



**SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

COUNSEL SLIP / ENDORSEMENT

COURT FILE NO.: CV-25-00752424-00CL **DATE:** April 20, 2026

REGISTRAR: ASHAAD KAZIM

NO. ON LIST: 2

**TITLE OF PROCEEDING: COSMAN MORTGAGE HOLDING
CORP. v. 1000066871 ONTARIO INC.**

BEFORE: JUSTICE FL MYERS

PARTICIPANT INFORMATION

For Plaintiff, Applicant / Moving Party:

Name of Person Appearing	Name of Party	Contact Info
Oren Haim Chaimovitch	Cosman Mortgage Holding Corp.	oren.chaimovitch@devrylaw.ca

For Defendant, Respondent, Responding Party, Defence:

Name of Person Appearing	Name of Party	Contact Info
Granville Cadogan	1000066871 Ontario Inc. and Imran Ahmed	gcadogan@gncclaw.ca

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Chris Reed	Pollard and Associates, the Receiver,	creed@laishleyreed.com

ENDORSEMENT OF JUSTICE FL MYERS:

1. By order dated December 10, 2025, the court appointed Pollard & Associates Inc. as receiver of the property, assets and undertaking of 1000066871 Ontario Inc. The order makes express note that the property at 6405 Hurontario Street, Mississauga, falls within the ambit of the receivership.
2. Paragraph 3 of the court's order provides that the Receiver is to take possession of and to exercise control over the property of the numbered company debtor. That includes the Hurontario Street property.
3. The concluding words of para. 3 make clear that the Receiver's powers are exclusive to it and are not to be interfered with by anyone else purporting to exercise those powers.
4. Paragraph 5 of the receivership order provides:
 5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities **relating** thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver

due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

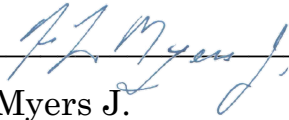
5. The word “Persons” is defined very broadly in paragraph 4 of the order. It includes everyone with notice of the order.
6. To make it more readable, the following are the operative words of paragraph 5 for the purposes of today’s case conference:

...all Persons shall forthwith advise the Receiver of the existence of any...records... of any kind related to the business or affairs of the Debtor...in that Person's possession or control and shall provide to the Receiver...copies thereof...

7. That is, on learning of the order, everyone must provide copies of all records in their possession or control related to the business of 1000066871 Ontario Inc.
8. Paragraph 5 by its terms applies to all Persons. It is not limited just to the debtor or to Mr. Ahmed. Moreover, there is ample case law that the words “related to” are words of the broadest import.
9. At least part of the business of 1000066871 Ontario Inc. is the development and sale of its Hurontario Street land as commercial space. Mr. Ahmed advised this morning that 1000066871 Ontario Inc. has entered into a development agreement with GMBC Group Inc. under which GMBC is developing the property for 1000066871 Ontario Inc.
10. I order Mr. Ahmed to provide a copy of the development agreement to the Receiver’s counsel today by email with a copy to be sent to my attention in care of the court by email to the Commercial List Office.
11. Mr. Ahmed also advised today that a real estate brokerage called Save Max Real Estate, represented by Roman Dua, had been marketing units to the proposed development under a listing agreement that expired at the end of 2025. He says that Save Max stopped carrying on business in February, 2026.

12. The Receiver has not been provided with the names of unit buyers, the details of their purchases, nor the details of any deposits they may have provided to Mr. Sukhvir Singh on behalf of the development. The Receiver has requested all such information, and more, from Mr. Ahmed and Mr. Singh previously.
13. Worse still, the Receiver understands, from inquiries it has received, that efforts may be ongoing to continue selling units and taking deposits by or on behalf of the developer and the debtor while the project is in receivership. The vendors and their agent may have been telling purchasers that they intend to redeem the Applicant's mortgage shortly.
14. If the debtor or a developer purportedly under the auspices of an agreement with the debtor has been purporting to sell the debtor's property to members of the public while the debtor and its property are subject to the receivership order would be a matter of great concern. This would appear to violate the receivership order and possibly other laws.
15. Moreover, while the goal to redeem the applicant's security is certainly a laudable one, the debtor has had literally years to do so and made repeated promises to do so. But it has not been able to do so. The debtor instead has run up interest, costs, tax and other arrears, and now it faces receivership costs and the costs of the applicant's counsel and the Receiver's counsel before it can redeem. There may well be other creditors with claims that need to be dealt with before a total release of a receivership is considered.
16. The Receiver asks for authority to examine under oath Mr. Ahmed and Mr. Singh. The latter will be subject to privilege of course. Any questions objected to for privilege need particulars of what it is that is said to be privileged precisely. Moreover, to the extent that Mr. Singh is allowing or has allowed the developer and/or the debtor to use his trust accounts to hold deposits from prospective buyers, details of the funds received and held, including the terms of any underlying agreements of purchase and sale and escrow agreements, and the contact details of the purchasers cannot possibly be privileged.

17. Details of the partial releases of deposits funds from trust disclosed today by Mr. Ahmed are also to be particularized and supported by documentation by Mr. Singh.
18. The debtor and Mr. Ahmed consent to the order sought. Mr. Ahmed says he has been subjected to death threats and acts of violence in connection with some activity. I know no details. But an examination under oath by Zoom is a good process to assist Mr. Ahmed remain in place if that is his goal.
19. Mr. Singh was advised of today's hearing and provided with the Aide Memoire that details the relief sought as I directed previously. He did not deliver material or attend or send a representative from LawPro.
20. In accordance with my prior endorsement, this is a good time to utilize the authority in Rule 50.13 (6). The order requiring Mr. Ahmed and Mr. Singh to provide information has already been made in para. 5 of the receivership order. Today's order is a more specific application to bring home to them that the receivership order applies to them no matter what tortured interpretation they chose to assert to date.
21. If there is any continued reluctance to comply with the receivership order and the order being made today, the next step will be enforcement proceedings.
- 22. Everyone should understand that this court will enforce its orders.**
23. Costs of today are reserved to the judge who deals with any enforcement of para. 5 of the receivership order or the order made today - failing which costs are reserved to the judge who finally disposes of the proceeding.
24. Mr. Reed is invited to deliver a revised order, if necessary, through the Commercial List Office.


FL Myers J.

Justice FL
Myers

Digitally signed by Justice FL
Myers
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