

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *Safaei v. Shekarisaz*,
2026 BCSC 484

Date: 20260319
Docket: S256647
Registry: Vancouver

Between:

Artin Safaei, a proposed class representative under Section 2(4) of the Class Proceedings Act, R.S.B.C. 1996, c. 50, Hamed Malek Zadeh, Ladan Tamjid, Sareh Ezati Salavat, Nahid Firoozi, Alireza Kadkhodaei Khalafi, Najmeh Tavana, Amir Nikmehr, and John/Jane Doe 1-50

Plaintiffs

And:

Mozhdeh Shekarisaz, Mozhgan Shekarisaz, Ahmad Ayoubipour, Meisam Shekarisaz (Also known as Macan Aria Parsa), Pars Pendar Nahad International Group, a Company Incorporated under the Laws of Iran, also known as Dadgaran Hagh Va Edalat, Amber Business Development Advising Ltd. (B.C. Corp. No. BC1399528), Utopia Nexus Developments Ltd. (B.C. Corp. No. BC1505728), Shareco Construction Company, Celco Company, DKB Massage and Spa Ltd (B.C. Corp. No. BC1402457), Onworld Technology Company (B.C. Corp. No. BC1408932), Amberdo Cafe and Bakery Ltd. (B.C. Corp. No. BC1409086), and Amberdo Pizza and Restaurant Company Ltd. (B.C. Corp. No. BC1408088).

Defendants

Brought under the *Class Proceedings Act*, R.S.B.C. 1996, c. 50

Before: The Honourable Justice Lawn

Reasons for Judgment

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Place and Dates of Hearing:

Vancouver, B.C.
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Place and Date of Judgment:

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Introduction

[1] This proposed class proceeding concerns immigration consulting services offered in Iran to people seeking to relocate to Canada. These reasons deal with two applications. The defendants seek a stay or dismissal for want of jurisdiction, and the plaintiffs seek a Mareva asset freezing order.

[2] In the underlying proceeding, the plaintiffs say that the immigration consulting contracts that most of them signed in Iran were illegal under Canada's *Immigration and Refugee Protection Act*, S.C. 2001, c. 27 (the "IRPA"). Sections 91(1) and 91(2) of the IRPA require those services to be provided by a Canadian lawyer, Quebec notary, or member in good standing of the College of Immigration and Citizenship Consultants. The plaintiffs claim in conversion, unjust enrichment, conspiracy, misrepresentation, and several other causes of action, although they have not pleaded breach of contract. They say the claims comprise dozens of potential class members and millions of dollars. The plaintiffs claim that the defendants and others operated as a "single integrated enterprise" publicly holding itself out as having a branch in North Vancouver, British Columbia.

[3] The defendants argue that the real plaintiff is missing from this litigation. They say that Dr. Omid Rezaei Dastgerdi ("Dastgerdi"), an immigration consultant licensed in Canada, was the architect of a scheme wherein immigration services would be marketed to Iranians in Iran by Pars Pendar Nahad Co. ("PPN"), to be performed by Dastgerdi and an Iranian law firm called Dadagan Hagh Va Edalat ("HVE"). HVE would contract with the clients, receive funds in payment for the services, and then pay those funds to PPN, with Dastgerdi retaining certain sums. The defendants say that at the root of this lawsuit is a falling out with Dastgerdi and PPN's decision to sue him in Iran for over \$500,000.

[4] At issue here, is whether the courts of this province should take jurisdiction over these claims, which as I will set out below are tangentially related to British Columbia at best, in the face of the plaintiffs' choice to also litigate their claims in

their own country, in their own language, under contracts which contain a forum selection clause specifying Iran as the appropriate forum.

[5] It is important to emphasize that this case is not about forcing anyone to litigate in Iran, a country which was in upheaval at the time of this hearing and is now at war. This is because many of the plaintiffs are already litigating, taking steps, or being urged to litigate these claims in Iran. Dastgerdi and his brother operate one or more “Telegram” social media platforms in Iran dedicated to the purpose of urging and assisting prospective plaintiffs to pursue these claims in Iranian courts.

[6] As will be set out below, although territorial competence is established over most of the defendants, I have found that the essence of this lawsuit is a dispute over contractual arrangements made in Iran, between Iranians, in the Farsi language, governed by the laws of Iran. The plaintiffs’ position that they will not receive a fair hearing in their own country, due to connections they say exist between one or more of the defendants and the current Iranian regime, is completely undercut by their decision to start their own lawsuits in that jurisdiction. This weighs heavily against a finding that Iran is not an appropriate forum.

[7] I observe that the region has now become a zone of war, a state of affairs which did not exist when this matter was argued. The plaintiffs have not applied to submit new evidence or ask the Court to take judicial notice of these developments; nor have they argued, at any time, that s. 6 of the *Court Jurisdiction and Proceedings Transfer Act*, S.B.C. 2003, c. 28 (the “*CJPTA*”) applies to make British Columbia a forum of last resort.

Procedural history and parties

[8] Apart from the jurisdictional problems, this claim suffers from fundamental pleadings flaws, some of which foreshadow the difficulties the plaintiffs have had in making out their arguments on jurisdiction. That said, I have assumed for the purposes of the jurisdictional inquiry, that many of these difficulties could be resolved in favour of the plaintiffs, in particular those having to do with the proper naming of the main defendant.

[9] The plaintiffs filed their Notice of Civil Claim on September 5, 2025. That pleading named Pars Pendar Nahad International Group (“PPN International Group”), which was said to be “a company incorporated under the law of Iran”. On September 10, 2025, the defendants filed a jurisdictional response on behalf of the defendants as listed, including PPN International Group.

[10] On the same day, the plaintiffs filed an Amended Notice of Civil Claim (ANOCC) which added the phrase “also known as Dadgaran Hagh Va Edalat” to the description of PPN International Group.

[11] The defendants submit that HVE is a separate entity which must be separately named and served. After the plaintiffs amended their pleading to add HVE’s name to the description of PPN International Group, the defendants informed the plaintiffs that they would not accept service for HVE. While there is evidence that the defendant Macan Aria Parsa (“Aria Parsa”) holds broad powers over HVE through a power of attorney, this does not make HVE the same entity as PPN or PPN International Group. Regardless of who controls HVE, or whether the plaintiffs may eventually show that the corporate veil ought to be torn aside on the basis of an alter ego theory of liability, I accept that HVE is a separate entity. The plaintiffs cannot add HVE as a party to these proceedings through a pleadings amendment: Rule 6-1(1).

[12] It was not disputed, however, that there is a company in Iran called Pars Pendar Nahad Co., that was formed in 2009 and is related to some of the individual defendants. In their written submissions, the defendants submitted that the plaintiffs have failed to properly name this entity, and that it is therefore not a party. They also say that even if it were, the Court has no territorial jurisdiction over it.

[13] The plaintiffs submit they are amenable to a direction to remove the words “International Group” from the style of cause, adding that those words came from the company’s own marketing materials. There was no application before me to amend the pleadings, to add parties, or to amend the style of cause due to a misnomer. In oral reply submissions, the plaintiffs suggested that they had insufficient notice of the

defendants' position on the non-existence of PPN International Group, given that the defendants accepted service of the Notice of Civil Claim and filed a jurisdictional response. The plaintiffs said that if they had known earlier, they would have applied to amend their pleadings. The plaintiffs also submitted, however, that the corporate names were really irrelevant since the plaintiffs were suing four individual defendants, all associated with the corporation in any event.

[14] Despite their position that the plaintiffs have failed to properly name PPN, the defendants filed a jurisdictional response on behalf of PPN International Group, among others, on September 10, 2025. They also stated in oral argument that there is no dispute that a company named Pars Pendar Nahad Co. is associated with the individual defendants. Various contracts exhibited to the defendants' affidavits use the name "Pars Pendar Nahad International Group" as represented by the defendant Aria Parsa. To my knowledge, the defendants have not resiled from their representation of some form of PPN entity. While the question is not before me, in my view an application under Rule 6-1 of the *Supreme Court Civil Rules* to correct a misnomer would likely be successful, given on whose behalf the defendants purported to speak on this application.

[15] The balance of these reasons assume that should this lawsuit proceed, the plaintiffs will apply at their earliest convenience to correct the misnomer for PPN International Group. The initials "PPN" will be used below to refer to Pars Pendar Nahad Co. as if it were a defendant.

[16] The defendants fall into three categories:

- a) four individuals (the "personal defendants"), referred to below by first or last name only, for clarity and meaning no disrespect:
 - i. Mozhdeh Shekarisaz ("Mozhdeh"),
 - ii. Mogzhgan Shekarisaz, sister to Mozhdeh ("Mogzhgan"),
 - iii. Ahmad Ayoubipour ("Ayoubipour"), spouse to Mozhdeh, and

- iv. Meisam Shekarisaz, also known as Macan Aria Parsa, brother to Mozhdeh and Mogzhgan (“Aria Parsa”).
- b) PPN, an entity formed in Iran in 2009 by Mozhdeh and Aria Parsa of which Aria Parsa continues to be a director.
- c) eight British Columbia corporations:
 - i. Amber Business Development Advising Ltd., a company which supports entrepreneurs with help, for example, in writing business plans;
 - ii. Utopia Nexus Developments Ltd., a real estate development and property company not presently engaged in business;
 - iii. Shareco Construction Company, a construction contracting company;
 - iv. Celco Design and Construction Company Ltd., a design and architecture firm;
 - v. Dkb Massage And Spa Ltd, a wellness spa not currently engaged in business;
 - vi. Onworld Technology Company, a web development company;
 - vii. Amberdo Cafe And Bakery Ltd., a premium bakery and café; and
 - viii. Amberdo Pizza And Restaurant Company Ltd., a restaurant.

[17] On September 5, 2025, the same day they first filed the Notice of Civil Claim, the plaintiffs sought an *ex parte* Mareva injunction before Justice Francis, then of this Court. The application was adjourned with leave to reapply on better materials. On October 10, 2025, the defendants filed the within application for a stay or dismissal due to want of jurisdiction. On October 21, 2025, the plaintiffs’ application for short leave for a new injunction was dismissed by Associate Judge Robertson who set down the matter for two days in December 2025. There was

correspondence between the parties, and on November 24, 2025 the defendants filed an application to strike the ANOCC for abuse of process and to cancel the plaintiffs' certificates of pending litigation.

[18] On December 3, 2025, the parties came before Justice Stephens who concluded that two days were insufficient. He set the matter down for four days commencing January 13, 2026, and made various case plan orders.

[19] The matter came before me on January 13, 2026 for four days. There was insufficient time to hear all three applications, so the defendants' November 24, 2025 application to dismiss for abuse of process and to cancel the CPLs remains outstanding.

Issues

[20] The issues are:

- 1) **Territorial competence:** Does this Court have jurisdiction over some or all of these defendants in respect of the claims made against them?
- 2) **Forum selection clauses:** If the Court has jurisdiction, ought it decline that jurisdiction because the contracts between the plaintiffs and HVE contain forum selection clauses?
- 3) **Forum non conveniens:** If this Court has territorial competence over some or all of these defendants, ought it to decline jurisdiction because Iran is a more appropriate forum for the litigation of this dispute?
- 4) **Arbitration clauses:** Ought the court to stay some or all of the claims on the basis that the contracts between the plaintiffs and HVE contained arbitration clauses?
- 5) **Mareva injunction:** Are the plaintiffs entitled to a Mareva injunction?

(1) Territorial competence

Legal Framework

[21] The *CJPTA* has codified and modernized the law on territorial competence.

The relevant sections of the statute state, in material part:

Proceedings against a person

3 A court has territorial competence in a proceeding that is brought against a person only if

...

(d) that person is ordinarily resident in British Columbia at the time of the commencement of the proceeding, or

(e) there is a real and substantial connection between British Columbia and the facts on which the proceeding against that person is based.

...

Residual discretion

6 A court that under section 3 lacks territorial competence in a proceeding may hear the proceeding despite that section if it considers that

(a) there is no court outside British Columbia in which the plaintiff can commence the proceeding, or

(b) the commencement of the proceeding in a court outside British Columbia cannot reasonably be required.

Ordinary residence — corporations

7 A corporation is ordinarily resident in British Columbia, for the purposes of this Part, only if

(a) the corporation has or is required by law to have a registered office in British Columbia,

...

(c) it has a place of business in British Columbia, or

(d) its central management is exercised in British Columbia.

...

Real and substantial connection

10 Without limiting the right of the plaintiff to prove other circumstances that constitute a real and substantial connection between British Columbia and the facts on which a proceeding is based, a real and substantial connection between British Columbia and those facts is presumed to exist if the proceeding

...

(e) concerns contractual obligations, and

- (i) the contractual obligations, to a substantial extent, were to be performed in British Columbia,
- (ii) by its express terms, the contract is governed by the law of British Columbia, or
- (iii) the contract
 - (A) is for the purchase of property, services or both, for use other than in the course of the purchaser's trade or profession, and
 - (B) resulted from a solicitation of business in British Columbia by or on behalf of the seller,
- (f) concerns restitutionary obligations that, to a substantial extent, arose in British Columbia,
- (g) concerns a tort committed in British Columbia,
- (h) concerns a business carried on in British Columbia,
- (i) is a claim for an injunction ordering a party to do or refrain from doing anything
 - (i) in British Columbia, or
 - (ii) in relation to property in British Columbia that is immovable or movable property,

...

[22] Subsections 3(d) and 3(e) are engaged here.

[23] Where s. 3(e) is engaged, the plaintiff has a low burden in the first stage of the s. 10 analysis concerning real and substantial connection. This was described at para. 16 of *Ewert v. Höegh Autoliners AS*, 2020 BCCA 181, leave to appeal to SCC ref'd, 39403 (29 April 2021):

[16] At the first stage of the analysis, the plaintiff must show that one of the connecting factors listed in s. 10 exists. The basic jurisdictional facts relied on by the plaintiff are taken to be true if pleaded (sometimes referred to as a presumption that the pleaded facts are true). The defendant challenging jurisdiction is entitled to contest the pleaded facts with evidence. If the defendant contests the pleaded facts with evidence, the plaintiff is required only to show that there is a good arguable case that the pleaded facts can be proven. The role of the chambers judge is not to prematurely decide the merits of the case or to determine whether the pleaded facts are proven on a balance of probabilities; the plaintiff's burden is low: *Purple Echo Productions, Inc. v. KCTS Television*, 2008 BCCA 85 at para. 34; *Fairhurst v. De Beers Canada Inc.*, 2012 BCCA 257 at para. 20, leave to appeal ref'd (2013), [2012] S.C.C.A. No. 367 [*Fairhurst*]; *Environmental Packaging Technologies, Ltd. v. Rudjuk*, 2012 BCCA 343 at para. 26.

[24] A presumption of jurisdiction arises if one of the s. 10 connecting factors is established. The presumption is rebuttable, but likely determinative in most cases: *The Hershey Company v. Leaf*, 2023 BCCA 264 at para. 9; *Ewert* at para 17.

[25] Where there are multiple defendants, territorial competence must be examined from the perspective of each one. Assuming jurisdiction without the requisite connection amounts to judicial overreach: *Sinclair v. Venezia Turismo*, 2025 SCC 27 at para. 63.

Analysis

[26] There were numerous objections on both sides to the affidavit evidence presented on this application. There were also assertions that, in particular, the plaintiffs' affidavits were replete with difficulties including that they contained argument, opinion, speculation, double or triple hearsay, and hearsay with an undisclosed source. I have dealt only with those objections material to the determinations I must make to resolve the issues before me.

(i) Territorial competence under s. 3(d)

11 Defendants ordinarily resident in British Columbia

[27] The defendants admit that 11 of the 13 named defendants are ordinarily resident in British Columbia: the eight British Columbia registered companies and three of the individual defendants: Mozhdeh, Mogzhgan, and Ayoubipour. Therefore, s. 3(d) of the *CJPTA* applies to them such that the court has territorial competence over these defendants. The defendants argue based on *Club Resorts Ltd. v. Van Breda*, 2012 SCC 17 at para. 97, that the presumptive connection between the British Columbia corporations and the three resident individual defendants and this proceeding is weak and that therefore, the presumption of jurisdiction established through residency under s. 3(d) is rebutted.

[28] The difficulty with this position is that s. 3(d) does not raise a presumptive connection that can be rebutted in this way. It is framed in mandatory terms. It is not open to any of the defendants, for example, to rebut the presumption that this Court

has territorial jurisdiction over the British Columbia corporate defendants by pointing out that their business has little or nothing to do with the immigration consultancy that is at the heart of this lawsuit. For instance, in *Conor Pacific Group Inc. v. Canada (Attorney General)*, 2012 BCCA 222 at paras. 8–13, the Court held that the statutory language in s. 3(d) was a complete answer as to whether the Court had territorial competence over a corporate entity with a registered office in British Columbia. It was therefore not material that no facts had been raised which could satisfy the real and substantial connection test in s. 3(e). This reasoning was recently applied in *Mayer v. Merchant Law Group LLP*, 2023 BCSC 1797, aff'd 2024 BCCA 234. In that case, where the corporation in question had a registered office in British Columbia, Justice Branch held at para. 32 that because the statutory language s. of 3(d) is clear, the Court did not have to consider whether there was a real and substantial connection with regard to that defendant.

[29] While the defendants may be able to bring a different application to show that these defendants, or some of them, do not properly belong in this lawsuit, territorial competence is not the appropriate channel for these submissions. I therefore find that territorial competence as against three of the four personal defendants and the eight British Columbia companies has been made out under s. 3(d).

Ordinary residence of Aria Parsa

[30] In support of their position that Aria Parsa is not ordinarily resident in British Columbia, the defendants point to a document filed in an Iranian lawsuit which sets out Aria Parsa's address in Esfahan, Iran. The plaintiffs point to PPN marketing materials stating that Aria Parsa authored a book called "Welcome to Canada"; and that he is the CEO of PPN International Group, which has three branches located in Canada. The only other evidence I was shown involving an address for Aria Parsa was an emailed complaint form regarding a foreign journalist, in which he appeared to use the business address on Premier Street in North Vancouver associated with PPN.

[31] Advertising a connection with Canada in marketing materials is not the same as ordinary residence, and the online complaint form was inconclusive and insufficient to establish where Aria Parsa resides. There was no other evidence brought to my attention indicating a residence for Aria Parsa in British Columbia. The plaintiffs have therefore not shown that Aria Parsa is ordinarily resident in British Columbia so as to satisfy s. 3(d).

Ordinary residence of PPN

[32] The plaintiffs did not argue under s. 7 of the *CJPTA* that PPN is ordinarily resident here. For example they did not argue under s. 7(c), that PPN has a place of business here or under s. 7(d), that its central management is exercised here. There is no basis upon which to conclude that PPN is ordinarily resident here under s. 3(d). The plaintiffs focussed their submissions on PPN's real and substantial connection with British Columbia under s. 3(e) and s. 10(h), to which I will now turn.

(ii) Territorial competence over Aria Parsa and PPN under s. 3(e)

[33] In their Application Response, the plaintiffs state:

B. This Court has Jurisdiction over the Defendants

20. This Court has territorial competence. The Plaintiffs have established multiple presumptive connecting factors creating a "real and substantial connection" between British Columbia and the action:

a. The Defendants reside in the province: The directing minds of the enterprise, all four Defendants are ordinary resident[s] of BC. This is also referred to as *Jurisdiction Simpliciter*.

b. The Defendants carry on business in the province: The Defendants' own marketing materials confirm a Canadian branch in North Vancouver and B.C.-based corporate affiliates. The enterprise carries on business in B.C.

c. A tort was committed in the province: The Defendants' unjust enrichment and conversion occurred in B.C., where the Plaintiffs' funds were received, retained, and used to acquire assets.

...

22. The subject matter of this litigation, an international immigration scheme directed at Canada, is inextricably linked to the Defendants' business activities and presence in British Columbia.

[34] The plaintiffs appear to submit that unjust enrichment is a tort. It is better understood as a basis for an award of restitutionary relief in equity. In any event, it may form the basis of a real and substantial connection with British Columbia if the underlying obligations arose in British Columbia: for an example of a case in which this occurred, see *Klaus v. Black Diamond Equipment Ltd.*, 2022 BCSC 1182 at para. 20.

[35] The plaintiffs point to connecting factors under ss. 10(g) and (h) of the *CJPTA*. Given that they have also pleaded unjust enrichment, s. 10(f) is relevant. I repeat those subsections for ease of reference:

10 Without limiting the right of the plaintiff to prove other circumstances that constitute a real and substantial connection between British Columbia and the facts on which a proceeding is based, a real and substantial connection between British Columbia and those facts is presumed to exist if the proceeding

...

(f) concerns restitutionary obligations that, to a substantial extent, arose in British Columbia...

(g) concerns a tort committed in British Columbia,

(h) concerns a business carried on in British Columbia...

[36] The ANOCC states:

A. Parties, Enterprise, and B.C. Nexus

1. The Plaintiffs (residing primarily in Iran and other jurisdictions) retained the Defendants, who are alleged to be all part of a common enterprise for Canadian immigration services marketed under the trade names “Parsi Canada”, “Dadgaran Hagh va Edalat” and “Pars Pendar Nahad International Group” (“PPN”).

2. The Defendants operate as a single, integrated enterprise that publicly holds itself out as having a Canadian branch and B.C. corporate affiliates. Their own corporate catalogue lists a Vancouver branch at 776 Premier St., North Vancouver, B.C. and identifies multiple B.C. companies as part of the group.

3. In contracts with Plaintiffs, the Defendants used a Canadian business address at 200–2411 Dollarton Highway, North Vancouver, B.C., and the same address appears in the PPN/Dadgaran materials as a Canada contact location along with the 776 Premier St. address. The 200–2411 Dollarton Highway, North Vancouver, B.C. address is associated with Amber Business Development Advising Ltd, whose directors are Mozhdeh Shekarisaz and Ahmad Ayoubipour.

4. The Iranian contracting entity Dadgaran Hagh va Edalat International Law Firm (“Dadgaran Hagh va Edalat”) is described in the Defendants’ corporate catalogue as a PPN subsidiary providing Canadian permanent-residency services; most Plaintiffs contracted with this entity. Macan Aria Parsa is the CEO of “Dadgaran Hagh va Edalat”.

5. The individual Defendants Macan Aria Parsa (Meisam Shekarisaz), Mozhdeh Shekarisaz, Ahmad Ayoubipour, and Mozhgan Shekarisaz are principals and public faces of the enterprise; they reside in British Columbia and/or publicly present B.C. presence and control of the Canadian branch.

6. Macan Aria Parsa is the CEO of the parent Iranian company, and his sisters, Mozhdeh Shekarisaz and Mozhgan Sekarisaz, are also directors of PPN. Mozhdeh is also vice chairperson of PPN, Mozhdeh’s husband, Ahmad Ayoubipour, is listed as Chief inspector of PPN.

...

11. The Plaintiffs say there is a real and substantial connection to British Columbia. The Defendants held out a Canadian branch at 776 Premier Street, North Vancouver and used 200–2411 Dollarton Highway, North Vancouver on client-facing materials; the individual defendants reside in B.C.; the enterprise carries on business in B.C. through affiliated corporations; and B.C. assets were acquired with class members’ value. The claims concern Canadian immigration representation, regulated by Canadian law.

[37] The ANOCC is “not a model of clarity and specificity.” *Fairhurst v. De Beers Canada Inc.*, 2012 BCCA 257 at para. 26, leave to appeal to SCC ref’d, 34964 (17 January 2013). As Justice Newbury set out at para. 27 of that case, however, the plaintiff is not required to particularize the conduct of each defendant. Nonetheless, I am required to examine jurisdiction from the perspective of each individual defendant: see *Sinclair* at para. 63. The plaintiff cannot “bootstrap” territorial competence over one defendant, by pointing to the Court’s jurisdiction over others.

[38] Although the ANOCC includes numerous causes of action, the plaintiffs emphasized only unjust enrichment, conversion and, in oral argument, that the proceeding concerns a business carried on in British Columbia.

Carrying on a business in British Columbia

[39] The plaintiffs’ primary position on s. 3(e) seemed to be that PPN is carrying on a business in British Columbia. The plaintiffs’ primary argument with regard to Aria Parsa is that he is resident here, which they have failed to prove. To the extent that the plaintiffs made submissions on territorial competence with regard to Aria

Parsa under s. 3(e), they would also appear to rest on the proposition that PPN is carrying on business here and that the defendants all operated as one “group enterprise.” I take this to mean the plaintiffs argue this Court has jurisdiction over Aria Parsa due to his role as a director of PPN.

[40] The plaintiffs cannot ignore the separate corporate personality of PPN and its directors but even if they could, it would seem contrary to the Court’s warning in *Sinclair* not to “bootstrap” territorial competence over one defendant, from that over another. In any event, for the plaintiffs to succeed in showing that the court has territorial competence over Aria Parsa as an alter ego of PPN, they must still establish the court’s territorial competence over PPN.

[41] The ANOCC contains a number of assertions relevant to whether a business is being carried on by PPN in British Columbia:

- a) The defendants “hold out” a Canadian branch on Premier Street in North Vancouver;
- b) The defendants use an address on Dollarton Highway in North Vancouver in client-facing marketing materials;
- c) The individual defendants live in British Columbia;
- d) The individual defendants publicly present a British Columbia presence and control of the Canadian branch [of PPN];
- e) Aria Parsa is CEO of PPN and his sisters are directors; Mozhdeh is vice chairperson and Ayoubipour is chief inspector; and
- f) The defendants, operating as a single integrated “enterprise”, carry on business in British Columbia through affiliated companies.

[42] The defendants argue that mentioning a Canadian connection in marketing materials is not sufficient to establish that PPN carries on business here. They did not expand upon any analysis to support their position. They also led evidence that

the British Columbia companies are not subsidiaries of PPN and are relevant only as potential client employers or investment vehicles. They carry on other businesses, unrelated to immigration consulting. This evidence was unopposed and I accept it.

[43] In *Club Resorts Ltd.*, Justice Lebel held, at para. 87, that the “notion of carrying on business requires some form of actual, not only virtual, presence in the jurisdiction, such as maintaining an office there or regularly visiting the territory of the particular jurisdiction.”

[44] The question was considered again, in a different context, by the Supreme Court of Canada in *H.M.B. Holdings Ltd. v. Antigua and Barbuda*, 2021 SCC 44 [*Antigua*]. At para. 41, the Court confirmed that some form of actual and not virtual presence in the jurisdiction is required to meet the definition of carrying on business in that jurisdiction. Antigua did not have any physical premises or employees/agents in the jurisdiction, nor did it advertise there, but it did have four authorized representatives within the jurisdiction to facilitate introductions to potential investors in exchange for payment akin to a finder’s fee. These representatives had no authority to engage in fundamental business activities: they merely assisted applicants in obtaining information about the application process, collected the required fees, and sent the completed applications to the Antiguan government agency that administered the program at issue: see paras. 6–9. The application judge found, and the Supreme Court of Canada confirmed, that Antigua was not carrying on business in the jurisdiction.

[45] Like *Antigua*, this case straddles the line between an actual and virtual presence. If anything, there was more evidence connecting the *Antigua* proceeding to the forum in that case, since there was evidence of representatives located in the jurisdiction undertaking business activities.

[46] In this case, the plaintiffs point to an undated “corporate catalogue” that they obtained from PPN’s website, that reveals a physical address and PPN’s plans to launch “a dedicated branch in Vancouver Canada to expand its international activities.” Another Canadian address, on Dollarton Avenue in North Vancouver,

appears on one or more of the contracts that plaintiffs signed with HVE. Three addresses appear at the bottom of the contract pages, resembling the footer on a page of printed letterhead. The documents are entirely in Farsi, apart from the English characters of the North Vancouver address. There is no evidence that the HVE representative who signed these contracts did so from a location in Canada. There is thus evidence of a sporadic use of addresses in North Vancouver on written materials, but no evidence regarding the physical presence of PPN employees in British Columbia carrying out the company's business here.

[47] Despite the low threshold at this stage, I find that the plaintiffs have failed to make out a case that this lawsuit concerns a business that PPN carried on in British Columbia, which is required under s. 10(h). The plaintiffs rely on a group enterprise theory to say that PPN operated with the other defendants to carry on business through affiliated companies. However, none of the British Columbia companies are involved with immigration consulting, nor were they involved with the contractual arrangements which are at the centre of the plaintiffs' disputes. The personal British Columbia defendants have not been shown to have conducted any of PPN's business in the province. PPN's business presence here is limited to marketing materials. The defendants suggested that the British Columbia resident defendants were added to the lawsuit for tactical or strategic reasons, to bolster the plaintiffs' arguments on territorial competence. I need not make a finding on that point but it is of some concern, particularly with regard to the British Columbia corporations.

[48] Had the plaintiffs met the threshold of showing an arguable case as to a real and substantial connection, I would have found that the defendants succeed in rebutting the presumption that arises under s. 10. The subject matter of this litigation is unrelated to any business that could be said to be carried on in the province: see *Club Resorts Ltd.* at para. 96.

Unjust enrichment

[49] The defendants argue that the ANOCC fails to plead lack of juristic reason or benefit and loss, which are required to prove unjust enrichment. The defendants

further argue that the contracts between the plaintiffs and HVE provide a “classic juristic reason” negating the claim.

[50] Whether or not the plaintiffs’ unjust enrichment pleading is deficient or can be fixed, unjust enrichment is not a tort. In order to fall under s. 10(f), the plaintiffs must show that the action concerns “restitutionary obligations that, to a substantial extent, arose in British Columbia.” I cannot find, even on the most generous reading of the ANOCC, that the plaintiffs have met this threshold with regard to PPN and Aria Parsa. The restitutionary obligations, if any, arose in Iran. It was in Iran that the plaintiffs contracted with HVE for services related to assisting them to apply for status in Canada. It was in Iran that they paid fees or provided rights over their property to the defendants, in exchange for such services.

Conversion

[51] The plaintiffs relied on conversion in their Application Response.

[52] Conversion occurs when property is taken or property rights are interfered with. Conversion of money occurs at the place the money is taken from, not the place where it ends up: *Keivan v. Hadavi*, 2026 BCSC 338 at para. 28.

[53] Even if the plaintiffs have properly pleaded a claim in conversion as against PPN and Aria Parsa—and I make no finding on that point—there is nothing in the ANOCC to tie this conduct to British Columbia. If conversion occurred in this case, it occurred in Iran, where the plaintiffs’ funds and property were located. The plaintiffs plead that some of their funds were used to purchase property in British Columbia. While this might provide the basis for a tracing remedy, it does not change the location of the conversion.

Other causes of action

[54] The plaintiffs have also pleaded conspiracy, misrepresentation, breach of confidence, breach of fiduciary duty, knowing assistance and knowing receipt, and an unparticularized allegation under the *Business Practices and Consumer Protection Act*, S.B.C. 2004, c. 2. I heard no submissions on these causes of action

as possible bases for territorial competence, and so I have not addressed them here. I observe, however, that there is nothing in the plaintiffs' ANOCC or Application Response that sets out any damage occurring in British Columbia which would be required, for example, for a finding that Aria Parsa and PPN were parties to a conspiracy located in this province.

Conclusion on Territorial Competence

[55] In conclusion, then, the Court has territorial competence over three personal defendants and the British Columbia corporations, under s. 3(d) of the *CJPTA*, but there is no basis to find a real and substantial connection between the non-resident defendants and the subject matter of the litigation, and therefore no territorial competence with regard to Aria Parsa and PPN.

(2) Forum selection clause

[56] The plaintiffs' contracts with HVE contain forum selection clauses stating that the agreements are governed by the laws of Iran; and that, in the event of any dispute, Iranian courts shall have jurisdiction. Some of the contracts also require an attempt at "amicable negotiation" prior to resort to the Iranian courts.

[57] The plaintiffs take the position that these clauses are contained in contracts void for illegality, and that they are therefore irrelevant and ought not to be enforced. They also submit that none of the defendants are parties to the contracts containing the forum selection clauses, and they therefore ought not to be able to rely on them.

[58] The defendants suggested in argument that the plaintiffs "may well be right" about the inability of the defendants to rely on clauses in agreements to which they are not a party, citing no authority. The defendants submitted, however, that the plaintiffs' position flies in the face of their "common enterprise theory".

[59] I agree. If the plaintiffs were not seeking to resile from the forum selected in the clauses, they could have made submissions on the "closely related doctrine"¹

¹ For a discussion of the doctrine see *Baran v. Pioneer Steel Manufacturers Limited*, 2021 BCSC 491 at para. 115, aff'd 2022 BCCA 126.

based on their position that HVE is an alter ego of PPN. They did not. At the same time, of course, the defendants wish to maintain their submission that HVE and PPN are completely distinct entities, despite having a common director, and so they did not press the point either. The thrust of the defendants' submission was that the true dispute here is a contractual one, between the plaintiffs and HVE, all of whose contracts contain forum selection clauses. They submit that I ought to be concerned about the use of the other defendants and causes of actions to "create or bolster" the plaintiffs' case for territorial competence, citing *Viking Air Ltd. v. Aevex Aerospace, LLC*, 2024 BCSC 502 at para. 19. In any event, they say that under the two-step analysis described in *Viking Air Ltd.* at paras. 22–24 citing *Douez v. Facebook, Inc.*, 2017 SCC 33, these clauses ought to be enforced.

Analysis & conclusions

[60] A non-party cannot generally rely on terms contained in an instrument to which it has not adhered. Having heard nothing to suggest that there is a rationale for the forum selection clauses in this case to be accorded direct effect in favour of these non-signatories, I find them inapplicable on that basis.

[61] It is thus unnecessary to deal with the plaintiffs' position on illegality. In any event, it would be premature at this stage to determine illegality. It is the very question at issue. In this regard, see *Ash v. Corporation of Lloyd's* (1992), 94 D.L.R. (4th) 378, 1992 CanLII 8660 (O.N.C.A.) at para. 9: an allegation that a contract is void *ab initio* does not make it so until a final judgment of the court.

(3) Forum non conveniens

Legal Framework

[62] The law of *forum non conveniens* is codified in British Columbia in s. 11 of the *CJPTA*, which reads:

Discretion as to the exercise of territorial competence

11 (1) After considering the interests of the parties to a proceeding and the ends of justice, a court may decline to exercise its territorial competence in the proceeding on the ground that a court of another state is a more appropriate forum in which to hear the proceeding.

(2) A court, in deciding the question of whether it or a court outside British Columbia is the more appropriate forum in which to hear a proceeding, must consider the circumstances relevant to the proceeding, including

- (a) the comparative convenience and expense for the parties to the proceeding and for their witnesses, in litigating in the court or in any alternative forum,
- (b) the law to be applied to issues in the proceeding,
- (c) the desirability of avoiding multiplicity of legal proceedings,
- (d) the desirability of avoiding conflicting decisions in different courts,
- (e) the enforcement of an eventual judgment, and
- (f) the fair and efficient working of the Canadian legal system as a whole.

[63] These factors are mandatory but not exhaustive: the Court can have regard to other factors.

[64] The defendants cite *Club Resorts Ltd.* at paras. 103 and 108, which state that the party seeking to avoid litigating in the forum bears the burden of proving that another forum is clearly more appropriate. The defendants say that nothing turns on the difference between “clearly more appropriate” and “more appropriate”, which is the terminology in the *CJPTA*, since their view is that in this case the factors point overwhelmingly in favour of declining to exercise jurisdiction in this forum. I accept for the purposes of this application, that the defendants bear the burden of showing that another forum is clearly more appropriate as they are the ones seeking to have this Court decline jurisdiction.

Discussion

[65] Central to the analysis under s. 11(2) is the fact that some of the plaintiffs have started actions in Iran, despite arguing here that it is not the appropriate forum. I agree with the defendants that this makes this case unusual. It also undermines two of the plaintiffs’ main bases for pointing to Iran as an inappropriate forum: that they cannot obtain a fair trial there due to the alleged “deep connections” between the defendants and the Iranian government; and an argument made in reply only, that the political situation in Iran is unstable.

[66] Significantly, in addition to evidence of demand letters and filed pleadings in Iran, the defendants led evidence of social media accounts administered by Dastgerdi and his brother Ali Rezaei Dastgerdi. In these groups on the popular Iranian “Telegram” platform, the Dastgerdis urged clients or former clients of PPN and HVE, sometimes referred to as “Parsi Canada Institute,” to join the Canadian class proceeding and to bring an action in Iran. Telegram comprises both public and private groups and channels, and the Dastgerdis used a number of each type of account, each with slightly different purposes.

[67] Quoting from an August 2025 posting by Ali Dastgerdi in a public group:

Admin: Friends, pay attention that those who only send an email to the Canadian lawyer or, conversely, only register the complaint in Iran, have done the work halfway; both cases must be done. When the Canadian lawyer seizes the Shekarisaz builders’ properties.

[68] On August 30, Dastgerdi posted in a public channel:

Admin: (link of group addresses)

Dr. Omid Rezaei [i.e. Dastgardj] invites you to join this group on Telegram.

Admin: This group is with lawyers for legal consultation regarding the matter of filing a complaint in Iran.

Admin: I have created a separate specialized group for each line, and this channel has been made for announcements and coordination. I will soon schedule of open-forum webinars here – at least once a week.

...

Admin: The Enlightenment of Parsi Canada Business Purchase

The awareness group on business purchase and violations with Parsi Canada and Haq va Edalat, led by Dr. Omid Rezaei, a licensed consultant of the Immigration, Refugees and Citizenship Canada (IRCC).

Admin: Enlightenment of Job Offer and IMP of Parsi Canada

Dr. Omid Rezaei invites you to join this group on Telegram.

Admin: In these groups, I provide professional clarification on specific lines of work...

Admin: It is essential that your complaints and demands for justice take place both in Iran and Canada, so that these individuals are summoned before the courts, held accountable, and your financial losses can be rightfully recovered.

...

Admin: Friends, only unified movement, consistency, and synchronization are extremely important. Therefore, let me first ask exactly what the format of the criminal complaint text should be, so that you don't mistakenly address it incorrectly or send it to a judicial district other than the target jurisdiction in Tehran.

[69] The plaintiffs' own affiant set out the primary purpose of a Telegram "private communications group," of which Dastgerdi was a member, as "to coordinate and share news and updates regarding the complaints being filed against the Institute [defined in the affidavit as the Parsi Canada Institute, a trade name for HVE] in Iran". I am left in little doubt that the plaintiffs and other clients of HVE are being encouraged to begin proceedings against HVE in Iran and that some of these proceedings are already underway.

[70] These efforts to launch proceedings in Iran significantly undercut the plaintiffs' position that their clients cannot receive a fair trial in Iran due to what they say are the defendants' deep connections with the Iranian state.

[71] In addition, although the Application Response states that the plaintiffs have tendered "substantial evidence" of the defendants deep and favourable connections to the Iranian state, the plaintiffs' evidence of these connections is weak at best.

[72] The legal assistant's affidavit on which the plaintiffs relied before Francis J. states that the Defendants "maintain high-level and favourable connections within Iran, providing them with a safe haven to which they could flee." The exhibit in support of this statement consists of still images from a video said to show "the three individual Plaintiffs" [*sic*: Defendants] being honoured by senior Iranian officials, including a member of the Iranian Revolutionary Guard, the uniform of which the assistant confirms. She does not, however, state that she has ever met or seen the defendants; nor does she provide any evidence as to the relationship between receiving an award and the deep connections she hypothesizes. Even if all this evidence were admissible, it does not amount to the "substantial evidence" that the plaintiffs say they have. An affidavit from a journalist, who is involved in defamation litigation with Aria Parsa in the United States, added nothing on this point.

[73] The plaintiffs' choice to begin litigation in Iran also undermines their reply argument that the instability in Iran may be prolonged. As noted above, since this matter was argued, circumstances in Iran have changed and the country is now at war. The plaintiffs have not applied to reopen the matter nor have they, at any time, made submissions based on s. 6 of the *CJPTA*.

[74] While the plaintiffs argue that "sending Canadian litigants to litigate in an inaccessible jurisdiction is a denial of justice," they do not specify which Canadian litigants are being sent. But for Mr. Safaei, a Canadian resident proposed only under s. 2(4) of the *Class Proceedings Act* as a representative plaintiff, the plaintiffs are Iranian residents who have been encouraged to litigate in Iran, where they live. Some are already doing so. The Iran-based defendants have also already engaged with the Iranian justice system, in that they have sued Mr. Dastgerdi for \$559,723. The defendants led evidence from an Iranian lawyer that parties sometimes choose to bring a lawsuit in the criminal courts for expediency. The plaintiffs, too, have availed themselves of criminal process for something that Canadian lawyers and jurists would associate with civil litigation. Thus, to the extent that anyone is being "sent" to litigate in Iran, it is the personal defendants who all have ties to the jurisdiction and bring this application. The BC Corporations are not related to the matters at the heart of this dispute.

Conclusion on the s. 11(2) factors

[75] I will turn now to an examination of the s. 11(2) factors.

Section 11(2)(a): The comparative convenience to the parties and witnesses

- a) All the plaintiffs except for Mr. Safaei are resident in Iran;
- b) PPN and HVE are Iranian companies. Their various employees who had contact with the plaintiffs are resident there;
- c) The BC companies are not related to the main matters in dispute;

- d) The plaintiffs' English language proficiency tests, referred to in the plaintiffs' claims, were taken in Iran;
- e) Most of the parties and witnesses speak only Farsi. While translation and interpretation at trials in British Columbia is common, this trial if held in British Columbia will consume vast resources;

Section 11(2)(b): The law to be applied to the issues

- a) I did not hear expert evidence on how an Iranian court would view the plaintiffs' claims of unjust enrichment and conversion, if brought in an Iranian court. The defendants argue that if a claim of unjust enrichment is relevant, which they resist, the law of Iran applies as the place of the enrichment. In this regard, see the discussion of applicable law on a similar issue in *Viking Air Ltd.* at paras. 208-212. Similarly, to the extent conversion is relevant, the conversion would have occurred in Iran where the property or money was transferred to HVE under the agreements. Many of the other causes of action, though not argued before me, would also appear to require evidence of the law in Iran.
- b) The plaintiffs rely on illegality of the underlying contracts in this matter, alleging a breach of s. 91 of the *IRPA*, something the defendants contest. I observe that a central plank in the plaintiffs' evidence was an allegation that the defendants fraudulently publicized the number of a "registered immigration consultancy" that belonged to someone no longer practicing. In fact there was an error with the translation of the Farsi script that the plaintiffs were using – they simply had the wrong number. The defendants also point to the registered status of Mr. Dastgerdi, who was doing immigration work for HVE or PPN at the operative times. In any event, assuming there is some basis for the plaintiffs' claims that work done by some defendants ought to have been done by a registered consultant under s. 91, I was not taken to any evidence that an Iranian court would

not take a breach of a Canadian statute into account, nor that it would refuse to hear expert evidence of Canadian law on the point.

Sections 11(2)(c) and (d): Avoiding a multiplicity of proceedings and conflicting decisions in different courts

- a) The plaintiffs have brought claims and have been advised to bring claims in Iran. Staying the action here will avoid a multiplicity of proceedings and the risk of inconsistent decisions.

Section 11(2)(e): The enforcement of the eventual judgment

- a) The defendants' evidence is that they have assets in Iran. There is no evidence that the plaintiffs are impecunious, yet they decline to provide an undertaking for the injunction they seek. The plaintiffs must be taken to be more knowledgeable about the laws in the place where they live. These factors are at least neutral, as to the factor of enforcement of an eventual judgment.

Section 11(2)(f): The fair and efficient working of the Canadian legal system as a whole

- a) Litigation in Iran favours the efficient working of the Canadian legal system because Iran is the jurisdiction most clearly and directly connected to the parties and the dispute. The court ought not to permit perceived strategic choices to obscure the analysis: see *Viking Air Ltd.* at para. 258.
- b) The contracts between the plaintiffs, prospective plaintiffs, and HVE all contain forum selection clauses naming Iran, and state that the law of Iran is to govern. This is not a case where consumers are deprived of their expected right to litigate in their home forum, as the Supreme Court of Canada warned about in *Douez* at para. 148. At the heart of this lawsuit are contracts executed in Iran, in Farsi, between Iranian plaintiffs and an Iranian company. These were not contracts of adhesion: the plaintiffs could have contracted with one of HVE's competitors.

[76] Finally, as emphasized at several points in this decision, this is not a situation where the defendants are attempting to sue in one jurisdiction and the plaintiffs in another: the plaintiffs are litigating in both jurisdictions. This smacks of forum shopping and strategic behaviour, as does the addition of numerous British Columbia businesses operating in seemingly unrelated industries and the inclusion of claims under multiple causes of action not even addressed in the plaintiffs' argument or Application Response or tied to any jurisdictional facts.

[77] Accordingly, I decline jurisdiction over this matter, which is at best tangentially related to British Columbia, in favour of the jurisdiction where many of the plaintiffs have started parallel proceedings.

(4) Stay due to Arbitration Clause

[78] Given that I have determined that a stay on jurisdictional grounds is appropriate, I do not need to address this issue.

(5) Mareva Asset Freezing order

[79] A worldwide Mareva freezing order is an extraordinary remedy, as my former colleague Francis J. explained to the plaintiffs when they sought the first injunction *ex parte*. It seeks to freeze a defendant's assets before the applicant has obtained judgment. It is an exception to the basic premise that a claim is not established until tried. For that reason, the court must exercise great caution in its use: *Herdson v. Fortin*, 2024 BCSC 1767 at para 44. British Columbia courts have exercised a flexible approach to the remedy, in that the court is not "a prisoner to a specific formula." Once the plaintiff has shown a strong *prima facie* case, the focus shifts to the balance of justice and convenience between the parties: *Kepis & Pobe Financial Group Inc. v. Timis Corporation*, 2018 BCCA 420 at para 10.

[80] The defendants argue that the plaintiffs' application for a Mareva injunction ought to be dismissed on several bases, including that the plaintiffs have not offered an undertaking in damages, nor have they provided a cogent explanation as to why this essential requirement is not being met. I agree.

[81] The cases suggest that “exceptional circumstances” are required to dispense with the undertaking. There is no indication these plaintiffs are impecunious; the order sought would have a devastating effect on the defendants and their businesses; none of the plaintiffs other than Safaei, about whom little is known, live in Canada or have assets here; the plaintiffs have little invested in this action given that according to the social media postings, their counsel is retained on a contingency basis. Finally, the defendants argue that as this is a proposed class action it will take months if not years to get to trial. The damages to the defendants and their business interests could be considerable. The absence of an undertaking is fatal to the plaintiffs’ application.

[82] Given the above finding it is not necessary to address the other issues. Had it been necessary, I would have found that the plaintiffs have not established a strong *prima facie* case. As the defendants have shown, one of the key players in this matter, Dastgerdi, is not before the court. Some of the underlying conflicts between individual plaintiffs and HVE appear to have been settled; in other cases, the evidence that HVE has breached their contract with a plaintiff is weak or there is some evidence the plaintiffs themselves may be in breach. There are frailties with the plaintiffs’ evidence. The plaintiffs’ materials are replete with inadmissible hearsay and other noncompliant paragraphs. Last September, they were given the opportunity to return on revised submissions, but many of the difficulties seem to persist.

[83] There was also insufficient evidence of an imminent risk of the dissipation of the defendants’ assets in British Columbia. The plaintiffs tendered an undated real estate listing over the home of one of the defendants, and a conversation with a realtor which suggested the home might go on the market again. The defendants’ evidence was clear that the parents of one of the individual defendants lives in the home and it is not presently on the market.

[84] The defendants also argued for dismissal of the Mareva injunction without consideration of the merits, on the basis that the plaintiffs did not meet their duty of

candour on the *ex parte* hearing, citing *Su v. Atom Holdings*, 2025 BCCA 199 at paras. 38-40. Given my findings above, it is not necessary to determine that issue.

Summary

[85] The proceeding against Aria Parsa and PPN is stayed for lack of territorial competence.

[86] The proceeding as against the other defendants is stayed on the basis that there is another, more appropriate forum.

[87] The plaintiffs' application for a Mareva injunction is dismissed.

[88] The defendants ask to have the matter of costs adjourned until after these applications are determined, presumably because they wish to make submissions. The parties are at liberty to make written submissions as to costs, of no more than 5 pages each, to be received by Supreme Court Scheduling no later than 14 days after the date of this judgment.

[89] Failing receipt of such submissions, the defendants having been successful, they are entitled to their party and party costs at Scale B.

“Lawn J.”