or others and whether as a indemnitor or surety, including interest thereon and all amounts owed by the Customer for fees, costs and expenses (collectively referred to as the "Obligations").

2. Extent of Guarantor's Liability

This is an unlimited Guarantee and the Guarantor's liability to the Bank under this Guarantee shall not be limited as to amount...

5. Continuing Guarantee

The obligations of the Guarantor hereunder will constitute and be continuing obligations and will apply to and secure any ultimate balance due or remaining due to the Bank and will not be considered as wholly or partially satisfied by the payment or liquidation at any time of any sum of money for the time being due or remaining unpaid to the Bank...

11. Exhausting Recourse

The Bank is not required to take any proceedings, exhaust its recourse against the Customer or any other Guarantor or person or under any security the Bank may from time to time hold, or take any other action, before being entitled to demand payment from the Guarantor under this Guarantee, and the Guarantor waives all benefits of discussion and division.

Reference: **Kaur Affidavit Exhibit “E”.**

46. A demand has been made on the Guarantee, and the sum demanded are due thereunder.

47. 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.

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

PART IV – ORDER REQUESTED

49. 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.

50. 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.

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

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 28th day of April, 2026



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The Toronto-Dominion Bank

SCHEDULE “A”**LIST OF AUTHORITIES**

1. *RMB Australia Holdings Limited v. Seafield Resources Ltd.*, 2014 ONSC 5205 (CanLII);
2. *Elleway Acquisitions Limited v. The Cruise Professionals Limited*, 2013 ONSC 6866 (CanLII);
3. *Confederation Life Insurance Co. v. Double Y Holdings Inc.*, 1991 CarswellOnt 1511 (Ont. S.C.J. (Commercial List));
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.

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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Court File No. CV-26-00003111-0000

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BRAMPTON, ONTARIO

FACTUM OF THE APPLICANT

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