COURT FILE NO.: CV-25-00001828-0000

SUPERIOR COURT OF JUSTICE – ONTARIO
7755 Hurontario Street, Brampton ON L6W 4T6

RE:	BUSINESS DEVELOPMENT BANK OF CANADA, **Applicant**
	AND:
	2868335 ONTARIO INC., **Respondent**
BEFORE:	Justice Wilkinson
COUNSEL:	PARSONS, Shaun for the **Applicant** Email: sparsons@airdberlis.com SHARMA, Santosh, JOSHI, Rimple, **Self-Represented Respondents** Email: contact@highwayxt.com / shivali98@hotmail.com
HEARD:	July 3, 2025, by video-conference

ENDORSEMENT

[1] The Applicant moves for a receivership appointing Grant Thornton as a receiver without security of all the assets of the Respondent, including the real property located at 40 West Drive, Brampton and 44 West Drive, Brampton.

[2] This motion was originally heard on May 16, 2025, but was adjourned to today's date, peremptory of the Respondent, to permit them to hire counsel to respond to the motion. Justice Derstine also ordered that the Respondents pay $120,000 to the Applicant prior to the return of this motion. This was not done.

[3] Three of the directors of the Respondent corporation attend, and do not oppose the motion.

[4] The test for granting a receivership order is if it is just or convenient to do so pursuant to subsection 243(1) of the *Bankruptcy and Insolvency Act*, and section 101 of the *Courts of Justice Act*. Both statutes enable the Court to appoint a receiver and manager where such appointment is "just or convenient."

[5] The Respondent owes almost $15,000,000 to the Applicant. Under the General Security Agreement signed by the Respondent, the debt is payable on demand. The demand letter was sent to the Respondent on February 13, 2025. Since that time, there have been no steps taken by the Respondent to repay the debt, or to propose a timeline for repayment of the debt, nor has the Applicant been advised of a possible refinance.

[6] It is also noteworthy that sections 14 and 15 of the General Security Agreement signed by the Respondent provides for the appointment of a receiver in the event of default. In this circumstance, the appointment of a receiver is not considered extraordinary relief: *Elleway Acquisitions Limited v. The Cruise Professionals Limited*, 2013 ONSC 6866, at para. 27).

[7] In addition to the principal debt owed, the Respondent owes property taxes which continue to be incurred and erode the value of the security. Legal fees and accruing interest are also owed.

[8] There is a proven default of the debt. More than five months has passed since repayment of the debt was demanded.

[9] It is both just and convenient that a receiver be appointed in this matter. Order to go as attached to this endorsement.

Wilkinson J.