

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

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 TRANSCRPORATION INC.

Respondents

RESPONDING PARTIES' FACTUM

LENCZNER SLAGHT LLP

Barristers
Suite 2600
130 Adelaide Street West
Toronto ON M5H 3P5

Brian Kolenda (60153N)

Tel: (416) 865-2897
Fax: (416) 865-9010
Email: bkolenda@litigate.com

Shara N. Roy (49950H)

Tel: (416) 865-2942
Fax: (416) 865-9010
Email: sroy@litigate.com

Lauren Mills Taylor (76013F)

Tel: (416) 238-1975
Fax: (416) 865-9010
Email: lmillstaylor@litigate.com

Lawyers for the Respondents

TO: **THE SERVICE LIST**

STIKEMAN ELLIOTT LLP

Barristers and Solicitors
5300 Commerce Court West
199 Bay Street
Toronto ON
M5L 1B9

Aaron L. Kreaden (60157U)

Tel: (416) 869-5565
Fax: (469) 470-866
Email: akreaden@stikeman.com

Sam Dukesz (74987T)

Email: sdukesz@stikeman.com

Tel: (416) 869-5500

Fax: (416) 947-0866

Lawyers for the Plaintiff

BRIDGE LAW PROFESSIONAL CORPORATION

13-7015 Tranmere Dr
Mississauga, ON L5S 1T7

Christina Bowman (50694U)

Tel: 905.673.7222
Email: cbowman@bridgelawyers.ca

Jitesh Bhalla (66193J)

Email: jbhalla@bridgelawyers.ca

Lawyers for Motion Transport Ltd.

KSV RESTRUCTURING INC.

150 King Street West
Suite 2308
Toronto, ON M5H 1J9

Noah Goldstein

Tel: 416.932.6207
Email: ngoldstein@ksvadvisory.com

Jonathan Joffe

Tel: 416.932.6253
Email: jjoffe@ksvadvisory.com

Receiver

CASSELS BROCK & BLACKWELL LLP

Scotia Plaza,
Suite 2100
40 King St W
Toronto, ON M5H 3C2

Natalie Levine LSO# 64908K

Tel: 416.860.6568
Fax: 416.640.3207
Email: nlevine@cassels.com

John Picone LSO# 58406N

Tel: 416.640.6041
Fax: 416.350.6924
Email: jpicone@cassels.com

Kieran May LSO# 79672P

Tel: 416.869.5321
Fax: 416.350.6958
Email: kmay@cassels.com

Lawyers for KSV Restructuring Inc. in its capacity as Receiver

THE BANK OF NOVA SCOTIA

1 St. Clair Avenue East
Toronto, ON M4T 1Z3

Waxberg, Lee

Email: Lee.Waxberg@scotiabank.com

Jeff Johnston

Email: jeff.johnston@scotiabank.com

Ferdous Ahmed

Email: ferdous.ahmed@scotiabank.com

ROYAL BANK OF CANADA

10 York Mills Rd
Toronto, ON M2P 0A2

VFS CANADA INC.
238 Wellington St. E.
3rd Floor
Aurora, ON L4G 1J5

Jason Cowley
Email: jason.cowley@vfsco.com

THE BANK OF NOVA SCOTIA
4715 Tahoe Boulevard
Mississauga, ON L4W 0B4

2412115 ONTARIO INC O/A DIESEL SOLUTIONS
98 Rutherford Rd S Unit #2D
Brampton, ON L6W 3J5

Email: dieselsolution@outlook.com

NEW MILLENIUM TIRE CENTRE
25 Clark Blvd
Brampton ON, L6W 1X4

9578595 CANADA INC. DBA TRANSPORT SPECIALISTS
102A-2680 Matheson Blvd E
Mississauga ON L4W 0A5

TRAVELERS LEASING LTD
2425 Matheson Blvd E,
Mississauga, ON L4W 5K4

With a copy to:

COAST CAPITAL SAVINGS FEDERAL CREDIT UNION
cservice@coastcapitalsavings.com

PENSKE
Raymond Martin
raymond.martin@penske.com

WELLS FARGO EQUIPMENT FINANCE COMPANY

1100-1290 Central Pkwy W
Mississauga, ON L5C 4R3

SHOBRAJ TRANSPORT INC

5712 Old School Rd
Caledon, ON L7C 0W6

2760111 ONTARIO LTD.

4800 Dundas St. W
Toronto, ON M9A 1B1

ANCHOR PROPERTY MANAGEMENT

285 Woolwich Street South
Breslau, ON N0B 1M0

Tel : 519.648.2158

Fax : 579.648.2496

Doris Hubner

[Email: doris@krewcorp.ca](mailto:doris@krewcorp.ca)

Bill Southern

[Email: bill@krewcorp.ca](mailto:bill@krewcorp.ca)

CANADA REVENUE AGENCY

c/o Department of Justice Ontario Regional Office
120 Adelaide Street West, Suite 400
Toronto, ON M5H 1T1

Diane Winters

Tel: 647-256-7459

Fax: 416-973-0810

[Email: diane.winters@justice.gc.ca](mailto:diane.winters@justice.gc.ca)

Lawyers for the Canada Revenue Agency

MINISTRY OF FINANCE (ONTARIO)

Legal Services Branch
777 Bay Street, 11th Fl.
Toronto, ON M5G 2C8

Insolvency Unit

Email: Insolvency.unit@ontario.ca

Steven Groeneveld

Email: steven.groeneveld@ontario.ca

Leslie Crawford

Email: leslie.crawford@ontario.ca

SUNCOR ENERGY INC.

P.O. Box 2844,
150 - 6 Avenue S.W.
Calgary, Alberta T2P 3E3

Elizabeth Woo

Tel: [\(403\) 296.8355](tel:(403)296.8355)

Email: ewoo@suncor.com

CANADA REVENUE AGENCY

1 Front Street West
Toronto, ON M5J 2X6

Pat Confalone

Tel: 416.954.6514

Fax: 416.964.6411

Email: pat.confalone@justice.gc.ca

Pat.confalone@cra-arc.gc.ca

RESPONDING PARTIES' FACTUM

PART I - INTRODUCTION

1. This motion involves an ongoing dispute between two brothers, Rana Sign Randhawa (“Rana”) and Swinderpal Singh Randhawa (“Paul”). In the course of this dispute, KSV was appointed as the Receiver of the brothers’ trucking businesses.

2. KSV now applies to approve an order permitting the Auctioneer to conduct a sale of the assets of these businesses, among other things.

3. KSV also seeks to require Rana or Sukhdeep Randhawa (“Sukhdeep”), Rana’s wife, to make disclosure of the use of the proceeds of a mortgage obtained on a property owned by Sukhdeep (“the Georgetown Property”). This request (“the “Disclosure Request”) is the only aspect of the order that is contested.

4. Rana resists the Disclosure Request on the basis that:

- (a) It goes far beyond the purpose of the receivership, which is to investigate certain business transactions relating to the brothers’ trucking business. The order now sought essentially appoints the receiver as the personal receiver of Rana and Sukhdeep, without the proper grounds or evidence;
- (b) The request for information about the mortgage is grounded in Paul’s speculation that he may be entitled to monies from Rana (which given the amount of proceeds from the Auction is far from certain) and that Paul is therefore entitled to what amounts to a freezing order against Rana personally;
- (c) Sukhdeep is not a party to these proceedings; and

(d) Even if the Court is of the view that such an order should be made as against Sukdhdeep, she should have been put on notice of this motion in order to be able to respond to it.

5. Rana is prepared to agree to the remainder of the relief sought on this motion, including the request that he notify the receiver before encumbering or transferring assets, as a compromise position. In doing so, Rana should not be taken to have admitted to the receiver's jurisdiction to seek this order or any wrongdoing on his part.

PART II - SUMMARY OF FACTS

Background

6. Rana and Paul are brothers and former business partners. They have been in a long dispute about the separation of their business interests. This dispute was the subject of a lengthy arbitration. In July 2020, the arbitrator, Mr. Larry Banack, appointed an inspector under the *Ontario Business Corporations Act*.¹ In doing so, the arbitrator specifically declared that the powers of the inspector were to be determined before the Superior Court of Justice if the inspection could potentially impact the rights of entities who are not parties to the arbitration clause.²

7. Rana challenged the arbitrator's jurisdiction to make that appointment, as well as the whether the receiver should have investigatory powers.³

¹ *Ontario Business Corporations Act*, R.S.O. 1990, c B.16

² [Randhawa v. Randhawa, 2021 ONSC 3643 at para. 32](#); Order of the Arbitrator dated July 3, 2020 at para. 3, Appendix A to this Responding Factum

³ [Randhawa v. Randhawa, 2021 ONSC 3643 at para. 4](#)

8. Koehnen J. found that the arbitrator had jurisdiction to appoint an inspector, that the receiver should have investigatory powers, and that Paul's proposed receiver, KSV, should be appointed.⁴ In his endorsement, Koehnen J. commented that an investigative receivership "should be carefully tailored to what is required to assist in the recovery while protecting the defendant's interests, and go no further than necessary to achieve these ends".⁵

9. The order that followed was so tailored:

- (a) The order appointing KSV as receivers specifically sets the mandate as permitting an investigation "in order to ensure that the Trucking Business is being sold in a manner that maximizes the value of that business".⁶
- (b) The order defines the Persons subject to the investigation. The persons who have a duty to provide access and co-operation to the receiver include: (i) Paul, Rana and Baldev Dhinda, (ii) Motion Transport Ltd. and RGC, (iii) all of Motion's and RGC's current and former directors, officers, employees, agents accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, and (iv) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of the Order.⁷ The receiver has not provided any evidence that Sukhdeep had personally received notice of the Order or of this motion.

⁴ [Randhawa v. Randhawa, 2021 ONSC 3643 at para. 3](#)

⁵ [Randhawa v. Randhawa, 2021 ONSC 3643 at para. 55](#)

⁶ Amended and Restated Order of Koehnen J., dated June 4, 2021 at para. 3, Appendix B to this Responding Factum

⁷ Amended and Restated Order of Koehnen J., dated June 4, 2021, at para. 7, Appendix B to this Responding Factum

10. Koehnen J. expressly found that the investigation should extend to Motion and to Mr. Baldev Dhinda, who ran Motion.⁸ He did not expressly mention Sukhdeep. The Court did not contemplate involving her, or any other family members, in the investigation.

The Disclosure Request

11. On August 16, 2021, counsel to Paul wrote to counsel to Rana, advising that he was concerned Rana was attempting to divert his assets, and potentially the assets of RGC.⁹ He provided no basis for the allegation regarding RGC or, when requested, any evidence that any RGC property improperly flowed to the Georgetown Property.¹⁰

12. Counsel for Rana confirmed that Sukhdeep had no current plans to sell the home.¹¹ Rana confirmed that while his wife had listed the property, she had decided not to sell the home.¹² A real estate agent confirmed in writing that the property was no longer for sale.¹³

13. The receiver then sought a consent order which would require Rana to give notice to the Receiver if he intended to encumber or dispose of any assets legally or beneficially owned by him, including specifically the Georgetown Property as the family home. The Receiver emailed Paul's counsel with this proposal. At the time, the proposal did not include the Disclosure Request.¹⁴

⁸ [*Randhawa v. Randhawa*, 2021 ONSC 3643 at para. 60](#)

⁹ Letter from Paul's Counsel to Rana's Counsel dated August 16, 2021, Appendix E to the Supplement to the Fourth Report of the Receiver dated September 13, 2021

¹⁰ Letter from Rana's Counsel to Paul's Counsel dated August 17, 2021, Appendix F to the Supplement to the Fourth Report of the Receiver dated September 13, 2021

¹¹ Email exchange between Paul's Counsel and Rana's Counsel dated August 18, 2021, Appendix H to the Supplement to the Fourth Report of the Receiver dated September 13, 2021

¹² Supplement to the Fourth Report of the Receiver dated September 13, 2021, para. 8

¹³ Email from Real Estate Agent dated August 25, 2021, Appendix J to the Supplement to the Fourth Report of the Receiver dated September 13, 2021

¹⁴ Email exchange concluding September 12, 2021, Appendix L to the Supplement to the Fourth Report of the Receiver dated September 13, 2021

14. Paul's counsel responded suggesting a number of terms that should be included in a consent order, including the Disclosure Request. The receiver then included the Disclosure Request in the proposed draft order.¹⁵

15. Rana, through his counsel, subsequently advised that he had no knowledge of information sought in the Disclosure Request and that it was his wife, the owner of the property, who had this information. Due to marital strife, he was unable to obtain the information sought by the receiver.¹⁶

PART III - STATEMENT OF ISSUES, LAW & AUTHORITIES

16. The issue in this motion is whether the Disclosure Request is outside of the investigatory mandate of the receiver. Rana submits that this is the case.

No personal receiver has been appointed

17. The receiver has a specific investigatory mandate that is set out in Koehnen J.'s June 4, 2021 order. The purpose of the investigation is to ensure that the parties' trucking business is being sold in a manner that maximizes the value of that business.¹⁷ Any steps taken by the receiver/investigator should be reviewed with that context in mind. Where the receiver seeks information that will not advance this objective, the Court can make the finding that it has gone beyond the scope of its mandate.

18. The receiver's mandate does not include an investigation into or a receivership over Rana personally, or into or over his family. While counsel for Paul alleges that Rana is diverting assets

¹⁵ Email exchange concluding September 12, 2021, Appendix L to the Supplement to the Fourth Report of the Receiver dated September 13, 2021

¹⁶ Email exchange concluding September 12, 2021, Appendix L to the Supplement to the Fourth Report of the Receiver dated September 13, 2021

¹⁷ Amended and Restated Order of Koehnen J., dated June 4, 2021 at para. 3, Appendix B to this Responding Factum

that are potentially assets of RGC, they have provided no evidence to support that claim. As noted in the response from Rana's counsel, there is no information that would suggest that RGC's assets improperly flowed into any of the real property mentioned, including the Georgetown Property.¹⁸

19. The Disclosure Request is a backdoor attempt to have a receiver appointed over Rana and/or his family personally. This is outside the scope of the current investigatory mandate. The Court should decline to order it.

20. Paul has not applied to have the investigation extend to Rana personally, or to his family. No formal court application has been made in this respect.

21. The imposition of such an expansive order would require the Court to first establish that extending the order to these individuals is just and convenient, based on all of the available evidence.¹⁹ Specifically, Paul would need to establish a strong *prima facie* case of fraud against Paul outside of the present receivership over the business.²⁰ In granting the June 4, 2021 Order, no such evidence justifying the imposition of an investigatory receiver over Rana or his wife was before Koehnen J.

22. In considering when it is just and convenient to appoint a receiver, the court will consider a number of factors, including:

- (a) Whether irreparable harm will be caused if a receiver is not appointed;

¹⁸ Letter from Rana's Counsel to Paul's Counsel dated August 17, 2021, Appendix F to the Supplement to the Fourth Report of the Receiver dated September 13, 2021

¹⁹ Section 101, *Courts of Justice Act*.

²⁰ *Loblaw Brands Ltd. v. Thornton*, 2009 CarswellOnt 1588, [2009] O.J. No. 1228, 176 A.C.W.S. (3d) 141, 78 C.P.C. (6th) 189 at para 15.

- (b) The risk to the security holder including the size of the debtor's equity in the assets and the need for preservation and protection of the property;
- (c) The nature of the property;
- (d) The balance of convenience for all parties;
- (e) Whether the creditor has a right to appoint a receiver under its loan and security instruments;
- (f) *The extraordinary nature of the relief sought should be granted cautiously and sparingly;*
- (g) The effect of the order on the parties;
- (h) The conduct of the parties;
- (i) The anticipated duration and costs of the receivership; and
- (j) The likelihood of maximizing return to the parties.²¹ (*emphasis added*)

23. This test has not been met. A receiver may be appointed only cautiously and sparingly. In this case, the mortgage on the Georgetown property was obtained prior to any suggestion that Paul or the receiver may object to anything Rana or his wife did personally, outside of his business. Rana and his family's use of personal funds is not the subject of the investigatory mandate, as is made clear by Justice Koehnen's endorsement and order. Nor should it be.

24. The receiver is not the pre-emptive guardian for Paul.

²¹ [Enterprise Cape Breton Corp. v. Crown Jewel Resort Ranch Inc., 2014 NSSC 128 at para. 26](#)

The investigatory mandate only applies to specific non-parties, and Sukhdeep Randhawa is not one of them

25. The scope of KSV's powers as receiver are set out in Koehnen J.'s Order. As a court-appointed receiver, KSV is an officer of the court and must discharge the powers granted to it pursuant to the Order.²²

26. The inclusion of non-parties in the investigation was an issue before Koehnen J. Paul sought to include Motion Transport Ltd. in the investigation. Koehnen J. found that while inspector's powers are not restricted to parties to the litigation, he also commented that the receivership should "go no further than necessary" to achieve its goals, which could be achieved by tailoring the order appropriately.²³

27. In *Akagi*, the Court of Appeal warned, "in all cases the investigative receivership must be carefully tailored to what is required to assist in the recovery of the claimant's judgment while at the same time protecting the defendant's interests, and to go no further than necessary."²⁴ Koehnen J. specifically referred to this crucial element in crafting an investigative receivership, noting that an order may be tailored appropriately so as to "go not further than necessary".²⁵

28. Koehnen J. then proceeded to tailor the order accordingly, specifically limiting KSV's powers over non-parties to a circumscribed group of entities and individuals.

29. This order contemplated that non-parties could be included in the investigation on notice.²⁶

²² Frank Bennett, *Bennett on Receiverships*, 3rd ed (Toronto: Carswell, 2011) at 231.

²³ [Randhawa v. Randhawa, 2021 ONSC 3643, at para. 55](#)

²⁴ [Akagi v. Synergy Group \(2000\) Inc., 2015 ONCA 368, at para. 90](#)

²⁵ [Randhawa v. Randhawa, 2021 ONSC 3643, at para. 55](#)

²⁶ Amended and Restated Order of Koehnen J., dated June 4, 2021, at para. 7

30. The receiver has not produced any evidence that Sukhdeep was personally notified of the June 4, 2021 order or of this Motion, notwithstanding that she is named directly in the Amended Notice of Motion as a person whom the receiver seeks to bind with the Disclosure Request.²⁷ This is necessary in order to comply with the terms of the June 4, 2021 order.

31. Notice to Rana is not notice to Sukhdeep, particularly where Rana has advised that the two are having marital difficulties.

PART IV - ORDER REQUESTED

32. Rana requests that the Disclosure Request be dismissed, with costs.

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 15th day of September, 2021.



Shara N. Roy and Lauren Mills Taylor

²⁷ Amended Notice of Motion, para. (d)(III).

LENCZNER SLAGHT LLP

Barristers
Suite 2600
130 Adelaide Street West
Toronto ON M5H 3P5

Brian Kolenda (60153N)

Tel: (416) 865-2897
Fax: (416) 865-9010
Email: bkolenda@litigate.com

Shara N. Roy (49950H)

Tel: (416) 865-2942
Fax: (416) 865-9010
Email: sroy@litigate.com

Lauren Mills Taylor (76013F)

Tel: (416) 238-1975
Fax: (416) 865-9010
Email: lmillstaylor@litigate.com

Lawyers for the Respondents

SCHEDULE “A”

LIST OF AUTHORITIES

1. *Randhawa v. Randhawa*, 2021 ONSC 3643
2. *Loblaw Brands Ltd. v. Thornton*, 2009 CarswellOnt 1588, [2009] O.J. No. 1228
3. *Enterprise Cape Breton Corp. v. Crown Jewel Resort Ranch Inc.*, 2014 NSSC 128
4. *Akagi v. Synergy Group (2000) Inc.*, 2015 ONCA 268
5. Frank Bennett, *Bennett on Receiverships*, 3rd ed (Toronto: Carswell, 2011)

Appendix A

Appendix A: Order of Arbitrator dated July 3, 2020

IN THE MATTER OF AN ARBITRATION under the *Arbitration Act 1991*, SO 1991, C 1:

B E T W E E N :

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

(Appointing Inspector)

THIS MOTION, without notice, for an Order appointing an inspector pursuant to the *Ontario Business Corporations Act* (Ontario) RSO 1990, c B.16 (the "**OBCA**") and the *Arbitration Act*, SO 1991, c 17 (the "**Arbitration Act**") and certain injunctive relief to facilitate the requested investigation was heard before me, by teleconference, as Arbitrator pursuant to the arbitration clause set out in the Minutes of Settlement dated October 1, 2018 (the "**Minutes**") between Swinderpal Singh Randhawa ("**Paul**") and Rana Partap Singh Randhawa ("**Rana**");

ON READING the affidavits sworn by Paul and Don Colbourn and the exhibits thereto (the "**Motion Record**"), and on hearing the submissions of counsel for Paul;

1. **I HEREBY DECLARE THAT** this motion is properly brought before me without notice pursuant to section 161 of the OBCA, and section 18(1) of the Arbitration Act;
2. **I HEREBY DECLARE THAT** the criteria for the appointment of an Inspector pursuant to sections 161-163 of the OBCA have been met and the appointment of an Inspector is appropriate under the circumstances;
3. **I HEREBY DECLARE THAT** the scope of the investigation requested to be made by the Inspector and the appointment and powers of the Inspector are to be determined by return motion before me or the Superior Court of Justice (Commercial List) if the inspection could


potentially impact the rights of entities who are not parties to the arbitration clause contained in the Minutes and are therefore outside my jurisdiction as Arbitrator.

4. **IT IS HEREBY ORDERED THAT** Rana is forthwith restrained from, directly or indirectly, removing or making any changes to the books, records, and business and affairs of the Respondent entities (collectively, "**RGC Group**") and Motion Transport Ltd. ("**Motion**") and from entering any premises owned or controlled by Motion, including the premises located at 1453 Cornwall Rd. in Oakville, Ontario, until such time as is determined by the Superior Court of Justice or further order from me.

5. **IT IS HEREBY ORDERED THAT** the costs associated with my Award dated July 3, 2020, and this Order, including the costs of the Inspector, shall be determined following the completion of the inspection contemplated herein.

6. **IT IS HEREBY ORDERED THAT** Paul shall serve a copy of my Award dated July 3, 2020, this Order, and the Motion Record on Rana within 3 business days from the date of this Order.

July 3, 2020



Larry Banack, Arbitrator

Appendix B

**Appendix B: Amended and Restated Order of Justice Koehnen
dated June 4, 2021**

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

THE HONOURABLE MISTER) FRIDAY, THE 4th
)
JUSTICE KOEHNEN) DAY OF JUNE, 2021
)

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
(re: Motion Transport Ltd.)**

THIS MOTION made by KSV Restructuring Inc. ("**KSV**"), in its capacity as receiver and manager (in such capacities, the "**Receiver**") without security, of all of the assets, undertakings and properties of Respondent corporate entities (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 Receiver's Supplemental Motion Record dated May 31, 2021 (the "**Receiver's Supplemental Motion Record**"), including the Supplement to the First Report of the Receiver dated May 31, 2021, and the Affidavit of Service of Benjamin

Goodis sworn June 1, 2021, and on hearing the submissions of counsel for KSV and counsel for Motion Transport Ltd. ("**Motion**"):

SERVICE

1. THIS COURT ORDERS that the time for service of the Receiver's Supplemental Motion Record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

PRODUCTION AND DISCLOSURE

2. THIS COURT ORDERS that by no later than 9:00 a.m. (Toronto time) on June 7, 2021, Motion disclose to the Receiver the location of any and all electronic records, including any servers, computers or other devices where electronic records may be stored (the "**Electronic Records**") and assist the Receiver to access, locate, decode and decrypt any and all Electronic Records and any information contained therein.

3. THIS COURT ORDERS that by no later than 9:00 a.m. (Toronto time) on June 7, 2021, Motion deliver all hard copy documents to the Receiver.

EXAMINATIONS UNDER OATH

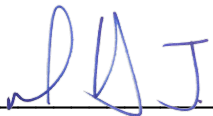
4. THIS COURT ORDERS that Baldev Dhindsa, and any current or former directors, officers, employees, and contractors of Motion, and any other persons that the Receiver reasonably believes may have knowledge of Motion's affairs, attend at an examination under oath before an Official Examiner in Toronto, on a date to be agreed upon or selected by the Receiver, with a minimum of 10 days notice, notice to include a copy of this Order, and answer questions propounded to them by counsel for the Receiver and provide testimony with respect to the matters set out in this Order and the Order (Appointing Receiver) dated May 26, 2021, as amended and restated from time to time (the "**Receivership Order**"), including any matters that the Receiver reasonably believes will assist the Receiver in carrying out the Investigation Mandate described within the Receivership Order.

GENERAL

5. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

6. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States 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 or to assist the Receiver and its agents in carrying out the terms of this Order.

7. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.



SWINDERPAL SINGH RANDHAWA
Applicant

RANA PARTAP SINGH RANDHAWA, et al.
Respondents

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

and

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

Proceeding commenced at Toronto

ORDER
(RE: MOTION TRANSPORT LTD.)

CASSELS BROCK & BLACKWELL LLP
Scotia Plaza, Suite 2100
40 King Street West
Toronto, Ontario M5H 3C2

Natalie E. Levine LSO #: 64908K
Tel: 416.860.6568
Fax: 416.640.3207
nlevine@cassels.com

Ben Goodis LSO #: 70303H
Tel: 416.869.5312
Fax: 416.640.3199
Email: bgoodis@cassels.com

Lawyers for KSV Restructuring Inc. in its capacity as
Receiver

SWINDERPAL SINGH RANDHAWA
Applicant

-and- RANA PARTAP SINGH RANDHAWA et al
Respondents

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

RESPONDING PARTIES' FACTUM

LENCZNER SLAGHT LLP

Barristers
Suite 2600
130 Adelaide Street West
Toronto ON M5H 3P5

Brian Kolenda (60153N)

Tel: (416) 865-2897
Email: bkolenda@litigate.com

Shara N. Roy (49950H)

Tel: (416) 865-2942
Email: sroy@litigate.com

Lauren Mills Taylor (76013F)

Tel: (416) 238-1975
Email: lmillstaylor@litigate.com

Lawyers for the Respondents