



ONTARIO SUPERIOR COURT OF JUSTICE
SMALL CLAIMS COURT
Toronto

ORDER OF THE COURT

Claim No. SC-25-00009568-0000

BETWEEN

ARROW AUTO SERVICES

Plaintiff(s)

and

BHAVAAN KUVENTHIRARAJAH

Defendants(s)

BEFORE: Deputy Judge R. Moncur

HELD BY: In person ☒ Videoconference ☐ Teleconference ☐ In writing ☐
Hybrid

DATE: July 03, 2026 at 09:30 AM EDT

EVENT TYPE: Motion on Notice

APPEARING:

Plaintiff(s): ARROW AUTO SERVICES Present ☐

Representative: Present ☐

Defendant(s): BHAVAAN KUVENTHIRARAJAH Present ☐

Representative: ADAM IMTIAZ Present ☒

ORDER OF THE COURT

On 03-Jul-2026, a hearing was held in the above matter and the following order was made:

1. The Plaintiff failed to attend the hearing today, despite being properly served with the Notice of Motion and Supporting Affidavit on June 24, 2026 via email. After waiting 45 minutes for the Plaintiff to appear, the motion proceeded in their absence.
2. The Defendant brought this motion on notice under Rule 12.02(1)(a) of the Rules of the Small Claims Court for an order dismissing the Plaintiff's claim on the basis that it discloses no cause of action. The Defendant takes the position that a reading of the Plaintiff's claim makes it impossible to discern what damages the Plaintiff alleges and what they are in relation to, thereby making it impossible to prepare a comprehensive defence.
3. For the reasons that follow, I agree. Upon considering the Affidavit of Sara Adhani sworn June 24, 2026 and upon hearing the submissions of Mr. Imtiaz, the Defendant's motion is granted and the Plaintiff's claim is dismissed.
4. Rule 12.02(1) provides, in part, that the court may, on motion, strike out or amend all or part of any document that discloses no reasonable cause of action or defence (Rule 12.02(1)(a)) or may delay or make it difficult to have a fair trial (Rule 12.02(1)(b)).
5. The case law is consistent in stating that a motion under Rule 12.02 falls between a Rule 20 and a Rule 21 motion when compared to the Rules of Civil Procedure (see: *Van de Vrande v. Butkowsky*, 2010 ONCA 230, 99 O.R. (3d) 641); *Abdossamadi v. TD Insurance Direct Agency Inc.*, [2015] O.J. No. 380). Those cases further state that Rule 12.02 functions as a method by which claims lacking in merit may be assessed by a motion judge and determined without the expense of a full trial. A Rule 12.02 motion is a motion that is brought in the spirit of the summary nature of Small Claims Court proceedings.
6. It must be "plain and obvious" that a claim cannot succeed before I can dismiss at this stage: see, for example, *Coote v. Ontario Human Rights Commission et al.*, [2009] O.J. No. 4264 (ON SC) and *Persaud v. Ministry of the Attorney-General et al.*, [2008] O.J. No. 2953 (ON SC) ("*Persaud*").
7. In *Persaud*, Horkins, J. states, at paragraph 21:

"[21] The Ontario Court of Appeal applied the 'plain and obvious' test in *Cishecki v. IBM Canada Ltd.*, [2003] O.J. No. 364 (C.A.). At para. 4 of the reasons, the Court, citing *Hunt*, *supra*, held:

The authorities are clear that before a claim can be struck out on the ground that it discloses no reasonable cause of action, it must be plain and obvious that the claim does not disclose a reasonable cause of action. Moreover, the statement of claim is to be read generously with allowance for inadequacies due to drafting deficiencies."
8. The overriding test for striking a claim for disclosing no reasonable cause of action is that it must be "plain and obvious" that the claim cannot succeed (*Hunt v. Carey Canada Inc.*, [1990]

2 S.C.R. 959 ("*Hunt*"). For motions to strike pursuant to Rule 12.02(1)(a), the *Hunt* test requires that the claim be read generously and not be struck unless I am able to find that:

- (a) the allegations are patently ridiculous or incapable of proof;
- (b) it is plain and obvious that the pleading is unfounded or contains no reasonable cause of action;
- (c) there is not a "germ" or "scintilla" of a cause of action; or
- (d) the allegation does not give rise to recognized cause of action or the claim fails to plead the necessary elements for another to recognize the cause.

9. Based on the affidavit evidence before me and upon hearing the submissions of the representative for the Defendant, I am of the view that this test has been met. I am left with no doubt that the Plaintiff's claim cannot succeed. I find that it is plain and obvious that the pleading contains no reasonable cause of action.
10. The Plaintiff appears to be self-represented and I have afforded them a generous consideration of the wording of the claim in attempting to ascertain what the claim is in relation to. The Plaintiff's claim simply states: "Insurance haven't paid the amount owing on for towing and storage. It happened at Arrow Auto Service. SC-24-0008175-0000." In describing what the claim is in relation to, the Plaintiff notes an unrelated action number. In addition, the claim lacks any particulars, contains no other details and fails to provide sufficient information such that the Defendant may properly defend itself.
11. Motion granted. The Plaintiff's claim is dismissed.
12. Costs are awarded in favour of the Defendant in the amount of \$100.00 plus disbursements of \$127.00 payable by the Plaintiff within 30 days.



July 3

Date

2026

Signature of Judicial Official
Deputy Judge R. Moncur