

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

**JAGDEEP SANGHA TRANSPORT INC.**

Plaintiff

and

**DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION**

Defendant

AND B E T W E E N:

**DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION**

Plaintiff by Counterclaim

and

**JAGDEEP SANGHA TRANSPORT INC. and LAKHVIR SANGHA**

Defendants by Counterclaim

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**FACTUM OF DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION  
RE: APPOINTMENT OF RECEIVER**

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**Lawyers for Daimler Truck Financial  
Services Canada Corporation**

## PART I – OVERVIEW

1. Daimler Truck Financial Services Canada Corporation (“**Daimler**”) is seeking the appointment of Deloitte Restructuring Inc. as receiver (the “**Receiver**”) without security, over the property (the “**Property**”) of Jagdeep Sangha Transport Inc. (the “**Debtor**”) subject to the security interest granted to Daimler by the Debtor under certain Conditional Sale Contracts (as defined below) and all proceeds thereof, including but not limited to nineteen (19) commercial motor vehicles (the “**Outstanding Vehicles**”).
2. Daimler’s request for the Receiver’s appointment is made pursuant to section 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”)<sup>1</sup> and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c.C.43, as amended (the “**CJA**”).<sup>2</sup>
3. Taking into consideration all relevant circumstances and factors in the instant case, Daimler’s position is that the Receiver’s appointment is not only just and convenient but urgently necessary to locate and preserve the collateral subject to its security interest for the purposes of realization. As detailed below, in light of the Debtor’s actions to obstruct Daimler in its efforts to recover the Outstanding Vehicles, it is imperative that the Receiver be appointed and have conferred upon it the powers necessary to locate and preserve the Property subject to Daimler’s security interest.

## PART II - FACTS

4. The facts set out herein represent a brief summary of those pertinent to Daimler’s motion for the Receiver’s appointment. The relevant facts in connection with Daimler’s motion are more fully set out in the Affidavit of Mohammad Abu-Qube sworn September 15, 2025.
5. The Debtor is a transportation company and operates commercial trucks throughout

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<sup>1</sup> *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, s. 243(1) (“**BIA**”).

<sup>2</sup> *Courts of Justice Act*, R.S.O. 1990, c.C.43, as amended, s. 101(1).

Canada and North America.<sup>3</sup>

6. Daimler financed the Debtor's acquisition of a total of thirty-nine (39) commercial trucks and trailers (collectively with the Outstanding Vehicles, the "**Vehicles**") pursuant to certain condition sale contracts entered into between August 24, 2021 and July 9, 2024 (the "**Conditional Sale Contracts**").<sup>4</sup>
7. It was an express term of each Conditional Sale Contract that the interest of the "Seller" thereunder could be assigned to Daimler. Included in each Conditional Sale Contract was an assignment executed by the Seller and the Debtor pursuant to which the Conditional Sale Contracts were assigned to Daimler.<sup>5</sup>
8. Pursuant to the Conditional Sale Contracts, Daimler retained title to and ownership of the Vehicles and obtained a security interest in the Vehicles and all proceeds thereof, to secure payment of all amounts owing under the Conditional Sale Contracts as well as the enforcement of Daimler's rights under the Conditional Sale Contracts and all other amounts that may become owing to Daimler thereunder.<sup>6</sup>
9. The Conditional Sale Contracts were governed by Manitoba law as the Debtor's principal place of business was at all material times in Manitoba and the Vehicles were located in Manitoba. As such, Daimler perfected its security interest in the Vehicles by way of registrations under the *Personal Property Security Act* (Manitoba).<sup>7</sup>
10. In or around the spring of 2024, the Debtor failed to make the monthly payments required under the Conditional Sale Contracts when due leading to the significant accrual of arrears. In addition, the Debtor failed to provide Daimler with confirmation that the Vehicles were insured. Both the failure to make the monthly payments and to provide the confirmation of insurance constituted breaches of the Conditional Sale Contracts.<sup>8</sup>

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<sup>3</sup> Affidavit of Mohammad Abu-Qube sworn September 15, 2025 at para. 16 (the "**Abu-Qube Affidavit**").

<sup>4</sup> Abu-Qube Affidavit, at para.

<sup>5</sup> Abu-Qube Affidavit, at paras. 7, 17-18.

<sup>6</sup> Abu-Qube Affidavit, at paras. 19-20.

<sup>7</sup> Abu-Qube Affidavit, at paras. 9 and 26.

<sup>8</sup> Abu-Qube Affidavit, at para. 29.

11. Notwithstanding Daimler's efforts to work with the Debtor in curing the aforementioned defaults, the Debtor failed to do so. Further in that regard, the Debtor failed to cure the arrears despite repeatedly promising to Daimler that it would do so and purporting to make several payments to Daimler, only to have those alleged payments returned as "Payment Stopped" or "Funds not Cleared".<sup>9</sup>
12. Commencing February 13, 2025 until June 12, 2025, Daimler issued a series of demands seeking repayment of the arrears owed by the Debtor under the Conditional Sale Contracts (the "**Demands**"). In addition to the Demands, Daimler also issued Notices of Intention to Enforce Security in accordance with section 244 of the BIA (the "**BIA Notices**").<sup>10</sup>
13. As a result of the Debtor's continuing defaults under the Conditional Sale Contracts, all amounts owing thereunder became immediately due and payable. Furthermore, as set out in each of the Demands, Daimler advised the Debtor that if payment or arrangements were not made, Daimler would institute measures to repossess the Vehicles and commence legal proceedings against the Debtor.<sup>11</sup>
14. A further demand was sent to the Debtor by Daimler's legal counsel, Dentons Canada LLP, on August 22, 2025 which referenced the Demand and BIA Notices and stated that the Debtor was and remained in default under each of the Conditional Sale Contracts on account of its failure to make the monthly payments set out therein.<sup>12</sup>
15. Despite the issuance of the Demands and the BIA Notices, the Debtor failed to cure the arrears or repay its obligations owing to Daimler under the Conditional Sale Contracts. However, in addition to failing to repay its obligations to Daimler, the Debtor has also taken actions and engaged in an intentional pattern of behaviour meant to obstruct Daimler's efforts<sup>13</sup>
16. On May 6, 2025, the Debtor advised Daimler that it intended to voluntarily

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<sup>9</sup> Abu-Qube Affidavit, at para. 30.

<sup>10</sup> Abu-Qube Affidavit, at paras. 11 and 38-39.

<sup>11</sup> Abu-Qube Affidavit, at paras. 41-42.

<sup>12</sup> Abu-Qube Affidavit, at para. 43.

<sup>13</sup> Abu-Qube Affidavit, at para. 44.

surrender fourteen of the Vehicles, however, the following day, the Debtor reneged on that commitment. As a result, Daimler was required to engage bailiffs for the purposes of locating and repossessing the Vehicles.<sup>14</sup>

17. Daimler's bailiff was able to locate and take possession of nineteen (19) of the Vehicles, however, two of the Vehicles were found to have sustained such substantial damage that they were deemed a total loss. One of the Vehicles had sustained such substantial damage that transporting it was deemed too expensive and, as a result, it remained in the Debtor's possession. Daimler subsequently came to learn that the Debtor had submitted two loss claims to Manitoba Public Insurance ("MPI") in respect of the two damaged Vehicles and that the Debtor had been paid the proceeds of those claims by MPI but had not accounted for those funds to Daimler despite Daimler's right under the Conditional Sale Contracts to the proceeds of the Vehicles and the Debtor's obligation to provide a loss payable endorsement to Daimler.<sup>15</sup>
18. The Debtor has engaged in the practice of stripping the identifying information from the Outstanding Vehicles in order to conceal their identity.<sup>16</sup>
19. In addition, Daimler was contacted via telephone and text message purportedly on behalf of representatives of the Royal Canadian Mounted Police ("RCMP") requesting that Daimler call the RCMP. After conducting its own investigation into the matter, Daimler confirmed that the text was not sent by the RCMP and was advised by its bailiff that the Debtor's sole officer and director, Lakhvir Sangha, denied making the call himself but claimed that the individual responsible for doing so worked at a commercial motor vehicle dealership with whom the Debtor did business.<sup>17</sup>
20. Daimler was also provided with what Mr. Sangha described as a recording between an employee of the Debtor and a representative of the Debtor's financial institution, Toronto-Dominion Bank ("TD"). The alleged TD representative did not identify

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<sup>14</sup> Abu-Qube Affidavit, at paras. 50-51.

<sup>15</sup> Abu-Qube Affidavit, at paras. 12 and 52.

<sup>16</sup> Abu-Qube Affidavit, at para. 53.

<sup>17</sup> Abu-Qube Affidavit, at para. 54.

themselves in the recording but when asked by the Debtor's representative if purported payments to Daimler had left the Debtor's TD account, the alleged TD representative confirmed that they had. However, the purported payments were not received by Daimler.<sup>18</sup>

21. Daimler was advised by an individual claiming to be a former employee of the Debtor that the Debtor was in the process of relocating or attempting to relocate certain of the Vehicles from Manitoba to Ontario without Daimler's consent or authorization, in violation of the terms and provisions of the Conditional Sale Contracts.<sup>19</sup>
22. As a result, Daimler registered its security interest against certain of the Vehicles, including the Outstanding Vehicles, under the *Personal Property Security Act* (Ontario).<sup>20</sup>
23. Daimler was informed by its bailiff that the Outstanding Vehicles were located at a storage yard at the property municipally known as 2870 Bovaird Drive, Brampton, Ontario, which property is owned by 1000599184 Ontario Inc. ("**1000 Ontario**"). The bailiff attempted to access the Bovaird Drive property for the purposes of inspecting and taking possession of the Outstanding Vehicles but was denied access.<sup>21</sup>
24. The Debtor and 1000 Ontario do not appear to be related, however, 1000 Ontario nevertheless refused access to the yard to allow the bailiff to inspect and take possession of the Outstanding Vehicles.<sup>22</sup>
25. As of August 20, 2025, Daimler had been advised by the bailiff that there were approximately 100 vehicles in the Bovaird Drive yard. On August 27, 2025, Daimler was advised by the bailiff that The Fuller Landau Group Inc. ("**FLG**") had been appointed as receiver over the property of 1000 Ontario, including the

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<sup>18</sup> Abu-Qube Affidavit, at para. 49.

<sup>19</sup> Abu-Qube Affidavit, at para. 56.

<sup>20</sup> Abu-Qube Affidavit, at para. 26.

<sup>21</sup> Abu-Qube Affidavit, at para. 57.

<sup>22</sup> Abu-Qube Affidavit, at para. 58.

property located on Bovaird Drive.<sup>23</sup>

26. On August 27, 2025, FLG advised Daimler's legal counsel that Daimler's bailiff could attend at the Bovaird Drive property to determine if the Outstanding Vehicles remained on the property. However, upon arriving at the property it was readily apparent to the bailiff that the vast majority of the vehicles that had previously been located there had been moved and that the Outstanding Vehicles were not included amongst those that remained on the property.<sup>24</sup>
27. The Debtor also commenced an action by issuing a Statement of Claim on July 15, 2025 naming Daimler as the defendant and alleging that Daimler's efforts towards repossessing the Vehicles had been unlawful and taken without any notice or justification. Daimler filed a Statement of Defence and its own Counterclaim against the Debtor, as well as Mr. Sangha.<sup>25</sup>
28. Neither Daimler nor the bailiff are aware of the location of the Outstanding Vehicles.<sup>26</sup>
29. As at September 5, 2025, the Debtor's indebtedness to Daimler was \$3,172,044.94, excluding costs, fees and expenses, and the Debtor has been in default of its obligations under the Conditional Sale Contracts for over nine (9) months.<sup>27</sup>

### **PART III – ISSUE**

30. Should the Court make an Order pursuant to subsection 243(1) of the BIA and section 101 of the CJA appointing Deloitte as the Receiver over the Property of the Debtor subject to Daimler's security interest, including but not limited to the Outstanding Vehicles?

### **PART IV – LAW AND ARGUMENT**

31. The test for the appointment of a receiver under section 243 of the BIA and section

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<sup>23</sup> Abu-Qube Affidavit, at paras. 57 and 59.

<sup>24</sup> Abu-Qube Affidavit, at paras. 60-61.

<sup>25</sup> Abu-Qube Affidavit, at paras. 62-64.

<sup>26</sup> Abu-Qube Affidavit, at para. 61.

<sup>27</sup> Abu-Qube Affidavit, at para. 63.

101 of the CJA is well established – in order to appoint a receiver, the Court must be satisfied that it is just or convenient to do so.<sup>28</sup>

32. The Court must have regard to all of the circumstances, including the nature of the property and business at issue as well as the rights and interests of all parties in relation to it.<sup>29</sup>
33. Courts have historically taken into consideration a lengthy list of factors in determining whether or not it is appropriate to appoint a receiver. Those factors include:
  - (a) whether irreparable harm might be caused if no order is made, although it is not essential for a creditor to establish irreparable harm if a receiver is not appointed where the appointment is authorized by the security documentation;
  - (b) the risk to the security holder taking into consideration the size of the debtor's equity in the assets and the need for protection or safeguarding of assets while litigation takes place;
  - (c) the nature of the property;
  - (d) the apprehended or actual waste of the debtor's assets;
  - (e) the preservation and protection of the property pending judicial resolution;
  - (f) the balance of convenience to the parties;
  - (g) the fact that the creditor has a right to appointment under the loan documentation;
  - (h) the enforcement of rights under a security instrument where the security-holder encounters or expects to encounter difficulties with the debtor;
  - (i) the principle that the appointment of a receiver should be granted cautiously;

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<sup>28</sup> [\*2607087 Ontario Limited v. 2654993 Ontario Ltd., et al.\*](#), 2024 ONSC 4594 (Ont.S.C.J.) at para. 8 (“*2607087 Ontario Limited*”).

<sup>29</sup> [\*2607087 Ontario Limited\*](#), at para. 9.



- (j) the consideration of whether a court appointment is necessary to enable the receiver to carry out its duties efficiently;
  - (k) the effect of the order upon the parties;
  - (l) the conduct of the parties;
  - (m) the length of time that a receiver may be in place;
  - (n) the cost to the parties;
  - (o) the likelihood of maximizing return to the parties; and
  - (p) the goal of facilitating the duties of the receiver.<sup>30</sup>
34. Additional factors to be considered by the Court in determining whether it is just or convenient to appoint a receiver include: (i) the existence of a debt and a default; (ii) the quality of the security in issue; (iii) the need for the appointment of a receiver in view of alternate remedies available to the creditor; (iv) the likelihood of maximizing the return to the parties; (v) the risk to the security holder; and (vi) the need to preserve property pending realization, among others.<sup>31</sup>
35. A receiver will be appointed where there is a serious apprehension about the safety of a debtor's assets.<sup>32</sup> Although bad faith, dishonest conduct and other improprieties by the debtor militate in favour of the receiver's appointment evidence of such conduct is not required to seek the appointment of a receiver nor is it required that the party seeking the receiver's appointment establish that they will suffer irreparable harm if a receiver is not appointed.<sup>33</sup>
36. Although lengthy, the aforementioned list of factors is not exhaustive and should not be treated by the Court as a checklist. Instead, it is "a collection of considerations to be viewed holistically in an assessment as to whether, in all the

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<sup>30</sup> [2607087 Ontario Limited](#), at para. 11.

<sup>31</sup> [2806401 Ontario Inc. o.a. Allied Track Services Inc.](#), 2022 ONSC 5509 (Ont.S.C.J.) at para. 13.

<sup>32</sup> [Callidus v. Carcap](#), 2012 ONSC 163 (Ont. S.C.J.) at para. 43 ("[Callidus](#)").

<sup>33</sup> [BCIMC Construction Fund Corporation et al v. The Clover on Yonge Inc.](#), 2020 ONSC 1985 (Ont S.C.J.) at para. 49. See also [Callidus](#) at para. 52; [GE Commercial Distribution Finance Canada v. Sandy Cove Marine Company Limited](#), 2011 ONSC 3851 (Ont. S.C.J.) at paras. 22-23.

circumstances, the appointment of a receiver is just or convenient”.<sup>34</sup>

37. When the above-noted factors are applied to the instant case as set out below, Daimler submits that not only has it met the burden of satisfying the Court that it is just or convenient to appoint the Receiver, but that the Receiver’s appointment is urgently needed:

- (a) Daimler is a secured creditor of the Debtor that is owed approximately \$3,200,000 as at September 5, 2025;
- (b) as evidenced by the Debtor’s relocation of the Vehicles from Manitoba to Ontario and the further relocation of the Outstanding Vehicles from the Bovaird Drive property to an unknown location, the nature of the Property over which the Receiver would be appointed is mobile such that it can be moved by the Debtor with little effort and hidden from Daimler and its bailiffs;
- (c) the Outstanding Vehicles represent the archetypal “wasting asset” as Daimler has been advised by its bailiffs that the Debtor has engaged in the practice of stripping the identifying information from the Outstanding Vehicles in order to conceal their identity and prevent them from being repossessed. Furthermore, there is evidence to support that the Debtor has commenced dismantling the Outstanding Vehicles to sell them for parts which would completely erode the value of Daimler’s security;<sup>35</sup>
- (d) further to the preceding point, the Debtor’s conduct militates heavily in favour of the Receiver’s appointment. The Debtor has engaged in a persistent pattern of obstructive behaviour meant to stymie Daimler’s efforts to repossess first the Vehicles and now the Outstanding Vehicles. After initially advising that it would voluntarily surrender a number of the Vehicles, the Debtor soon reneged, forcing Daimler to retain bailiffs to repossess the Vehicles. Without Daimler’s consent and in breach of the

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<sup>34</sup> [2607087 Ontario Limited](#), at para. 12.

<sup>35</sup> Abu-Qube Affidavit, at para. 67.

Conditional Sale Contracts, the Debtor relocated the vehicles from Manitoba to Ontario in an effort to obstruct Daimler's repossession efforts. The incidents involving the RCMP and TD are further evidence of the lengths to which the Debtor has gone to prevent Daimler from enforcing its security interest. Finally, the Debtor has now commenced a frivolous claim before the Court, claiming that it is not indebted to Daimler under the Conditional Sale Contracts and alleging that the repossession of the Vehicles is unlawful and was taken without any notice. The allegations in the Debtor's claim are patently false based on the evidence before the Court;

- (e) the appointment of the Receiver by the Court is necessary and would facilitate the Receiver's duties as an Order requiring, among other things, that parties cooperate with the Receiver and to deliver any of the Debtor's Property subject to Daimler's security interest to the Receiver, is likely to prove far more effective than the efforts of Daimler and its bailiffs to locate and repossess the Outstanding Vehicles as parties who breach the terms of the Order may be brought before the Court and found in contempt. Furthermore, in the instant case, the Order sought by Daimler confers the same investigative powers and authority under the BIA that are conferred upon a trustee in bankruptcy, meaning that the Receiver will have the authority to examine any parties that it believes may have information pertinent to the Debtor's Property, including the Outstanding Vehicles and their location; and
- (f) there are no alternate remedies available to Daimler that will effectively protect its security interest and preserve the collateral subject thereto. It is imperative that the Receiver be appointed as Daimler's own enforcement efforts have been consistently obstructed by the Debtor.

38. The caselaw on the appointment of receivers demonstrates that a receiver's appointment must be shown to be necessary and that a receivership is not a tool of first resort but a measure of last resort when less invasive measures are unavailable, exhausted or have proven ineffective. Taking into consideration the collection of

considerations that factor into whether the appointment of a receiver is just or convenient, the record before the Court in the instant case demonstrates that the Receiver's appointment is truly a measure of last resort.

39. The Debtor has been in default of its obligations under the Conditional Sale Contracts for over nine (9) months which, in and of itself, would justify the Receiver's appointment. However, in the instant case, the Debtor has engaged in a pattern of behaviour the sole purpose of which has been to frustrate and obstruct Daimler's enforcement efforts.
40. The terms of the proposed Order appointing the Receiver and included at Tab 3 of Daimler's Motion Record are substantially the same as the terms of the Ontario Superior Court of Justice (Commercial List) model receivership Order.
41. In addition to the customary provisions authorizing the Receiver to sell all or any part of the Property, the proposed Order also authorizes the Receiver to enter into an agreement with Ritchie Bros. Auctioneers (Canada) Ltd., or such other auctioneer as may be approved by Daimler, for the sale of the Outstanding Vehicles at public auction. The Order also contemplates that upon completion of such a sale, all of the Debtor's right, title and interest in and to the assets sold will vest in the purchaser free and clear of, *inter alia*, all security interests, liens, claims or charges.
42. The inclusion of the aforementioned provision provides the Receiver with the flexibility to sell the Outstanding Vehicles at public auction which can expedite the Receiver's realization efforts while simultaneously reducing costs, including those that would be incurred on account of potentially multiple future Court attendances.
43. Finally, section 243(6) of the BIA provides that the Court may make any Order respecting the payment of fees and disbursements of the receiver that it considers proper.<sup>36</sup> The terms of the proposed Order contemplate a Receiver's Charge over the Property to ensure that the Receiver and its counsel are able to recover any fees and disbursements owed to them. Daimler is agreeable to the Receiver's Charge being granted and all secured creditors have been given notice of Daimler's motion

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<sup>36</sup> [BIA](#), s. 243(6).

and have been provided with an opportunity to make representations to the Court.

**PART V – ORDER REQUESTED**

44. For the reasons set out above, Daimler respectfully submits that the appointment of the Receiver is just and convenient in the circumstances and necessary for the preservation of the Property subject to Daimler's security interest.
45. Daimler requests that this Court issue an order, substantially in the form attached at Tab 3 of Daimler's Motion Record, appointing the Receiver.

**ALL OF WHICH IS RESPECTFULLY SUBMITTED** this 18<sup>th</sup> day of September, 2025.

*Danny M. Nunes*

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**Lawyers for Daimler Truck Financial  
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**SCHEDULE “A”**

**LIST OF AUTHORITIES**

1. [2607087 Ontario Limited v. 2654993 Ontario Ltd., et al](#), 2024 ONSC 4594 (Ont.S.C.J.).
2. [2806401 Ontario Inc. o.a. Allied Track Services Inc.](#), 2022 ONSC 5509 (Ont.S.C.J.).
3. [Callidus v. Carcap](#), 2012 ONSC 163 (Ont. S.C.J.).
4. [BCIMC Construction Fund Corporation et al v. The Clover on Yonge Inc.](#), 2020 ONSC 1985 (Ont S.C.J.)
5. [GE Commercial Distribution Finance Canada v. Sandy Cove Marine Company Limited](#), 2011 ONSC 3851 (Ont. S.C.J.).

I certify that I am satisfied as to the authenticity of every authority.

September 18, 2025

*Danny M. Nunes*

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## **SCHEDULE “B”**

### ***Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended***

#### **243(1) Court may appoint receiver**

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.

#### **243(6) Orders respecting fees and disbursements**

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 of any and 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.

### ***Courts of Justice Act, R.S.O. 1990, c.C.43, as amended, s. 101(1).***

#### **Injunctions and Receivers**

**101** (1) In the Superior Court of Justice, an interlocutory injunction 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.

**JAGDEEP SANGHA TRANSPORT INC.**

-and-

**DAIMLER TRUCK FINANCIAL SERVICES CANADA  
CORPORATION**

Plaintiff / Defendant by Counterclaim

Defendant / Plaintiff by Counterclaim

***ONTARIO***  
**SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT BRAMPTON

**FACTUM**

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