

## NOTICE OF PUBLICATION BAN

In the College of Physicians and Surgeons of Ontario and Dr. Yadvinder Singh Dhaliwal, this is notice that the Discipline Committee ordered that no person shall publish or broadcast the identity of the complainants or any information that could disclose the identity of the complainants pursuant to subsection 45 (3) of the *Health Professions Procedural Code* (the Code), which is Schedule 2 to the *Regulated Health Professions Act, 1991*.

Subsection 93 of the Code, which is concerned with failure to comply with these orders, reads:

93(1) Every person who contravenes an order made under section 45 is guilty of an offence and on conviction is liable to a fine of not more than \$10,000 for a first offence and not more than \$20,000 for a subsequent offence.

**Indexed as: Dhaliwal (Re)**

**THE DISCIPLINE COMMITTEE OF THE COLLEGE  
OF PHYSICIANS AND SURGEONS OF ONTARIO**

**IN THE MATTER OF** a Hearing directed  
by the Complaints Committee of  
the College of Physicians and Surgeons of Ontario  
pursuant to Section 26(2) of the Health Professional Procedural Code,  
being Schedule 2 of the *Regulated Health Professions Act*,  
*1991*, S.O. 1991, c. 18, as amended.

**B E T W E E N:**

**THE COLLEGE OF PHYSICIANS AND SURGEONS OF ONTARIO**

**- and -**

**DR. YADVINDER SINGH DHALIWAL**

**PANEL MEMBERS:**

R. SANDERS (CHAIR)  
DR. Y. DEBUDA  
DR. F. SLIWIN  
J. ASHMAN  
DR. J. DOHERTY

**PUBLICATION BAN**

Hearing dates:	October 9-10, 2003
Decision/ Release date:	October 10, 2004
Decision on Penalty/Release date:	January 15, 2004

## **DECISION AND REASONS FOR DECISION**

The Discipline Committee of the College of Physicians and Surgeons of Ontario heard this matter at Toronto on October 9 and 10, 2003. At the conclusion of the hearing, the Committee stated its finding that the member committed professional misconduct and reserved its penalty order with written reasons to follow.

## **PUBLICATION BAN**

The Discipline Committee ordered that no person shall publish or broadcast the identity of the complainants or any information that would disclose the identity of the complainants pursuant to subsection 45 (3) of the *Health Professions Procedural Code* (the “Code”), which is Schedule 2 to the Regulated Health Professions Act, 1991.

## **ALLEGATION**

The Notice of Hearing alleged that Dr. Dhaliwal committed an act of professional misconduct:

1. as defined in paragraph 1(1)(33) of Ontario Regulation 856/93 made under the *Medicine Act* for an act or omission relevant to the practice of medicine that, having regard to all the circumstances, would reasonably be regarded by members as disgraceful, dishonourable or unprofessional.

## **RESPONSE TO THE ALLEGATION**

As stated in the Agreed Statement of Facts and Admission set out below, Dr. Dhaliwal admitted to allegation 1 in the Notice of Hearing.

## **EVIDENCE**

An Agreed Statement of Facts and Admission (Statement of Facts) was filed as an exhibit and presented to the Committee. We refer to the documents in the Statement of Facts by tab number in these reasons.

**FACTS****PATIENT A**

Dr. Yadvinder Singh Dhaliwal is a family physician who has been authorized to undertake independent practice in Ontario since 1985.

Patient A was a patient of Dr. Dhaliwal's from December 14, 1992 to May 7, 2001. In or about March, 2001, patient A received a telephone call from Dr. Dhaliwal requesting that patient A come in to see him, as it had been a while since his last appointment. During that conversation, Dr. Dhaliwal asked patient A for a loan of \$7,000.00 for a special project. As patient A was on a disability pension, Dr. Dhaliwal suggested that the money could be borrowed on a line of credit.

Further to this request, on or about March 30, 2001, patient A wrote two cheques payable to \_\_\_\_\_ Estates: one cheque in the amount of \$5,000.00 and the other for \$2,000.00. Copies of the cancelled cheques are found at Tab 1. In return, Mrs. Dhaliwal executed and gave patient A a postdated cheque dated April 27, 2001 in the amount of \$7,000.00. On April 27, 2001, patient A deposited the \$7,000.00 cheque. On April 30, 2001, the bank advised that the cheque was returned due to insufficient funds. Found at Tab 2 is a copy of the cheque returned N.S.F. Despite various requests for repayment by patient A, neither Dr. Dhaliwal nor Mrs. Dhaliwal repaid the monies owed. Patient A commenced a lawsuit in Small Claims Court and obtained judgment in the amount of \$7,085.00 on September 14, 2001.

As a result of a garnishment, patient A received full payment of the judgment. A cheque was issued from the Ministry of Health and Long Term Care for the full amount outstanding and mailed to a Small Claims Court in Ontario on or about October 15, 2001. A copy of the confirmation letter from the Ministry of Health and Long Term Care is found at Tab 3.

**PATIENT B AND PATIENT C**

Patient B and patient C were patients of Dr. Dhaliwal from approximately 1991.

Following a medical appointment with Dr. Dhaliwal on or about February 10, 2000, Dr. Dhaliwal asked whether patient B and patient C would loan him \$30,000.00 in order to assist in the expansion of

the medical centre. Dr. Dhaliwal promised that the loan would be repaid by the end of May, 2000 with 20% interest.

On February 15, 2000, a \$30,000.00 cheque was provided to the Dhaliwals. In return, Mrs. Dhaliwal and her company Javrasukh Inc. provided patient B and patient C with a promissory note, a copy of which is found at Tab 4. A short time after February 15, 2000, patient B and patient C received a telephone call from Mrs. Dhaliwal requesting a further loan in the amount of \$45,000.00. On or about April 4, 2000, patient B and patient C provided a further cheque in the amount of \$45,000.00. The original promissory note from Mrs. Dhaliwal and Javrasukh Inc. was amended to include this further amount. A copy of the amended note signed by Mrs. Dhaliwal is found at Tab 5.

On April 13, 2000, patient B and patient C were repaid \$18,000.00 of the loan by Mrs. Dhaliwal, leaving a principal balance of \$57,000.00. On May 30, 2000, patient B and patient C did not receive the balance of the loan. After many telephone calls from patient B and patient C to Dr. and Mrs. Dhaliwal, Mrs. Dhaliwal provided patient B and patient C with a postdated cheque, dated June 17, 2000, in the amount of \$61,750.00. A copy of the cheque is found at Tab 6.

On June 16, 2000, patient B and patient C received a telephone call from Mrs. Dhaliwal asking them not to cash the cheque as it would be returned N.S.F. as mortgages on the property Javrasukh Inc. sought to finance had not come through yet. Mrs. Dhaliwal advised them that the cheque would be cashable on July 31, 2000.

Patient B and patient C received a letter dated August 30, 2000 from Mrs. Dhaliwal stating that the loan of \$57,000.00 plus interest would be paid on or before November 18, 2000. A copy of the letter is found at Tab 7. This commitment was not met.

On January 24, 2001, patient B and patient C received a letter signed by Dr. Dhaliwal and Mrs. Dhaliwal, a copy of which is found at Tab 8, stating that a minimum payment of \$5,000.00 would be made by the middle of February, 2001 and that all interest would be paid up by the end of March, 2001. On March 13, 2001, \$5,000.00 was deposited in patient B and patient C's bank account. On July 3, 2001, a further \$5,000.00 to cover the interest on the loan was deposited in patient B and patient C's bank account.

On July 26, 2001, patient B and patient C met with Dr. Dhaliwal and received a handwritten note from Dr. Dhaliwal concerning a repayment plan of the outstanding \$57,000.00 plus interest, a copy of which is found at Tab 9. This letter described a variety of steps to be taken to effect repayment. On July 31, 2001, patient B and patient C received a typewritten letter from Dr. Dhaliwal, a copy of which is found at Tab 10. This letter stated that further refinancing steps were being taken by the Dhaliwals to effect repayment. On December 5, 2001, patient B and patient C received a telephone call from Dr. Dhaliwal stating that he would have the money to them by January 20, 2002.

On January 22, 2002, Dr. Dhaliwal attended at the home of patient B and patient C. Dr. Dhaliwal offered them a postdated cheque, but patient B and patient C stated that they wanted a certified cheque for the balance of the loan and that they would give him until February 15, 2002 to repay the loan. On February 15, 2002, Dr. Dhaliwal called and begged patient B and patient C for a 48-hour extension.

On March 4, 2002, Dr. Dhaliwal attended at the home of patient B and patient C and gave them a cheque in the amount of \$5,000.00. Dr. Dhaliwal had asked them not to cash the cheque as he was waiting for his line of credit from the bank to go through. On March 21, 2002, patient B and patient C were advised by their bank that there were still no funds to cover the cheque provided by Dr. Dhaliwal on March 4, 2002.

On or about April 2, 2002, patient B and patient C commenced a civil action against Mrs. Dhaliwal, Javrasukh Inc. and Dr. Dhaliwal for repayment of the outstanding amounts owing under the two loans. Minutes of Settlement were entered into in this civil action whereby patient B and patient C received a collateral mortgage on the property to secure the debt owing. A copy of the Minutes of Settlement is found at Tab 11.

The sale of the property has now closed, and patient B and patient C have a registered collateral mortgage, which is a fourth mortgage on the property. The purchaser of the property is in default and legal proceedings have been commenced. At this time, it is not known if patient B and patient C will recover any funds on their collateral mortgage.

The effect on patient B and patient C is described in their hand written impact statement dated September 13, 2003 at Tab 12 of Exhibit #3. The impact statement has been typed and attached hereto as Appendix A.

#### **PATIENT D**

Patient D has been a patient of Dr. Dhaliwal since approximately October, 1998.

In November, 1998, patient D received a telephone call at his office from Dr. Dhaliwal requesting that patient D come in to see him. When patient D attended at Dr. Dhaliwal's office, Dr. Dhaliwal told him that he had purchased the building where his office was located and needed some financial help for a short period of time. Dr. Dhaliwal asked if patient D could loan him \$30,000.00 for one month.

On December 2, 1998, patient D provided a certified cheque in the amount of \$30,000.00 payable to Dr. Dhaliwal. A copy of the cheque is found at Tab 13. On the same day, patient D was provided with two cheques: a postdated cheque dated January 30, 1999 in the amount of \$30,000.00 and a cheque in the amount of \$1,000.00 representing interest on the loan. Both cheques were signed by Mrs. Dhaliwal.

Prior to January 30, 1999, patient D was asked not to cash the cheque as the financing for the building had not yet come through. In or about June, 1999, patient D deposited the \$30,000.00 cheque. A few days later, he received notification from his bank that a stop payment had been placed on the \$30,000.00 cheque by Mrs. Dhaliwal. Found at Tab 14 is a copy of the cheque dated January 30, 1999 and notification from the bank of the stop payment.

In or about July, 1999, patient D requested repayment of the \$30,000.00 loan in order to purchase furniture and appliances for a new home. It was suggested to patient D that the Dhaliwals would pay the monthly interest on his new \$30,000.00 line of credit. Dr. Dhaliwal paid the interest charges on the line of credit in August and November, 2000. Two cheques signed by Mrs. Dhaliwal (dated May 8 and September 21, 2000) were returned N.S.F. Thereafter, the Dhaliwals paid four months interest in cash. Found at Tab 15 are copies of the cheques with respect to the interest.

In December, 2001, following patient D's complaint to the College of Physicians and Surgeons of Ontario, the Dhaliwals paid \$10,000.00 in partial repayment of the loan. A copy of the branch draft purchaser's receipt is found at Tab 16. patient D commenced civil proceedings and in June, 2002, obtained a court order for \$33,000.00 including interest and costs. The Dhaliwal's have made no further payment to patient D.

#### **PATIENT E**

Patient E has been Dr. Dhaliwal's patient from approximately June, 1997 and has done computer work for Dr. Dhaliwal, for which he was paid.

In or about July, 2001, patient E received a telephone call from Dr. and Mrs. Dhaliwal asking him for a loan as they were expanding the present building into a medical centre. On August 21, 2001, patient E provided a cheque in the amount of \$5,000.00, patient E was provided with a promissory note, a copy of which is found at Tab 17, signed by Dr. Dhaliwal and Mrs. Dhaliwal confirming that the loan would be repaid by December 1, 2001, with 8% interest.

The loan was not repaid by December, 2001. Throughout January and February, 2002, patient E attempted to contact Dr. Dhaliwal to obtain repayment. Dr. Dhaliwal did not repay the loan. Patient E commenced a Small Claims Court action and obtained judgment. A certified cheque was deposited with the court on January 15, 2003 repaying patient E in full. A copy of this Acknowledgment of payment signed by patient E is found at Tab 18.

#### **PATIENT F AND PATIENT G**

Patient F and patient G have been patients of Dr. Dhaliwal since approximately 1990.

During a medical appointment, in or about April, 1999, Dr. Dhaliwal told patient F and patient G that he wanted to expand his medical building and purchase new x-ray equipment. A couple of days later, Dr. Dhaliwal called the home of patient F and patient G and spoke to patient F's father. Dr. Dhaliwal asked patient F's father to speak to patient F and patient G about loaning Dr. Dhaliwal some money for a couple of weeks. Dr. and Mrs. Dhaliwal attended at the home of patient F and patient G to discuss the loan.



On April 12, 1999, patient G obtained a money draft in the amount of \$30,000.00 payable to Dr. Dhaliwal, a copy of which is found at Tab 19. In return, Dr. and Mrs. Dhaliwal provided patient F and patient G with a promissory note promising to pay the loan by May 30, 1999, a copy of which is found at Tab 20. On April 23, 1999, while patient F was attending for a medical appointment, Dr. Dhaliwal told him that he needed a little bit more help and asked if he could lend him some more money. On May 26, 1999, patient F loaned a further \$5,000.00 to the Dhaliwals. The promissory note was amended to include the further \$5,000.00, which was to be repaid by June 30, 1999. A copy of the amended promissory note is found at Tab 21.

On June 30, 1999, patient F and his father attended at Dr. Dhaliwal's office to get paid. The Dhaliwals asked them to wait one more month, to which they agreed. On February 21, 2000, in response to a request for a further loan, patient F and patient G cashed a GIC in the amount of \$15,000.00 and provided a money order to Mrs. Dhaliwal, a copy of which found at Tab 22. At the time the Dhaliwals represented that they were flying to Europe to sell some property in order to repay the loan. Upon the Dhaliwals' return from Europe, Dr. Dhaliwal stated that the property had been sold and that the Dhaliwals were expecting funds to be transferred shortly.

In May, 2000, patient F attended at Dr. Dhaliwal's office, at which time Mrs. Dhaliwal provided him with a postdated cheque in the amount of \$57,050.00 dated October 30, 2000, a copy of which is found at Tab 23. On October 29, 2000, Mrs. Dhaliwal called patient F and patient G and asked them not to cash the cheque as it would be returned N.S.F. On September 6, 2001, Dr. Dhaliwal advised patient F and patient G that he would be receiving money from Europe and provided them with a cheque in the amount of \$63,000.00, dated November 15, 2001, a copy of which is found at Tab 24. The cheque was deposited but was returned N.S.F.

At this time, the full amount of the loan, plus interest, has been repaid to patient F and patient G. A letter dated May 14, 2003, to the College of Physicians and Surgeons of Ontario confirms this repayment. A copy of the letter is found at Tab 25.

## **ADMISSION**

On the basis of the facts in the Statement of Facts, Dr. Dhaliwal admits that he has committed professional misconduct under paragraph 1(1) 33 of Ontario Regulation 856/93 of the *Medicine Act*,

1991, in that he has engaged in an act or omission relevant to the practice of medicine that, having regard to all the circumstances, would reasonably be regarded by members as disgraceful, dishonorable or unprofessional.

## **FINDING**

The Committee accepted the facts set out in the Agreed Statement of Facts and Admission. Having regard to these facts and Dr. Dhaliwal's admission, the Committee made the finding that Dr. Dhaliwal committed professional misconduct:

- under paragraph 1(1)33 of Ontario Regulation 856/93 of the *Medicine Act, 1991* (O. Reg. 856/93) in that he has engaged in an act or omission relevant to the practice of medicine that, having regard to all the circumstances, would reasonably be regarded by members as disgraceful, dishonourable or unprofessional.

## **PENALTY DECISION AND REASONS**

It is well recognized that there is an imbalance of power in the doctor-patient relationship. Dr. Dhaliwal abused that power in order to enhance his own financial ambitions. He exploited his patients to their financial detriment. Several were victims of Dr. Dhaliwal's financial ambitions.

Dr. Dhaliwal abused his power over these patients for a prolonged period of time, lasting more than four years. Commingling of business and personal finances was pervasive. The Committee was not persuaded by defense counsel's assertion that Dr. Dhaliwal was simply a bad businessman.

The Committee found that Dr. Dhaliwal was not a credible witness. Although he said he was sorry, the Panel did not believe that his evidence was sincere. He testified that, although legally he was not obligated to repay any borrowed monies from his patients, he was determined to do so, and said he would be able to do so over an eighteen-month interval. Dr. Dhaliwal had previously made only limited repayments to some of his patients, and then only under threat of legal action.

The breach of trust was extraordinary. Dr. Dhaliwal borrowed money from an elderly couple, one of whom was on disability pension, and the other on a fixed income. The Committee was unimpressed by the member's testimony that they could well afford to lend him the money.

Dr. Dhaliwal consistently failed to accept responsibility in any meaningful sense. He continued to borrow money, even when he knew, or ought to have known, that his financial structures and endeavors were collapsing. Dr. Dhaliwal did not share his financial conditions with his patient lenders. The Committee was convinced that large sums of borrowed money were used to support an extravagant lifestyle. In his bankruptcy affidavit Dr. Dhaliwal indicates estimated living expenses of over sixteen thousand dollars (\$16,000.00) per month.

Dr. Dhaliwal showed no genuine remorse during his testimony, in spite of his admission to professional misconduct. He seemed unmoved by the financial misery he has inflicted on his patients. This misery is clearly enunciated by patient B and patient C's impact statement at appendix A of this decision.

The Committee believes that the following penalty will serve as a specific deterrent and utilizes the member's own statement of desire to repay the patient loans of patient B, patient C and patient D, and the member's statement of the time interval necessary for repayment. The lending of money by patients to their physician in and of itself does not constitute professional misconduct. If a financial agreement of this sort is entered into, it must be accompanied by sound legal safeguards in order to protect the patient and, therefore, the public.

## **ORDER**

Therefore, the Committee orders and directs that:

1. Dr. Dhaliwal shall attend before the panel to be reprimanded, such reprimand be recorded on the register.
2. The Registrar suspend Dr. Dhaliwal's certificate of registration for ten (10) months. The first four (4) months of the suspension to begin on a date to be fixed by the Registrar. The second six (6) months of the suspension shall be eighteen months after completion of the four (4) month suspension. The second six-month suspension shall be suspended if he complies with the following terms and conditions.
  - (i) Dr. Dhaliwal makes restitution to patient B and patient C in the amount of seventy five thousand dollars (\$75,000.00).

- (ii) Dr. Dhaliwal makes restitution to patient D in the amount of thirty three thousand dollars (\$33,000.00).
  - (iii) Dr. Dhaliwal provide proof to the satisfaction of the Registrar that full payment to these patients has been made prior to the start date of the six (6) month suspension.
  - (iv) Dr. Dhaliwal satisfactorily complete an Ethics course approved by the Registrar, at his expense, and provides proof that he has completed the course to the satisfaction of the Registrar by December 1, 2005.
3. It is the intention of the Committee that Dr. Dhaliwal serve the full ten (10) month period of suspension if for any reason he is unable to make restitution to the patients whether because of his bankruptcy or for any other reason.
  4. The Committee further orders that Dr. Dhaliwal pay five thousand dollars (\$5,000) towards the cost of these proceedings.

**APPENDIX A****Victim Impact Statement of patient B and patient C from Exhibit 3 Tab 12**

(Typed from handwritten copy)

September 15, 2003

It's hard to believe by just looking at you and knowing what you've done to us, that we actually trusted and respected you at one time. We lent you money because you asked for it, because you desperately needed it for such a short period of time (a few months you said) because we liked you and wanted to help you succeed, but most of all because you were our doctor and we trusted you. We had so much faith and confidence in you we couldn't possible imagine that you would ever consider not paying us back. After all you were the man we trusted with our health and well being. In fact our very life! We really looked up to you. We held you in such high esteem.

It makes me ill to look at you and remember the pain and suffering you've caused. Even though your name and signature appear on 16 different documents, and we have a cassette of your voice acknowledging the stress we're under – you're not even man enough to take responsibility for your own actions. We see you as nothing more then a cowardly shell hiding behind his wife. You've become a master at deception. It's shameful and disgusting! You borrowed this money. You must pay it back. You must! You owe it to us!

This is not spare money we lent you. It was our livelihood. It has now grown to more then \$100,000.00; and the "few months" you borrowed it for, have become three long difficult years. I'm on a disability pension – a disability very much aggravated by stress and you know full well as a doctor that stress can have serious health implications. My husband is retired and on a fixed income. We were counting on that money to live on. We're not a financial institution capable of writing this money off. We have no way to recuperate this money or the loss of income from it. You have taken 3 years out of our lives and caused us unnecessary and unbearable stress and financial hardships. We tried for two whole years to resolve it amicably, but when our emotional and physical health began to deteriorate, you left us no choice but to pursue legal avenues and report you to the College. We gave you so many chances to make it right. We even wrote you a letter January 21<sup>st</sup>/02, hoping you'd come to your senses. You placed us in an awkward embarrassing and heart wrenching position. While we were fighting for the return of our money with you, you and your entire family went on at least 3

holidays that we know of, you were living in a penthouse apartment and you were in the process of buying a luxury town house, your 3 children were enrolled in one of the finest private schools in Toronto, you were dining atop the C.N. Tower and we were sick with worry, not sleeping properly, doing without, watching the price of gas and cutting coupons to save money. How dare you! We are not vindictive, mean – spirited people. We are good, honest, kind hearted, trusting people and we wanted to help you out because you asked us and because you needed us and because we wanted you to succeed “because you were our doctor”.

And you Dr. Dhaliwal took this very sincere act of kindness and with you hypocritical [sic] oath in your back pocket, you wiped your soiled & muddy feet all over us. You’re a disgrace to the medical profession. You’re an embarrassment [sic] to your colleagues. You’ve dishonoured your parents. You’ve tarnished your race. Your credibility and reputation have been stained. You’re well on your way to leaving your children a legacy of deceit. And finally you’ve harmed and broken the spirit of at least two former patients who once had the utmost trust and respect for you.

You acted in a highly unprofessional and unethical manner – contrary to what you learned in medical school. You’ve made no attempt to repay or show willingness for restitution.

All you’ve done thus far is drive our legal costs up and carry on with bigger and better lies. As far as we’re concerned, what you’ve done is criminal and smells of fraud. You’ve become a threat to your patients. We believe your only regret is that you got caught.

There has to be some small part of you with a conscience, that still recognizes right from wrong. We can’t lose this money! We will continue to feel the repercussions for the rest of our lives. We continue to suffer on a grand scale by the damage you’ve caused us.

The fear and uncertainty of a 2 tier health care system and not having the money to pay for extra health care benefits weighs heavily on our minds.

Instead of wasting all that time and money fighting not to pay what you rightfully owe us – you could already have paid us all back

Patient C (signed)

Patient B (signed)