O'SULLIVAN
ESTATE LAWYERS

CASE COMMENTARY

When Referrals Go Wrong: Drafting Solicitor's Conflict of Interest in *Anroop v. Naqvi*

July 2026 | *Anroop v. Naqvi, 2026 ONCA 142*

In a relationship-driven profession like the law, referrals are the lifeblood of many practices. Most of the time, the system works smoothly and without issue.

Sometimes, however, when the referral source has "skin in the game," referrals can place a lawyer directly in a conflict of interest, with potentially far-reaching consequences.

The Ontario Court of Appeal's recent decision in *Anroop v. Naqvi*, 2026 ONCA 142 is a stark reminder: even the appearance of divided loyalties in a will-drafting retainer can unravel the presumption of validity and sink a will.

Case Overview and Background of the Parties

Reka Anroop died in July 2022, leaving behind a grandson, Bryan, daughter-in-law, Amadai (the common-law widow of Reka's predeceased son, Narine), and four surviving children. Bryan and Amadai had lived with and cared for Reka for roughly 24 years before his death; none of Reka's other four children saw to his personal or medical needs.

Reka made multiple wills in the year before his death, in February 2021 (the "First Will"), March 2021 (the "Second Will"), and October 2021 (the "Third Will"). Bryan acted under Reka's Third Will and applied for a Certificate of Appointment of Estate Trustee. He was supported by his mother, Amadai.

However, one of Reka's children, Chandra, opposed Bryan's application and claimed that a later will purportedly executed in May 2022 (the "Fourth Will") was Reka's valid will. Acting on the Fourth Will, Chandra commenced her own application for a Certificate of Appointment.

A Suite of Four Wills

The First Will, Second Will, and Third Will were substantially similar in their treatment of Reka's assets, primarily his personal residence. In the First and Second Wills, Reka left his home to his son, Narine (Bryan's father and Amadai's common-law spouse), with a gift over to Bryan. The Third Will left the home to Narine and Amadai as joint tenants, also with a gift over to Bryan.

The First Will was drafted using a will kit. The Second and Third Wills were drafted by the same solicitor, Ms. Katoch.

In March 2022, between the Third and Fourth Wills and after Narine passed away in December 2021, Reka met with Ms. Katoch about transferring title to his home to Amadai and Bryan. However, Ms. Katoch had concerns about Reka's capacity and declined to do so without a medical opinion confirming he was capable.

The Fourth Will was drafted by Nabeel Naqvi, a lawyer who primarily practiced in real estate. Mr. Naqvi rented office space from Chandra's husband, who owned a real estate brokerage and would refer clients to Mr. Naqvi. The Fourth Will split Reka's estate equally among his four surviving children and omitted Bryan and Amadai completely.

Mr. Naqvi met with Reka twice to draft the Fourth Will, in March and May 2022. He gave evidence that his notes from those meetings reflected his view that Reka had capacity and understood that he was "dispossessing" Bryan and Amadai. Mr. Naqvi drafted the Fourth Will for free and did not complete a reporting letter.

Bryan and Amadai brought an application to object to Chandra's application for a Certificate of Appointment and to challenge the validity of the Fourth Will on several grounds, including undue influence, duress, fraud, and lack of testamentary capacity. Notably, they also argued that Mr. Naqvi was in a conflict of interest owing to his business association with Chandra's husband.

The Application Judge's Decision

The application judge found that Reka had capacity to execute the Fourth Will and there was no undue influence or duress.

The application judge further rejected the evidence of Bryan and Amadai's handwriting expert, who concluded that the signature on the Fourth Will did not match that on the Second and Third Wills, holding that this would require "significant fraud" on each of Chandra, Mr. Naqvi, and Mr. Naqvi's assistant's parts.

While acknowledging the potential for a conflict of interest between Mr. Naqvi and Reka, the application judge found it had been "overcome" by the fact that there were no divided loyalties between him and Reka, they did not know each other prior to their first meeting, and there was no evidence of influence by Chandra or her husband.

The Decision of the Ontario Court of Appeal

Bryan and Amadai appealed the decision, arguing, among other points, that the application judge erred in concluding that there was insufficient evidence of suspicious circumstances to displace the assumption that the Fourth Will was valid.

The Ontario Court of Appeal allowed Bryan and Amadai's appeal and found that the Fourth Will was invalid. Significantly, it held that the application judge's dismissal of Mr. Naqvi's conflict of interest was fundamentally a legal error.

Suspicious Circumstances and Conflicts of Interest

Citing *Vout v. Hay*, [1995] 2 S.C.R., 876, and *Dujardin v. Dujardin Estate*, 2018 ONCA 597, the court noted that Chandra had the onus of proving that the Fourth Will was properly executed and Reka knew and approved of its contents.

While there is a presumption of knowledge and approval, as well as testamentary capacity, this presumption can be rebutted where there are suspicious circumstances surrounding the will's preparation, casting doubt on the testator's capacity, or demonstrating that the testator's free will was compromised by coercion or fraud.

The court further highlighted that the burden of proving suspicious circumstances is low and requires merely some evidence which, if accepted, would "tend to negative knowledge and approval or testamentary capacity".

As noted, Mr. Naqvi rented space in the building owned by Chandra's husband, who also referred real estate files to Mr. Naqvi. The court found that this arrangement conferred a "financial benefit" on Mr. Naqvi. The fact that Mr. Naqvi did not charge Reka for preparing the Fourth Will nor prepared a reporting letter for Reka further compounded the conflict of interest.

Moreover, the court noted that a "conflict of interest, by definition, results in divided loyalties", and the application judge's finding that there were no divided loyalties between Mr. Naqvi and Reka was an error of law. Accordingly, it was irrelevant that Mr. Naqvi and Reka had not met prior to their first meeting in March 2022.

The Ripple Effects of the Conflict of Interest

The Handwriting Evidence

This conflict of interest had a far-reaching impact on the remainder of the case. As noted above, the application judge rejected the uncontradicted conclusion of Bryan and Amadai's handwriting expert that the signature on the Fourth Will did not match Reka's prior signatures. The Court of Appeal, however, did not agree with that rejection.

The application judge relied on *Ward v. Anderson Estate*, 2021 ONSC 8337, for the proposition that a solicitor would not risk his reputation and professional status to engage in fraud; however, as the Court of Appeal noted, the solicitor in *Ward* was acting appropriately. In contrast, Mr. Naqvi had an undisclosed conflict of interest, drafted the will for free, did not send a reporting letter, and failed to take the care required of a drafting solicitor to adequately draft and review the will, as discussed below.

The conflict of interest and the handwriting expert's findings, both alone and taken together, satisfied the burden of proving suspicious circumstances and were sufficient to revert the onus back to Chandra to prove the validity of the Fourth Will.

Chandra's Failure to Meet the Burden of Proof

Now bearing the onus, Chandra failed to demonstrate reliable evidence to support that Reka knew and approved of the contents of the Fourth Will. Significantly, the application judge's reliance on Mr. Naqvi's evidence to conclude that Reka knew and approved was found to be "misplaced". The Court of Appeal highlighted several other reasons for this finding, along with Mr. Naqvi's conflict of interest:

- Mr. Naqvi admitted that the Fourth Will had errors, including a provision about skydiving and the arrangement of an "ash dive" if Reka was still skydiving before his death, despite the fact that this was an activity Reka had never done in his life.

- Mr. Naqvi admitted to not reviewing the entirety of the Fourth Will with Reka before he signed it, instead highlighting only the clauses he deemed “important”.

- Critically, Mr. Naqvi’s March 2022 notes from his meeting with Reka stated that Reka wanted to leave nothing to Bryan and Amadai because they treated him “really badly after they left the house”. However, Bryan and Amadai did not move out of Reka’s house until May 2022, two months after these purportedly contemporaneous notes were alleged to have been taken. While the Court of Appeal noted that this could have resulted from errors on Reka’s or Mr. Naqvi’s part, or alteration or backdating by Mr. Naqvi, in any case, it was clear that the purported reason for Reka to disinherit Bryan and Amadai could not be correct.

Accordingly, the court discounted reliance on Mr. Naqvi’s notes on account of not only the conflict of interest, but also the sloppy drafting, inadequate review, and inconsistencies with reality. Unable to rely on these notes, Chandra could not meet her burden, and the Fourth Will was held invalid.

Practical Takeaways

Referrals can power practices in the trust and estates realm, but when the referral is a steady source of files or otherwise financially entwined with an interested party, these retainers can become high risk.

The Court of Appeal’s decision in *Anroop* points to several practices that can help prevent a referral from becoming an evidentiary vulnerability:

1. **Screen referral-linked conflicts early**. If the referral source is an interested party or closely tied to one, such as the husband of the will’s propounder as in *Anroop*, identify this from the outset and evaluate whether the retainer should be taken.

2. **Restore demonstrable independence**. Separate the referral source completely from the retainer. If this is not possible or if there is doubt as to independence, decline to act.

3. **Paper the file in anticipation of litigation**. Take robust notes of everything, send an engagement letter confirming the retainer and fees, and deliver a detailed reporting letter. If fees are to be discounted or waived, document why.

Anroop serves as a cautionary tale: the risks of these kinds of retainers can quickly crystallize to become suspicious circumstances, rebut the presumption of validity and, in severe cases like this, compromise the drafting lawyer’s credibility to such an extent that the burden of proof becomes insurmountable. Taking proactive steps early in a retainer can help to not only mitigate these risks but also maintain and protect a lawyer’s professional reputation.

Aleida Prinzen
Associate Lawyer