

Case Name:

Intact Insurance Co. v. Najafzadeh

Between

**Intact Insurance Company, Plaintiff, and
Morteza Aslami Najafzadeh, Improperly
named in the Notice of Action, as
Najafzadeh, Defendant**

[2014] O.J. No. 4711

Court File No. CV-12-00470022-0000

Ontario Superior Court of Justice
Toronto, Ontario

B.P. O'Marra J.

Heard: June 18, 2014.

Oral judgment: June 18, 2014.

(18 paras.)

Counsel:

M. Harper, Counsel appearing for Intact Insurance.

No one appearing on behalf of the Defendants.

REASONS FOR JUDGMENT

1 B.P. O'MARRA J. (orally):-- All right. And let me assure you, Ms. Harper, I don't disagree at all about the public interest in this type of activity. Its insurance rates particularly bogus ones affect everybody who in good faith pays their premiums and occasionally has to collect. It's a cost to all of us and it's really criminal conduct that has significant civil consequences for not just the parties involved but everybody who seeks insurance coverage. So I don't disagree at all with your

over-arching comments.

2 I would be glad to hear anything further you had to say. What I would suggest to you is that based on the materials that you have filed, I would be prepared to sign a judgment against both parties, there were two parties, right? Two defendants?

3 MS. HARPER: Correct. I have a draft where you can actually fill in the numbers based on the heads of damages claimed.

4 THE COURT: Perfect.

5 MS. HARPER: Thank you very much, Your Honour.

6 THE COURT: All right, just give me a moment here.

7 What I am inclined to do, Ms. Harper, just before I fill in the draft judgment is that based on the materials filed, that I would be prepared to sign default judgment as follows:

8 For liquidated damages of \$52,094.16; Special damages of \$1,499.69; Punitive damages of \$5,000, Legal costs \$15,817.50 plus \$2,056.28 in H.S.T.

9 Okay?

10 MS. HARPER: Thank you very much, Your Honour.

11 THE COURT: Just give me a moment here.

12 MS. HARPER: Absolutely.

13 THE COURT: And the interest rate, you applied a pre-judgment interest at the rate of point five percent month commencing -- I must say I hadn't seen it phrased that way. Where does that come from?

14 MS. HARPER: It is -- perhaps it's coming -- I believe it's coming from the rules, Your Honour, but I'm not able to speak to that today. But that was what was provided in this precedent, and I believe that that is the rate cited in the rules for pre-judgment interest. I would be happy to stand this matter down and to give you further submissions on it.

15 THE COURT: What I would be prepared to indicate is to pay to the plaintiff pre-judgment interest at the rate prescribed in the Court's of Justice Act.

16 MS. HARPER: That sounds excellent, thank you.

17 THE COURT: Okay...So, I've just made my endorsement.

18 Meredith Harper counsel for applicants. Based on materials provided, the plaintiff is entitled to default judgment, no one appearing for the defendants. Liquidated damages at \$52,094.16, Special damages \$1,499.69, Punitive damages \$5,000, Legal costs \$15,817.50 plus \$2,056.28 in H.S.T. Madam Registrar will get you a copy of that endorsement but I have also have the draft judgment. Can I sign this? What do you suggest? I have just filled in the numbers there, maybe I will just leave it at that. I will just put here -- I have simply marked on it that I have approved that amount so it can be typed up. It might have to be done a little differently than I have done it.

B.P. O'MARRA J.

---- End of Request ----

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