

T.S. PUBLISHING GROUP INC.
Plaintiff

TARWINDER SHOKAR et al.
Defendants

August 19, 2014

I file the decision of Justice Quinn in Sunn
v. Berke-Development Co., (2013) O.J. No. 3825
("Sunn") as the law of damages to Nader
Graham in Rel. - Anderson (2005) at no 4196 ("Berke")
as a fact that the failure of the defendant
Tarwinder Shokar ("Tarn") to explain the delay
is fatal to the action for security for costs.

The statement of claim was made ~~at~~ 4 years
ago in August 2010. As of August 2010 law in his
jurisdiction for his action) Tarwinder Shokar
burden was not being published. Further, Tarwinder
the defendant in his ^{by the defendant's own actions} search for costs notices
in what he set out in the evidence I assessed
reason to believe that the plaintiff had
infringed copyright law & costs award, Tarwinder
at the time of the search for costs notices and
at all times was aware of the hearing and

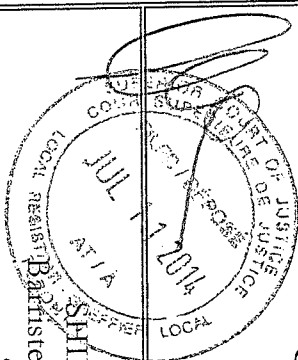
Court File No.: CV-10-408182

ONTARIO

SUPERIOR COURT OF JUSTICE

Proceedings Commenced at TORONTO

MOTION RECORD
(Order for Plaintiff to Post Security for
Costs)



SHILLERS LLP
Barristers and Solicitors
Suite 402
197 Spadina Avenue
Toronto ON M5T 2C8

Phone: (416) 363-1112
Fax: (416) 363-5557

Gil Fischer (516696G)

Agents for the defendant, Tarwinder Shokar

results, also in April 2013.

was ordered by May 2013 that the plaintiff failed to pay
costs over to his father and that by June 2013 the
plaintiff had not put the security required.

Further, after the plaintiff had refused to pay the costs, the court granted a stay for dismissal against him
as a result of the failure to put security for costs
against his father. The request was not successful,
so the court granted a stay for dismissal against him
and a letter for costs against him and a letter for costs against
the defendant counsel.

In this context, there is no reasonable expectation
for the defendant until two months prior to trial
to seek security for costs, particularly as the action was
dismissed throughout.

The defendant filed no affidavit or evidence to explain
the delay for the delay. In his cross-examination, he
explained his delay based on the following factors,
which I discuss below.

- i) Motor vehicle accident - this took place in October
2011, well before the security for costs issues raised in
this case and which were presented to the court from
post-reporting in those court proceedings. There is no
evidence for this accident which could have contributed
to delay in bringing the motion for security for costs.
- ii) Non-payment of costs, with court from security for
costs motion - As I address above, it is this

18 March 2013

where the Tar had well departed the bulk of costs of the party at its liability to pay costs

ii) The day after the 13th of September 2013 per Lord - Again, it is stated that Tar would advise about a cyprus that he would proceed against him. ~~At that time~~ Tar did not proceed at that point yet took no steps to seek security for costs until a year later, after the Marshall would all its costs ~~at~~ on the eve of trial

July 31 2014

i) Non payment of costs order from adjudged trial - his is a minor cost order of \$2500 for the adjudged trial. As to Tar's evidence is that he had incurred \$45,000 in legal fees, ^{as his father-in-law's notes,} it cannot be reasonable that \$2,500 cost order is the basis to seek security for costs. ^{from} ^(6 months) ^A since the non payment was well before Tar sought to bring the motion

ii) Non payment of - 2012 costs assessed as costs from a B.C. proceeding - Again, these non payments support the unconscionableness of seeking security for costs on the eve of trial when the ^{in that case} ~~costs were~~ ~~pay~~ ~~assessed~~ risk of non payment of costs was known possible

iii) Leave to amend at trial as fully supported report that is warranted that the amendment sought in any way which has added cost or ~~was~~ was a factor taken into account for security for costs. As for the

... of the claim. It is not days, the delay of the action. By the time of ... returned counsel advised ... as the need for ... we see how, based on Tarr's own evidence, at ... the nature would ... counsel.

Tarr's evidence

For the above reasons, I do not suggest that "it really goes up my eye" ^(CIVIL) as you have asked for ... at that point. There is no ... the delay and as you seek ... the plaintiff

Tarr's counsel advised that even if there is no ... this should be ... After it is no ... I do not agree.

It is a question of fairness that a plaintiff ... it may have to ...

side in a procedure in a letter to proceed with
action or proceed against a particular defendant,
the court still is, the plaintiff does not to
sue against a party but if required to proceed
in a civil law process for both parties.

agreed with Justice Gauthier in ^(at para 7) *Suzin* that "when
and is brought two years into a law suit a firm
with a set of legal records before the trial, the
defendant must explain why the matter was not
introduced at why it is reasonable for it to
be brought now. Absent such an explanation, it is
fair for a plaintiff to have a summary for costs made
of the trial (employer's obligation). (Justice Gauthier, 1995
at *Gauthier* para 162 "even if the plaintiff
and the defendant are in a dispute in
regards to the matter, the burden of the moving defendant
to explain the delay is still placed on the moving
party".


16
A para 5
para 5 of *Suzin* was approved from *Boyer J.* in 423322 at
para 10 of *Boyer J.*, but *Laurel* 543. However,
Boyer J. found otherwise and that the plaintiff
could not sue until the proceeds of summary judgment, and
Boyer J. did not have to address the double
and it is not clear if the defendant would be liable

13/11/2019
13/11/2019
13/11/2019

For the above reasons, I demand the notice.

I have lost \$12,500, which I had ~~frantically~~ ^{unsuccessfully} attempted to recover. ~~But~~ ^{Since} I have since
discovered that the cost should be paid into court, but that
could in effect provide security for tax if the plaintiff
did not pay cost, ^{and} the plaintiff has already incurred
costs for the notice. Consequently, I order
you to pay cost of \$12,500 inclusive of taxes
I have served to the plaintiff within 30 days
of the order, or until such order is made
by the court, or as recommended by the
relevant authorities.

I had used for the above notice and
I am sorry to hear that you did not assist
with the cost.


Marta Gustaf