

Court File no.: CV-21-00673640-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

MUTHU PONNAMPALAM

Plaintiff

and

CANADA-KARAI CULTURAL ASSOCIATION aka CKCA, J/KARAINAGAR
HINDU COLLEGE OLD STUDENTS ASSOCIATION-CANADA (FORMERLY
KNOWN AS J/DR.A.THIYAGARAJAH MADYA MAHA VIDYALAYAM
(KARAINAGAR HINDU COLLEGE) OLD STUDENTS ASSOCIATION-CANADA),
AUSTRALIA KARAI CULTURAL ASSOCIATION INC,
L'ASSOCIATION CARITATIVE KARAI FRANCE, KARAI WELFARE
SOCIETY (UK), KANDIAH KANAGARAJAH, PARAMANANTHARAJAH
THAMBYAYAH, BALACHANDRAN SABARATNAM aka SABARATNAM
BALACHANDRAN, PIRABAHARAN PARAMALINGAM aka PIRAPAKARAN
PARAMALINGAM, SRINAVASAJENDREN NAVARATNAM,
KANAGASUNDARAM SIVAKUMARAN, BALACHANTHIREN
GANESHAPILLAI aka GANESHAPILLAI BALACHANTHIREN,
MYILANANTHAN PALANIYAANDI aka GANESH MYLVAGANAM,
PARAMANATHAR THAVARAJAH, MURUGESU YOGARAJAH,
JEEVAKANTHAN NADARAJAH, PANCHADCHARAM SIVANANTHARASA,
THAMBIAHPILLAI SOTHILINGAM, and RAVITHASAN
AMIRTHASINGAM

Defendants

**FRESH AS AMENDED
STATEMENT OF DEFENCE**

1. The Defendants, Canada-Karai Cultural Association aka CKCA, J/Karainagar Hindu College Old Students Association-Canada (formerly known as J/Dr.A. Thiyagarajah Madya Maha Vidyalayam (Karainagar Hindu College) Old Students Association-Canada), Kandiah Kanagarajah, Balachandran Sabaratnam aka Sabaratnam Balachandran, Pirabaharan Paramalingam aka Pirapakaran Paramalingam, Srinavasajendren Navaratnam, Kanagasundaram Sivakumaran, Balachanthiren Ganeshapillai aka Ganeshapillai Balachanthiren, Paramanantharajah Thambyayah (the “Ontario Defendants”) admit the allegations contained in the following paragraphs of the Amended Statement of Claim:
 - a. Paragraph 2, but only to the extent that the Plaintiff was an individual brought up in Karainagar, an island off the coast of the north tip of Sri Lanka, and that the Plaintiff was an old student of J/Karainagar Hindu College (“KHC”);
 - b. Paragraph 3, except that any person above 18 years of age, nexus to Karainagar is entitled to membership in the Canada-Karai Cultural Association aka CKCA (the “CKCA”);
 - c. Paragraph 4;
 - d. Paragraphs 8, 11, 12, 14, except that the Defendants stated therein are not direct and controlling minds of the CKCA;
 - e. Paragraph 9, except that the Defendant, Mr. Paramanantharajah Thambyayah (“Mr. Thambyayah”) is not one of the directing and controlling

minds of the CKCA and the Australia Karai Cultural Association Inc. (the “AKCA”)

- f. Paragraph 10, except that the Defendant, Balachandran Sabaratnam aka Sabaratnam Balachandran (“Mr. Balachandran”) is not one of the directing and controlling minds of the CKCA and the Karai Welfare Society (UK);
- g. Paragraph 13, except that Mr. Kanagasundaram Sivakumaran (“Mr. Sivakumaran”) is not one of the directing and controlling minds of the CKCA, J/Dr.A. Thiyagarajah Madya Maha Vidyalayam (Karainagar Hindu College) Old Students Association-Canada) (the “OSA”), Karai Welfare Society (UK).
- h. Paragraph 14, except that Mr. Balachanthiren Ganeshapillai aka Ganeshapillai Balachanthiren (“Mr. Balachanthiren”) is not one of the directing and controlling minds of the CKCA and the Karainagar Abiviruththi Sabai aka Karainagar Development Society (the “KDS”);
- i. Paragraphs 22 and 26(3)(c).
- j. Paragraph 26(3)(a), to the extent that the audited financial statements for the CKCA do not show promissory notes that are receivable from the KDS for the amount of 11,000,000.00 Sri Lankan Rupees;
- k. Paragraph 26(3)(b) of the Amended Statement of Claim, to the extent that in May 2015, approximately \$52,000.00 of payments were made to an organization named Kasans Trading Company;
- l. paragraph 26(6) of the Amended Statement of Claim, to the extent that the OSA raised funds in Ontario and that engineering projects, particularly water retaining structures, were carried out by the associations;

- m. Paragraph 26(7), to the extent that \$3,098.95 was transferred from the CKCA trust account to Mr. Selvarajah Velauthapillai;
 - n. Paragraph 31, to the extent that in the past, the Plaintiff made donations to CKCA by cash and cheques payable to CKCA, and that two or more members of CKCA contacted CPA Ontario concerning the professional conduct of Mr. Kanagarajah;
 - o. Paragraph 36(c), to the extent that the Plaintiff had attempted to contact Mr. Navaratnam regarding the payment of monies which the Plaintiff alleged as being owed by Mr. Navaratnam;
 - p. Paragraph 38, to the extent that in the past, two or more members of the CKCA contacted CPA Ontario concerning the professional conduct of Mr. Thambyayah;
 - q. Paragraph 51, except that such statements were not defamatory and that the statements did not unequivocally identify and concern the Plaintiff; and
 - r. Paragraph 76.8, to the extent that Mr. Sivakumaran launched an ongoing fundraising campaign in connection with these proceedings.
2. The Defendants, CKCA and OSA, deny the allegation at paragraph 7 of the Amended Statement of Claim, that CKCA and OSA indirectly receive gift aid from HM Revenue & Customs in the UK through the Karai Welfare Society (UK) for donations raised from the public in Canada, Australia and France.

3. CKCA denies the allegations at paragraphs 16, 17, 18, 19, and 21 of the Amended Statement of Claim, that the Defendants named therein carry on business remotely through CKCA.
4. OSA denies the allegations in paragraphs 16, 17, 18, 19, and 21 of the Amended Statement of Claim, that the Defendants named therein carry on business remotely through OSA.
5. The Ontario Defendants deny the allegations in paragraphs 26(3)(b), 26(6) and 36(c) of the Amended Statement of Claim, not admitted.
6. The Ontario Defendants deny the allegations at paragraphs 25, 27, 32, 36(d) 37, 46 and 76.1, 85.1 and 85.2 of the Amended Statement of Claim.
7. Except as expressly stated and/or admitted, the Ontario Defendants deny the balance of the allegations contained in the Amended Statement of Claim and puts the Plaintiff to the strict proof thereof, or the Defendants have no knowledge of those allegations.
8. CKCA is a non-profit organization registered according to Canadian laws, which was incorporated within the Province of Ontario on February 15, 1995. Pursuant to the constitution of CKCA, CKCA belongs to the General board and its members, with the administration of CKCA being under the authority of its executive committee.
9. The Ontario Defendants, Mr. Kanagarajah, Mr. Thambyayah, Mr. Balachandran, Pirabaharan Paramalingam aka Pirapakaran Paramalingam (“Mr.

Paramalingam”), Mr. Navaratnam, Mr. Sivakumaran and Mr. Balachanthiren are all members of CKCA.

10. Contrary to the Plaintiff’s allegations at paragraph 3 of the Amended Statement of Claim, only those persons who are above the age of 18 who are connected to Karainagar and are willing to accept the policies of CKCA are qualified for membership in CKCA, subject to submitting the necessary application and payment of the necessary fees. There is no absolute entitlement to membership in CKCA as is pleaded by the Plaintiff. CKCA constitution states that the subscription amount is to be paid by everyone who is a member, or who would like to be a member, on an annual basis. If a member does not pay the necessary subscription amount during the appropriate time period, the member would be considered to have lost his or her membership rights and would lose the qualification of participating in and voting in general meetings.
11. The Plaintiff has not paid the requisite annual subscription fees for membership to the CKCA since at least 2015. Accordingly, since at least 2016, the Plaintiff is considered as having lost his membership rights in CKCA. Further, since at least 2016, the Plaintiff has therefore lost the qualification to participate in and/or vote at CKCA general meetings and has no standing as a member of the CKCA.
12. OSA is a non-profit organization registered according to Canadian laws, which was incorporated within the Province of Ontario on September 21, 2012.
13. Contrary to the Plaintiff’s allegations at paragraph 4 of the Amended Statement of Claim, all old students, staff and teacher of the KHC, who are not domiciled in

Canada or the U.S.A, are only qualified for membership to the OSA, subject to applying for membership and the payment of associated fees. There are no individuals who are entitled to membership with the OSA, without having submitted the necessary application, and having paid the requisite fees.

14. The Ontario Defendants, Mr. Kanagarajah, Mr. Thambyayah, Mr. Balachandran, Mr. Paramalingam, Mr. Navaratnam, and Mr. Balachanthiren are not current members of OSA. Mr. Sivakumaran is currently a member and the vice-president of OSA. Mr. Thambyayah was formerly a member of OSA; however, he has not paid the requisite annual subscription fees to continue his membership with OSA.
15. The Plaintiff has not applied for membership with the OSA, which would in any event be subject to review and approval by the Executive Committee of OSA, nor has the Plaintiff paid the requisite annual fees to become a member of OSA. The Plaintiff has no standing as a member of OSA.
16. The Defendants, Paramanathar Thavarajah, Murugesu Yogarajah, Jeevakanthan Nadarajah, Sivanantharasa Panchadcharam aka Panchadcharam Sivanantharasa, Thambiahpillai Sothilingam, and Ravithasan Amirthasingam aka Ravi are not resident within Canada, and are not members of either CKCA or OSA. Furthermore, none of the said Defendants carry on any business remotely in Ontario through CKCA or OSA.
17. Contrary to the allegations at paragraph 23.1 of the Amended Statement of Claim, the Ontario Defendants deny operating in any small clique, in their own name and several other names, including AKCA, L'Association Caritative Karai France aka

Karai Welfare Society-France, Karai Welfare Society (UK), The Karai Union of Malaya, KDS, SwissKarai Abiviruththi Sabai aka Swiss Karai Development Board, Saiva Sidhdhantha Manram, Canada, Canada-Karai Welfare Society, and Canada Karai Nalanpurich Sangam.

18. Contrary to the allegations at paragraph 25 of the Amended Statement of Claim, the Ontario Defendants did not conduct themselves in any manner in furtherance of any alleged conspiracy to drive the Plaintiff from practicing engineering and providing services within the Karainagar community, or the Tamil community at large. The Ontario Defendants did not use unlawful means in in any circumstances where they knew or should have known that damage to the Plaintiff was likely to result, nor was it their desire for any harm or damage to be caused to the Plaintiff.
19. With respect to paragraph 26 of the Amended Statement of claim, the Ontario Defendant state as follows:
 - a. That there was no conspiracy on the part of the Ontario Defendants, for the purpose of pressuring the Plaintiff from publicly expressing his thoughts, beliefs, and opinions concerning the Defendants, or the Directors/officers of the Associations;
 - b. That there was no conspiracy on the part of the Ontario Defendants for the purpose of pressuring the Plaintiff from publicly opposing any alleged improper or unlawful conduct by the Defendants;
 - c. That Mr. Thambyayah and Mr. Balachandran did not operate any “secret society” as is alleged by the Plaintiff;

- d. That the CKCA does not willfully issue any duplicate donation receipts to its donors and that in the event that a duplicate donation receipt was issued by mistake, such mistake would be corrected at a later date when discovered;
- e. That between 2013-2015, the CKCA Executive Committee raised funds of approximately \$118,000.00 for the benefit of schools located in Karainagar, Sri Lanka, which project was unanimously approved by the Executive Committee of CKCA and which was also voted by a majority of attendees during a general meeting held on December 7, 2014. The said amount raised of approximately \$118,000.00 was not a loan from the CKCA, was not approved by Mr. Kanagarajah and Mr. Thambyayah, nor was it indirectly obtained by Mr. Balachanthiren from the CKCA trust account as alleged by the Plaintiff ;
- f. That Kasans Trading Company is a money transferring company which has been utilized by CKCA to send money to Sri Lanka;
- g. That in May 2015, the CKCA executive committee authorized the disbursement of approximately \$52,000.00 through Kasans Trading Company, which amount formed part of the funds raised for the benefit of schools located in Karainagar, Sri Lanka;
- h. That Mr. Sivakumaran did not operate any secret society as alleged by the Plaintiff;
- i. That the Ontario Defendants did not misappropriate any funds raised by the CKCA;

- j. That the CKCA had transferred \$3,098.95 to Mr. Selvarajah Velauthapillai to assist with medical treatment for the child of Mr. Selvarajah Velauthapillai; and
 - k. That Mr. Balachanthiren did not indirectly receive any funds from the CKCA trust account for his political campaigns in Sri Lanka.
20. The Ontario Defendants do not operate or control the website, www.karainews.com, which is referred to at various instances within the Plaintiff's Amended Statement of Claim. Furthermore, the Ontario Defendants did not publish any of the articles or original posts which the Plaintiff has alleged as having been made at paragraph 39 of the Amended Statement of Claim.
21. The Ontario Defendants deny the allegations at paragraphs 27, 32, 37, 46, and 76.1 of the Amended Statement of Claim; however, if any of the statements stated therein were actually made, the Ontario Defendants respond as follows:
- a. That the alleged statements were true; That the alleged statements were not defamatory;
 - b. That the individuals who made the alleged statements were expressing mere statements of opinion, which they wholly believed to be true at the time of making the alleged statements;
 - c. That the alleged said statements were not defamatory; and/or
 - d. That if any of the alleged statements were defamatory, such statements should be considered as being privileged communications.

22. The Ontario Defendants never authorized any individuals or organizations who may operate any of the alleged third-party websites, including but not limited to third-party Facebook and WhatsApp profiles, to publish any information and/or materials relating to CPA Ontario regulatory matters involving Mr. Kanagarajah and Mr. Thambyayah, or matters relating to CKCA and OSA. Furthermore, the Ontario Defendants never encouraged or authorized and third-party individuals or organizations to make any of the statements as alleged in the Plaintiff's Amended Statement of Claim.
23. The Ontario Defendants do not have any control over any alleged statements concerning the Plaintiff which may have been made over any third-party websites or Facebook pages. Furthermore, the Ontario Defendants have never caused any third-party websites to make any postings relating to the Plaintiff.
24. The Plaintiff is not an active member of CKCA due to his failure to pay the required membership fees for a number of years; however, he seeks to plead and rely upon audio and video recordings of CKCA committee meetings and general meeting when he has no right to access the same.
25. The Plaintiff seeks to rely upon the information contained within third party websites and social media platforms, not under the control of Mr. Kanagarajah, Mr. Thambyayah, or any of the other Ontario Defendants, in order to seek the relief claimed in the Amended Statement of Claim. Contrary to the allegations at paragraph 39 of the Amended Statement of Claim, the Ontario Defendants did not

sponsor any campaign of vilification and intrusion on seclusion against the Plaintiff, cause public disclosure of any private facts concerning the Plaintiff, or place the Plaintiff in a false light to cause the Plaintiff distress, humiliation or anguish by third party website postings.

26. With respect to paragraph 36(b) of the Amended Statement of Claim, the Plaintiff contacted Mr. Navaratnam by telephone on at least one occasion, demanding that Mr. Navaratnam inform his father-in-law, who was a member of CKCA, to resign from CKCA. During the said phone call, the Plaintiff informed Mr. Navaratnam that he would handle the matter if Mr. Navaratnam's father failed to resign, which Mr. Navaratnam interpreted as a threat and/or personal attack against him and his family.
27. With respect to paragraphs 36(c) and 36(d) of the Amended Statement of Claim, Mr. Navaratnam denies having employed the Plaintiff to perform structural analysis or designs for any projects, or other engineering work. Furthermore, Mr. Navaratnam did not take credit for any of the Plaintiff's professional engineering work without providing the Plaintiff with compensation, nor did Mr. Navaratnam conduct himself in a manner which amounted to professional misconduct under section 77(7)(v) of Regulation 941 under the *Professional Engineers Act*, as is alleged by the Plaintiff. The Plaintiff contacted Mr. Navaratnam, seeking wages for work which the Plaintiff had purportedly completed for Mr. Navaratnam; however, as the Plaintiff had not contracted to do any work for Mr. Navaratnam, no payment was ever provided.

28. With respect to paragraph 56 of the Amended Statement of Claim, Mr. Thambyayah did not work with any individuals to have the Plaintiff removed from the WhatsApp forum Kalapoomy Education Development. Furthermore, if the Plaintiff was removed from the WhatsApp forum, Kalapoomy Education Development, without cause or viable reason, the Plaintiff has not suffered damages thereby.
29. With respect to paragraph 59 of the Amended Statement of Claim, Mr. Kanagarajah did not persistently work with any individuals to remove the Plaintiff from the WhatsApp forum, Karai Water-Land Scheme. Furthermore, if the Plaintiff was removed from the WhatsApp forum, Karai Water-Land Scheme, without cause or viable reason, the Plaintiff has not suffered damages thereby.
30. With respect to paragraph 72 of the Amended Statement of Claim, Mr. Balachandran did not persistently work with any individuals to have the Plaintiff removed from the WhatsApp forum, Karai Friends. Furthermore, if the Plaintiff was removed from the WhatsApp forum, Karai Friends, without cause or viable reason, the Plaintiff has not suffered damages thereby.
31. The Plaintiff pleads at various instances that several statements which were allegedly made in various WhatsApp forums were read by the public in Ontario, despite the fact that such WhatsApp forums were private groups, which were in any event, not under the control of any of the Ontario Defendants.
32. With respect to paragraph 74 of the Amended Statement of Claim, there is no obligation upon any of the Ontario Defendants, to keep the Plaintiff within any

community circles on Facebook or other social media sites, nor is the Plaintiff entitled to have access to e-mail circulation lists relating to either CKCA or OSA, particularly when the Plaintiff is not a member of either association. Furthermore, there is no obligation upon any of the Ontario Defendants to provide the Plaintiff with information concerning any community events, as the Plaintiff is incorrect in his claim that he is entitled to information with respect to the same.

33. With respect to paragraph 76.5 of the Amended Statement of Claim, Mr. Balachandran contacted the Toronto Police Services regarding ongoing harassment and unwanted communications from the Plaintiff, which conduct was directed towards the daughter of Mr. Balachandran, who is not involved in these proceedings. The Plaintiff only ceased such conduct directed towards Mr. Balachandran's daughter following a complaint made to the Toronto Police Services. Contrary to the allegations at paragraph 76.5 of the Amended Statement of Claim, Mr. Balachandran did not make complaints to Toronto Police Services without viable reason or to inflict injury upon the Plaintiff, but solely so that the Plaintiff would cease such harassment and unwanted communications directed towards Mr. Balachandran's daughter.
34. Mr. Kanagarajah, Mr. Thambyayah, Mr. Balachandran and Mr. Sivakumaran did not seize control of CKCA or OSA, as alleged by the Plaintiff at paragraph 76.7 of the Amended Statement of Claim and have not misused any of their corporate powers to unlawfully oppress the Plaintiff.

35. The allegations which the Plaintiff seeks to plead paragraph 76.8 of the Amended Statement of Claim do not in any way support the claims made by the Plaintiff. CKCA, being a registered not-for profit Association within the Province of Ontario, relies upon fundraising campaigns and donations from its members and other benefactors to operate and achieve its objectives as per its constitution. In response to this litigation commenced by the Plaintiff, funds had to be raised through fundraising campaigns or other means for the purpose of funding the defence of this litigation. The Plaintiff is not a current and active member of CKCA or OSA and has no right to provide input or be involved with the ongoing activities of CKCA or OSA, including but not limited to fundraising campaigns and meetings.
36. The Ontario Defendants did not publish or republish any of the complained of statements as alleged by the Plaintiff in the Amended Statement of Claim.
37. The Ontario Defendants were not responsible for the action of removing the Plaintiff from various WhatsApp groups, which the Plaintiff has described as community forums. Contrary to the allegations raised by the Plaintiff at paragraph 83 of the Amended Statement of Claim, the removal of the Plaintiff from private WhatsApp forums should not be viewed as being part of any alleged tortious conspiracy by the Ontario Defendants, particularly when the Ontario Defendants were not the individuals who had control of the said WhatsApp forums, and when such WhatsApp forums are private chat groups over which only administration would be capable of adding or removing participants as they deem fit.

38. The Ontario Defendants did not conspire to coerce, convince or persuade the Plaintiff to flee from the Tamil Community or from associating with individuals originally from Karinaragar, Sri Lanka, whom the Plaintiff has referred to in the Amended Statement of Claim as the “Global Karainagar Community.” Furthermore, the Ontario Defendants have no interest whatsoever in the Plaintiff’s practice of his chosen profession, as contrary to the Plaintiff’s allegations as at paragraph 83 of the Amended Statement of Claim, the Ontario Defendants have never sought to punish the Plaintiff for having entered into or conducted any business without the prior consent or approval of the Ontario Defendants.
39. The Ontario Defendants did not threaten to suspend or suspend the membership of members of CKCA on the basis that they associated with the Plaintiff.
40. The Ontario Defendants did not conduct themselves in any manner that caused harm, or financial, emotional and/or professional ruin to the Plaintiff. Furthermore, the Ontario Defendants did not conduct themselves in any manner resulting in damage to the Plaintiff’s economic and financial interests in order to obtain any personal, business, or professional advantage for any of the Defendants.
41. The Ontario Defendants have not exhibited any conduct which would warrant the award of exemplary, punitive, special or aggravated damages to the Plaintiff.
42. The Ontario Defendants did not target the Plaintiff with the intent to destroy the Plaintiff’s professional reputation and inflict economic injury as alleged at paragraphs 84 and 85 of the Amended Statement of Claim.

43. The Ontario Defendants did not engage in any unlawful means conspiracy as alleged at paragraph 88 of the Plaintiff's Amended Statement of Claim. At no point in time did the Ontario Defendants conduct themselves in a manner which unlawfully interfered with the Plaintiff's economic relations, nor did they defame the Plaintiff, with knowledge that injury to the Plaintiff would result.
44. Contrary to paragraph 91 of the Amended Statement of Claim, the Ontario Defendants do not have any servants and did not direct any individuals or organizations to perform any actions in furtherance of the conspiracy as alleged in the Plaintiff's Amended Statement of Claim.
45. The Ontario Defendants deny the existence of a conspiracy against the Plaintiff as alleged in the Amended Statement of Claim and puts the Plaintiff to the strict proof thereof. In the alternative, if the Plaintiff can prove that a conspiracy did exist, the Ontario Defendants state that they did not conduct themselves in furtherance of any such conspiracy against the Plaintiff, and that they are not liable for any resulting loss, interference or damages suffered by the Plaintiff.
46. Mr. Balachanthiren denies having conducted himself in a manner so as to intimidate the Plaintiff, or to cause the Plaintiff to cease and desist the reasonable enjoyment of the benefit of his inheritance, as is alleged at paragraph 85.1 of the Amended Statement of Claim. Furthermore, Mr. Balachanthiren denies having harassed or intimidated the Plaintiff through the third-party entity known as Enathu Oor Karainagar, as is alleged at paragraph 85.2 of the Amended Statement of Claim.

47. The Ontario Defendants plead that the claims advanced by the Plaintiff are statute-barred by operation of the *Limitations Act, 2002*, S.O. 2002, c. 24, Sched B. Further to such, the Ontario Defendants plead that the new claims advanced by the Plaintiff within the Amended Statement of Claim are statute-barred by operation of the *Limitations Act, 2002*, S.O. 2002, c. 24, Sched B.
48. The Ontario Defendants deny that the Plaintiff sustained any loss or damages and put the Plaintiff to the strict proof thereof. In the alternative, if the Plaintiff did sustain any loss or damages, which is expressly denied, the Ontario Defendants state that they are not liable for the alleged loss or damages of the Plaintiff. In the further alternative, if the Plaintiff did sustain any damages, which is expressly denied, the Plaintiff failed to mitigate his damages, and in the further alternative, has fully mitigated his damages.
49. In the further alternative, the Ontario Defendants state that if the Plaintiff did sustain any loss or damages, which is expressly denied, then the Plaintiff's alleged loss or damages as claimed are excessive, remote, exaggerated, not recoverable at law and unconnected to any act, conduct, omission, breach, fault, or neglect on the part of Ontario Defendants.
50. The Ontario Defendants request that this action be dismissed against them with costs.

March 2, 2023

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Defendant

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PONNAMPALAM

- and -

CANADA-KARAI CULTURAL ASSOCIATION aka CKCA, et al

(Plaintiffs)

(Defendants)

Court File No. CV-21-00673640-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

Action commenced at Toronto

FRESH AS AMENDED STATEMENT OF DEFENCE

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