

CITATION: Chhelavda v. Huszti et al, 2026 ONSC 2194
COURT FILE NO.: CV-18-00591980-0000
DATE: 20260413

SUPERIOR COURT OF JUSTICE - ONTARIO

RE: NIKHIL CHHELAVDA Applicant(s)/Plaintiff(s)
AND:
LESLIE HUSZTI, VERONICA HUSZTI, HUSZTI Respondent(s)/Defendant(s)
INVESTMENTS (CANADA) LTD, 1579138
ONTARIO INC, EYEWATCH NETWORKS LTD,
EYEWATCH NETWORKS NORTH AMERICA
LTD, EYEWORKS NETWORKS LLC,
DIVERSIFIED OPTIONS TRADERS INC. AND
SENTIENT OFFICES LTD

BEFORE: JUSTICE PARGHI
COUNSEL: *Jason J. Jagpal*, for the Plaintiff

No one appearing for the Defendants

HEARD: April 13, 2026

ENDORSEMENT

- [1] The plaintiff seeks default judgment in an action arising from his termination as Chief Financial Officer of the corporate defendants. He started working for them on July 11, 2017 based on a five-year employment agreement that provided that his base salary would be \$175,000 per year and he would be reimbursed for his business expenses. He was terminated without cause on November 22, 2017, only months into the five-year agreement.
- [2] The defendants have been noted in default and have been entirely incommunicado despite having been served with all motion materials and the motion confirmation form, and despite having been provided with information regarding today's Zoom attendance. Matters were held down for 15 minutes at the start of the proceedings. None of the defendants attended. We proceeded in the absence of the defendants after the 15-minute grace period had passed.

- [3] The motion for default judgment is granted. The deemed admission of facts in the Statement of Claim resulting from the defendants' default, together with the evidence contained in the affidavits filed in support of the motion, support a judgment on liability and damages.
- [4] Having regard to liability, I note the following.
- [5] First, the without cause termination provision and the with cause termination provision in the employment agreement both violate the requirements of the *Employment Standards Act, 2000*, S.O. 2000, c.41, with the result that neither of them is valid or enforceable at law. As a consequence, the termination provisions in the employment agreement are unenforceable as a whole, per *Waksdale v. Swegon North America*, 2020 ONCA 391. I would have drawn the same conclusion even if only one of the two provisions were contrary to the *Employment Standards Act*.
- [6] Second, the deemed admission of facts and affidavit evidence support a finding that the individual defendants should be found jointly and severally liable for damages, together with the corporate defendants.
- [7] Having regard to damages, Mr. Chhelavda does not advance the general damages claim pleaded in the Statement of Claim. He only seeks his unpaid wages up to his termination date (\$49,246.53), the balance of the wages he would have received up to the end of his fixed duration employment agreement (\$810,753.38), and the business expenses he incurred for which he was not reimbursed (\$53,981.09). He is entitled to his unpaid wages and unreimbursed business expenses based on the express terms of his employment agreement. He is entitled to the balance of the wages he would have received up to the end of his employment agreement based on the principles set forth by the Court of Appeal for Ontario in *Howard v. Benson Group Inc.*, 2016 ONCA 256, at para. 22. These amounts are all set forth and explained in the supporting affidavit material. I award them in the amounts sought.
- [8] Mr. Chhelavda is also entitled to his costs on this motion in the amount of \$5,000.
- [9] Judgment is to issue in the form attached.
- [10] Plaintiff's counsel is instructed to provide a copy of this Endorsement and Judgment to the defendants.

Ira G. Parghi

Date: April 13, 2026