COURT FILE NO.: CV-26-00004574-0000

SUPERIOR COURT OF JUSTICE – ONTARIO
7755 Hurontario Street, Brampton ON L6W 4T6

RE: LIBRO CREDIT UNION LIMITED, **Applicant**

AND:

KUSHALAPPA, MANDANERA VIPAN
KAMBIRANDA, DHANYA AIYAPPA
HUJAN, KANWALPREET SINGH
SANDHAWALIA, GURBIR SINGH
RANDHAWA, RAVINDER KAUR, **Respondents**

BEFORE: Justice M.T. Doi

COUNSEL: QUIGLEY, JAMES, for the Applicant
Email: jsquigley@szklaw.ca

HEARD: August 27, 2026, In Person

ENDORSEMENT

Overview

[1] The applicant credit union seeks to rectify title to certain real property located in Brampton by amending the name of one of two chargors on its first charge that was incorrectly set out in its original registration. The respondent Gurbir Singh Sandhawalia consents to the application. The other respondents are unopposed to the relief being sought.

[2] For the reasons that follow, I am satisfied that the application should be granted.

Background

[3] The respondent Madanera Vipan Kushalappa, also known as Vipan Kushalappa Mandanera, further known as Vipan Kushalappa Mandaneravanda ("Vipan"), and the respondent Dhanya Aiyappa Kambiranda are spouses. On June 30, 2021, they bought a residential home on Barr Crescent in Brampton and took title as joint tenants. To buy the property, they granted a first charge on their Brampton home to the applicant lender on July 2, 2021. The transfer was registered late in the day on June 30, 2021, and the applicant's first charge was registered shortly after the Land Registry Office re-opened after Canada Day on July 2, 2026.

[4] The other respondents hold mortgages on the Barr Crescent property.

[5] Vipan took title to the home on Barr Crescent under the name "Kushalappa, Mandanera Vipan". Due to inadvertence, Vipan's name incorrectly appears on the applicant's first charge as "Kushalappa, Mandaneravanda Vipan". Given the discrepancy or error with Vipan's name, the land registrar should have returned the charge to the applicant for it to be corrected and re-registered. Instead, the land registrar certified the applicant's first charge. In turn, Vipan did not notice the discrepancy in how his name was set out in the documents when he signed them. The real estate lawyer who acted on the transaction speculates that Vipan himself may be uncertain as to his true name due to cultural factors or practices around the conferring, use, and spelling of names that is said to be fluid or flexible. Having considered the record for the motion and the submissions of applicant's counsel, I attribute no malevolent intent to Vipan and make no finding of any deliberately improper intent or conduct by him in this matter.

[6] Thereafter, Vipan and Ms. Kambiranda granted a second charge over the property to the respondent Kanwalpreet Singh Hujan, a third and fifth charge to the respondent Mr. Sandhawalia, and a fourth charge to the respondent Ravinder Kaur Randhawa, respectively.

[7] Vipan and Ms. Kambiranda defaulted under the applicant's first charge.

[8] On September 30, 2022, Vipan made a consumer proposal and listed the applicant as a secured creditor for $1,120,198.00. Vipan made the consumer proposal under the name "Vipan Kushalappa Mandanera".

[9] In December 2025, Vipan and Ms. Kambiranda advised the applicant that they were no longer able to satisfy their payments on the subsequent mortgages to the other respondents, and could not refinance the Barr Crescent property due to its loan-to-value ratio. The applicant's first charge is payable on demand.

[10] On January 9, 2026, the applicant delivered a demand for payment and notice of intention to enforce security to Vipan and Ms. Kambiranda.

[11] The applicant has not received a payment in respect of its first charge since February 20, 2026. Vipan and Ms. Kambiranda failed to remit the loan payments to the applicant in January and March 2026.

[12] As of April 20, 2026, Vipan and Ms. Kambiranda are indebted to the applicant for $1,027,578.34, exclusive of costs.

[13] The applicant wishes to enforce its security by conducting a power of sale of the subject property. The discrepancy in the spelling of Vipan's name between the transfer and the first charge is impeding the applicant's ability to pursue a power of sale as the spelling of his name on the transfer does not match the spelling of his name on the first charge.

[14] **Discussion**

a. The Application is Properly Before the Court

[15] I am satisfied that the application is properly before the court.

[16] A person who is aggrieved by an entry made in the register may apply to the court for an order to rectify the register: s. 160 of the *Land Titles Act*, RSO 1990, c.L.5 ("*LTA*"). The subject property on Barr Crescent is registered under the *LTA*. A proceeding may be commenced by application to the Superior Court of Justice if a statute so authorizes: r. 14.05(2) of the *Rules of Civil Procedure*, RRO 1990, Reg 194. In addition, an application may be brought for a declaration of an interest in or charge on land, including the nature and extent of the interest or charge, and the determination of rights that depend on the interpretation of a deed or other instrument or interpretation of a statute: r. 14.05(3)(d),(e). Further, a matter may be brought by application in respect of any matter where it is unlikely that material facts will be disputed and require a trial: r. 14.05(3)(h).

[17] As no material facts are disputed, I am satisfied that this application for a declaration to rectify title to the subject property has been properly brought before the court: s. 160 of the *LTA*; r. 14.05(2),(3)(d),(e), (h).

b. The Court Should Rectify Title

[18] In my view, the court should rectify title to the subject property as requested by the applicant.

[19] The court's discretionary power to rectify title is found under ss. 159 and 160 of the *LTA*: *FirstOntario Credit Union Limited v. Nagra et al.*, 2024 ONSC 3398 at para 25.

[20] Section 159 of the LTA authorizes the court to rectify title:

> **Court may order rectification**
> **159** Subject to any estates or rights acquired by registration under this Act, where a court of competent jurisdiction has decided that a person is entitled to an estate, right or interest in or to registered land or a charge and as a consequence of the decision the court is of opinion that a rectification of the register is required, the court may make an order directing the register to be rectified in such manner as is considered just.

[21] Section 160 of the LTA provides that the Court may rectify title on the application of a party aggrieved by the entry made in the register:

> **Application to court to rectify**
> **160** Subject to any estates or rights acquired by registration under this Act, if a person is aggrieved by an entry made, or by the omission of an entry

> from the register, or if default is made or unnecessary delay takes place in making an entry in the register, the person aggrieved by the entry, omission, default or delay may apply to the court for an order that the register be rectified, and the court may either refuse the application with or without costs to be paid by the applicant or may, if satisfied of the justice of the case, make an order for the rectification of the register.

[22] The court has wide statutory discretion to make any order directing the land register to be rectified in such a manner as is considered just: *Wesley v. Iles,* 2013 ONCA 8 at para 18; *TD Bank v. Rehmtulla,* 2017 ONSC 4237 at para 30; *Bluekat Capital Corp. v. YDB Investments Corp*, 2019 ONSC 6218 at para 39.

[23] The Supreme Court explained the general principles and operation of rectification in *Canada (Attorney General) v. Fairmont Hotels Inc.*, 2016 SCC 56 at para 12 as s follows:

> [12] If by mistake a legal instrument does not accord with the true agreement it was intended to record — because a term has been omitted, an unwanted term included, or a term incorrectly expresses the parties' agreement — a court may exercise its equitable jurisdiction to rectify the instrument so as to make it accord with the parties' true agreement. Alternatively put, <u>rectification allows a court to achieve correspondence between the parties' agreement and the substance of a legal instrument intended to record that agreement, when there is a discrepancy between the two. Its purpose is to give effect to the parties' true intentions, rather than to an erroneous transcription of those true intentions</u>. [Emphasis added, citations omitted]

See also: *Alguire v. The Manufacturers Life Insurance Company (Manulife Financial)*, 2018 ONCA 202 at para 12.

[24] The limitation on the court's discretion under ss. 159 and 160 of the *LTA* is grounded in the doctrine of indefeasibility of title, as Epstein J. (as she then was) explained in *Durrani v. Augier*, 2000 CanLII 22410 (ONSC) at para 49:

> [49] It is significant that both sections dealing with the power of the court to rectify the register start with the words "subject to any estates or rights acquired by registration under this <u>Act</u>". These words relate back to the concept of indefeasibility of title and to the fundamental objectives of the land titles system discussed earlier. Their import is as follows. Where a bona fide purchaser for value succeeds in becoming a registered owner, the fact of registration is conclusive. Indefeasibility of title is a consequence or incident of that registration. Accordingly, the court does not have jurisdiction to rectify the register if to do so would interfere with the registered interest of a bona fide purchaser for value in the interest as registered.

See also: *Wonderland Power Centre Inc. v. Post and Beam on Wonderland Inc.*, 2022 ONSC 2237 (Div Ct) at para 48; *FirstOntario* at para 32.

[25] In this case, the concept of indefeasibility of title does not arise as no one has relied on registered title to their detriment. Similarly, all of the other respondents who loaned funds to Vipan and Ms. Kambiranda with subsequent encumbrances were aware of the applicant's first charge, even if Vipan's name did not precisely match the name on the transfer.

[26] In this case, I accept that Vipan's variant name on the applicant's first charge is an inadvertence that should be rectified to give proper effect to the intention of all affected parties. To deny rectification in the particular circumstances of this case would result in fundamental unfairness. In my view, the rectification power under ss. 159 and 160 of the *LTA* should be applied on the basis of fairness to correct the inadvertence regarding Vipan's variant name to achieve a just result: *Wesley* at para 18.

Outcome

[27] Based on all of the foregoing, I find that the application should be granted by amending the Vipan's name on the applicant's first charge to "Kushalappa, Mandanera Vipan" and directing the Land Registrar for the Land Titles Division of the Land Registry Office for the Regional Municipality of Peel to amend the parcel abstract for the subject property to reflect this spelling of Vipan's name.

[28] Judgment shall issue as I have signed. I acknowledge the helpful submissions from applicant's counsel on this application.

Date: August 31, 2026 M.T. Doi J.