

CANADA / JUDGMENT

Bank of Montreal v. Dua

2026 ONCA 265

COURT

Court of Appeal for Ontario

DECIDED

15 April 2026

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Bank of Montreal v. Dua Collection Decisions of the Court of Appeal Date 2026-04-15 Neutral citation 2026 ONCA 265 Docket numbers COA-25-CV-1006 Judges Huscroft, Grant; George, Jonathon C.; Wilson, Darla A. Subject Civil Decision Content COURT OF APPEAL FOR ONTARIO CITATION: Bank of Montreal v. Dua, 2026 ONCA 265 DATE: 20260415 DOCKET: COA-25-CV-1006 Huscroft, George and Wilson JJ.A. BETWEEN Bank of Montreal Plaintiff/Defendant by Counterclaim (Respondent) and Harpreet Kaur Dua also known as Harpreet Dua and Nanak Partap Singh also known as Nanak Singh Defendants/Plaintiffs by Counterclaim (Appellants) Harpreet Kaur Dua also known as Harpreet Dua, acting in person Nanak Partap Singh also known as Nanak Singh, acting in person Mehrnaz Asad, for the respondent Heard: April 7, 2026 On appeal from the judgment of Justice Vanessa V. Christie of the Superior Court of Justice, dated May 7, 2025, with reasons at 2025 ONSC 2816. REASONS FOR DECISION

- [1] The appellants defaulted on their mortgage with the respondent bank by failing to pay property taxes as required. In addition, the motion judge found that the appellants defaulted on their line of credit and Mastercard.
- [2] The motion judge permitted the appellants to reinstate the mortgage provided that they paid \$3,000 in costs, and they have since done so. However, the appellants argue that the motion judge erred in granting the respondent's summary judgment motion and dismissing the appellants' counterclaim, and they maintain that the respondent acted inappropriately and unfairly throughout its dealings with them.
- [3] We do not agree.
- [4] We see no errors in the motion judge's decision as to the appellants' liabilities. Her findings preclude success on the appellants' counterclaim. The respondent bank was under no obligation to "accommodate" the appellants' request for interest rate reductions and is entitled to insist on payment in accordance with the terms of the contracts. The motion judge properly found that the counterclaim disclosed no reasonable cause of action.
- [5] The appeal is dismissed.

- [6] The respondent is entitled to its costs fixed at \$4,500 all inclusive. “Grant Huscroft J.A.” “J. George J.A.” “D.A. Wilson J.A.”
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