

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE
JUSTICE KOEHNEN

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WEDNESDAY, THE 13TH
DAY OF OCTOBER, 2021

B E T W E E N:

(Court Seal)

SWINDERPAL SINGH RANDHAWA

Applicant

- and -

RANA PARTAP SINGH RANDHAWA, PROEX LOGISTICS INC.,
GURU LOGISTICS INC., 1542300 ONTARIO INC. (OPERATED AS ASR
TRANSPORTATION), 2221589 ONTARIO INC., 2435963 ONTARIO INC.,
NOOR RANDHAWA CORP., SUPERSTAR TRANSPORT LTD.,
R.S. INTERNATIONAL CARRIERS INC., SUBEET CARRIERS INC.,
SUPERSTAR LOGISTICS INC., CONTINENTAL TRUCK SERVICES INC.,
AND ASR TRANSPORTATION INC.

Respondents

**ORDER
(Disclosure of Information)**

THIS MOTION, made by KSV Restructuring Inc. in its capacity as receiver and manager (in such capacities, the "**Receiver**") without security, of all of the assets, undertakings and property (collectively, the "**Property**") of Proex Logistics Inc. Guru Logistics Inc., 1542300 Ontario Inc. (operated as ASR Transportation), 2221589 Ontario Inc., 2435963 Ontario Inc., Noor Randhawa Corp., Superstar Transport Ltd., R.S. International Carriers Inc., Subeet Carriers Inc., Superstar Logistics Inc., Continental Truck Services Inc., and ASR Transportation Inc.,

(collectively, “**RGC**”) acquired for, or used in relation to a business carried on by RGC, was heard by judicial videoconference via Zoom at Toronto, Ontario due to the COVID-19 crisis;

ON READING the Notice of Motion of the Receiver dated October 8, 2021, the Sixth Report of the Receiver dated October 8, 2021 (the “**Sixth Report**”), and upon hearing the submissions of counsel for the Receiver and counsel for the other parties appearing on the Participant Information Form; and no one else appearing although duly served as appears from the affidavit of service of Benjamin Goodis sworn October 8, 2021, filed;

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of this motion is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that capitalized terms used in this Order and not otherwise defined have the meanings given to them in the Sixth Report.

DISCLOSURE OF INFORMATION

3. **THIS COURT ORDERS** that, to the extent necessary to assist the Receiver in the exercise of its mandate as determined by the Receiver in its sole discretion, the Receiver is permitted to disclose information and documents (“**Information**”) provided to it by Sukhdeep Kaur Randhawa (“**Sukhdeep**”) pursuant to paragraph 5 of the Order (Restrictions on Transactions) dated September 16, 2021 to Rana Partap Singh Randhawa, Swinderpal Singh Randhawa, and their legal counsel, provided that such recipients agree to keep the Information confidential.

4. **THIS COURT ORDERS** that the Receiver shall have no liability with respect to any and all losses, claims, damages or liability of any nature or kind to any person in connection with or as a result of carrying out the provisions of this Order, except to the extent such losses, claims, damages or liability results from the gross negligence or wilful misconduct of the Receiver, as determined by this Court. Nothing in this Order shall derogate from the protections afforded the Receiver under the Amended and Restated Order (Appointing Receiver) dated June 4, 2021.

5. **THIS COURT ORDERS** that without prejudice to this Court's discretion over the sealing of the Information, any party who seeks to file any of the Information with the Court in this proceeding must request that the Information be sealed on the Court file until further Court order.

6. **THIS COURT ORDERS** that, having been advised of the undertaking by Sukhdeep, Sukhdeep shall provide the Receiver with 15 days notice if she intends to, directly or indirectly: (i) transfer any of the proceeds of the Georgetown Mortgage out of Ontario or (ii) transfer any of the proceeds of the Georgetown Mortgage to a family member in any jurisdiction. Sukhdeep is however free to invest such proceeds in Ontario and that she is further entitled to pay all reasonable expenses, including, mortgage servicing costs, legal and professional expenses, and her day to day living expenses.

SEALING

7. **THIS COURT ORDERS AND DECLARES** that the Confidential Appendix to the Sixth Report be and is hereby sealed on the Court file and shall be treated as confidential until further Order of this Court.

GENERAL

8. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or any other jurisdiction to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order.

9. **THIS COURT ORDERS** that this Order is effective from today's date and it is made an enforceable without any need for entry or filing.



SWINDERPAL SINGH RANDHAWA
Applicant

-and- RANA PARTAP SINGH RANDHAWA
Respondent

Court File No. CV-18-593636-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

**ORDER
(DISCLOSURE OF INFORMATION)**

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Lawyers for KSV Restructuring Inc. in its capacity as Receiver