

Case Name:

Bangar v. Canadian Premier Life Insurance Co.

Between
Bagram Bangar, and
Canadian Premier Life Insurance Company

[2002] O.J. No. 3557
Court File No. 02/6079

Ontario Superior Court of Justice
Harris J.

September 11, 2002.
(12 paras.)

Practice — Pleadings — Striking out pleadings — Grounds, false, frivolous vexatious or scandalous.

Motion by the defendant Canadian Premier for an order striking out four paragraphs of the plaintiff Bangar's reply pleadings. The parties agreed that these paragraphs were more properly contained in the statement of claim. Canadian Premier claimed that these paragraphs should not be allowed to form part of the pleadings because they were prejudicial, vexatious and irrelevant to Bangar.

HELD: Motion dismissed. The claim sought punitive damages and the allegations in the statement of claim were reasonably clear. The impugned paragraphs were reasonably related to the allegations in the statement of claim. The pleadings did not require the investigation of Premier's customer files. The impugned paragraphs dealt with the impact of Premier's conduct on Bangar and others like him.

Counsel:

T. Stayshyn, for the plaintiff.
Ali Ghiassi, for the defendant.

¶ 1 **HARRIS J.** (endorsement):— The defendant moves to strike paragraphs 7, 8, 9 & 12 of the plaintiffs reply pleading.

¶ 2 It is agreed now between counsel that those paragraphs supra would be more properly contained within the Statement of Claim.

¶ 3 The defendant takes the position that the paragraphs 7, 8, 9, & 12 ought not be allowed to form any part of the pleadings as they are prejudicial, vexatious, irrelevant to the plaintiff's case and will unnecessarily delay the fair trial of the action.

¶ 4 With respect, and on the particular circumstances of this case, I disagree with the defendant's position.

¶ 5 The history of tort law has always allowed for novel and reasonably arguable areas to be explored. I find there is sufficient and rational breathing room between the case law that has been argued before me that allows this particular action to continue as it is presently articulated.

¶ 6 Punitive damages have been pled in the Statement of Claim, and the allegations therein are reasonably pointed and clear. The allegations in the impugned paragraphs reasonably related to the allegations in paras. 13 & 14 of the Statement of Claim and 4, 5, 6, of the plaintiffs reply.

¶ 7 The pleadings in question do not require the investigation of the defendants customer's files, rather the wording of the pleadings is such that the apparent area of the inquiry will be towards corporate documents, manuals, instructions to employees, policies, memos and the like. The discoveries will not intrude into customer files without a further review and order by the court. The intended paragraphs deal with the corporate conduct of the defendant as it impacted an the plaintiff and others like him.

¶ 8 The plaintiff does not purport to represent the interests of others in this action. His action is in personem.

¶ 9 Accordingly I will allow the paras. 7, 8, 9, & 12 as pleadings within an amended Statement of Claim.

¶ 10 The amended Statement of Claim will be subject to the usual vicissitudes of pleadings and the Rules of Civil procedure will provide sufficient safeguards against frivolous, vexatious and irrelevant avenues of inquiry and litigation conduct.

¶ 11 The reply will now become the amendments to the Statement of Claim and will include all the allegations with respect to the breach of good faith claim and will be delivered to the defendant within 30 days from this date.

¶ 12 Costs are allowed to the plaintiff on this motion in the amount of \$3,500.00 including disbursements and GST and are payable now.

HARRIS J.

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