

**IN THE COURT OF APPEAL OF MANITOBA**

*Coram:* Chief Justice Marianne Rivoalen  
Madam Justice Lori T. Spivak  
Madam Justice Anne M. E. Turner

***BETWEEN:***

<b><i>DIALA CHAABAN</i></b>	)	<b><i>M. Houhou</i></b>
	)	<i>on his own behalf</i>
<i>(Petitioner) Respondent</i>	)	
	)	<b><i>J. D. Ramsay</i></b>
<i>- and -</i>	)	<i>for the Respondent</i>
	)	
<b><i>MUSBAH HOUHOU</i></b>	)	<i>Appeal heard and</i>
	)	<i>Decision pronounced:</i>
<i>(Respondent) Appellant</i>	)	<b><i>February 6, 2024</i></b>

**RIVOALEN CJM** (for the Court):

[1] The respondent, Musbah Houhou (Mr. Houhou), appealed the final order of the motion judge, which was pronounced on March 8, 2023, and signed on May 16, 2023. After hearing the appeal, we dismissed it with brief reasons to follow. These are those reasons.

[2] The motion judge granted Mr. Houhou's request to enforce the settlement reached (the settlement) at a judicially assisted dispute resolution conference (JADR) pursuant to MB, *Court of King's Bench Rules*, Man Reg 553/88, r 49.09 [*KB Rules*]. Mr. Houhou relied on the detailed JADR memorandum prepared by the JADR judge on April 12, 2022, in support of his motion. Mr. Houhou had also moved, in the alternative, that the motion judge grant summary judgment in accordance with the terms of the settlement.

[3] At the conclusion of the motion hearing, the motion judge granted relief under the *Divorce Act*, RSC 1985, c 3 (2nd Supp), *The Law of Property Act*, CCSM c L90, *The Family Property Act*, CCSM c F25, *The Court of King's Bench Act*, CCSM c C280, and the *KB Rules*. The motion judge directed the parties to draft their own terms of the final order and serve the other party. Draft forms of orders and emails were exchanged between the parties. The parties then appeared before the motion judge on May 16, 2023, to settle the terms of the final order.

[4] The motion judge heard from the parties and carefully went through the draft form of the final order on a line-by-line basis. Ultimately, the motion judge made certain changes and signed the final order on May 16, 2023.

[5] In doing so, Mr. Houhou argues that the motion judge varied and omitted certain terms of the settlement and, therefore, exceeded his jurisdiction. Further, Mr. Houhou submits that the motion judge misdirected himself on the law and/or committed palpable and overriding errors on questions of fact or mixed fact and law. Mr. Houhou further argues that the motion judge's changes caused an injustice to him.

[6] Counsel for the petitioner, Diala Chaaban (Ms. Chaaban), conceded at the appeal hearing that there is a typographical error in para 9.1.6 of the final order. The numbered corporation referred to in that paragraph should be 6655505 Canada Ltd. Otherwise, Ms. Chaaban submits that the motion judge did not err.

[7] We cannot agree with Mr. Houhou's submissions.

[8] We have carefully considered Mr. Houhou's oral submissions and written materials, the record, and Ms. Chaaban's response.

[9] In our view, the motion judge made changes to the final order to give meaningful context to the settlement. These changes did not alter the settlement and did not go unreasonably beyond the terms reached by the parties. We have found no reviewable error on the law or the facts. The motion judge deleted certain paragraphs, added paragraphs and changed certain wording to give effect to the settlement, and he was careful to ensure that he had jurisdiction to pronounce all of the terms of the final order. The parties had agreed at the JADR that a comprehensive settlement agreement would be signed along with the final order. The motion judge's changes were neither clearly wrong nor an injustice; to the contrary, they were a proper exercise of his judicial discretion.

[10] Accordingly, the appeal was dismissed with costs in favour of the Ms. Chaaban.

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Rivoalen CJM

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Spivak JA

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Turner JA