

FEDERAL COURT

BETWEEN:

HIS HIGHNESS PRINCE KARIM AGA KHAN

Plaintiff

and

NAGIB TAJDIN, ALNAZ JIWA, JOHN DOE and DOE CO. and all other persons or entities unknown to the plaintiff who are reproducing, publishing, promoting and/or authorizing the reproduction and promotion of the Infringing Materials

Defendants

SUPPLEMENTARY AFFIDAVIT OF NAGIB TAJDIN

I, Nagib Tajdin, of the City of Nairobi, Kenya, MAKE OATH AS FOLLOWS:

1. I am making this supplementary affidavit in support of my motion for summary judgment.
2. I commenced distributing the last edition of my publication of Farmans (hereinafter "Golden Edition") of the Aga Khan on December 13, 2009. On January 1, 2010, Shafik Sachedina (hereinafter "Sachedina") called me and asked me to withdraw the publication.
3. A week or so later, when I spoke with him, I informed him that as the Aga Khan had asked us to "continue the work" (distributing His Farmans) during a Mehmani ceremony in 1992, and He had given us Blessings for success in the undertaking, I had sent correspondence on January 4, 2010, to the Aga Khan seeking His Guidance respecting the issue. Attached hereto as Exhibit "A" is a copy of the said letter.
4. A few days later, Sachedina called me to tell me that he could not find the correspondence, and I told him that I had sent it through the Aga Khan Council in Nairobi, Kenya.

5. A short time after my conversation with Sachedina, I received a letter dated January 24, 2010, purportedly written by the Aga Khan (hereinafter "January Letter") as an attachment in an email from a secretary at the Aga Khan's secretariat. I note here that Sachedina is the head of the Aga Khan's secretariat. The January Letter was written in a harsh language and contained factual errors as well as addressed issues foreign to the content of my letter. Attached hereto as Exhibit "B" is a copy of the said letter.
6. I have been the founder and editor of the oldest and largest web site dedicated to the Aga Khan, and I have known first hand the style and ways of communicating of the Aga Khan. Over time, I have studied hundreds of speeches, interviews, Farmans and other communication by the Aga Khan. I have also been transcribing and translating many of them over the last 30 years.
7. Noting discrepancies in the January Letter purported to be from the Aga Khan, I decided to seek a credible expert in signature forgeries. I contacted Mrs. Graziella Petinatti, a qualified expert, to review and report on the authenticity of the January Letter. She signed a report on February 4, 2010, stating in her report that, "Given these numerous dissimilarities, we conclude that there is a **strong probability** that the disputed signature is a **forgery**." [emphasis original]. Attached hereto as Exhibit "C" is a copy of the said report.
8. I then contacted the co-defendant Alnaz Jiwa (hereinafter "Jiwa"), who is a lawyer practicing in Toronto, for advice and he suggested that as the matter was indeed serious, a second expertise was warranted to confirm the findings of forgery. The January Letter was then sent to Wendy Carlson, a qualified expert, for an independent review and analysis. She also confirmed in non equivocal terms that, "a different person authored the signature on the questioned document. Someone did indeed forge the signature of the Aga Khan ". Attached hereto as Exhibit "D" is a copy of the said report.

9. Having two expertises in hand confirming that the Aga Khan had not signed the January Letter, I asked Sachedina, who called me on February 17, 2010, why he had sent to me a letter purported to be from the Aga Khan with a forged signature. I told him that if he would not disclose to the Aga Khan about the forged signature, I would find a way to inform the Aga Khan of the forgery.
10. Sachedina reacted to me in a very aggressive manner, and threatened to ruin my reputation in the worldwide Jamat [community]. As the head of the Aga Khan's secretariat, and working with the Aga Khan on an ongoing basis, he is a man with enormous influence, and has lot of power in our community.
11. The next day, on February 18, 2010, in less then 24 hours after our phone conversation, I received by email, again another letter purported to be from the Imam, repeating that the first signature was not forged and reporting in almost the same sentences uttered by Sachedina in our previous conversation the previous day.
12. A lawsuit for copyright infringement was filed against me at the Federal Court on April 6, 2010, and was similar in content to the January Letter purported to be from the Aga Khan. The statement of claim did not refer to the letters sent to me. Upon filing the statement of claim, it was circulated widely to thousands of Ismailis worldwide by way of mass email campaign the same day it was filed in court, and also publicized through an Ismaili journalist, who operates a news reporting web site out of Vancouver.
13. Strangely, the mass circulation of the statement of claim was made even before it was personally served on the defendants. In fact, it was served on me almost a month after, and only after I served and filed my statement of defence, although my whereabouts were well known to Sachedina, and the Aga Khan Secretariat.

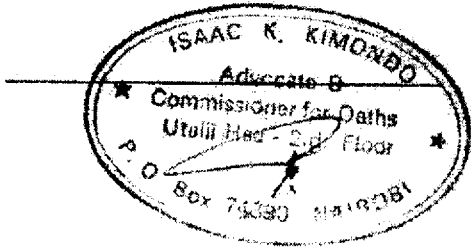
14. Announcements of the litigation were read in all Jamatkhana [Places of Prayers] of countries where I was known, confirming to me that the threats made by Sachedina to ruin my reputation was fulfilled by Sachedina.
15. On May 14, 2010, I received from the counsel of the plaintiff, a photocopy of an Affirmation purported to have been signed in Boston by the Imam in front of a Notary. Surprisingly, counsel for the plaintiff in his email served the Affirmation with threats to circulate it widely, and also stated that the Aga Khan signed the Affirmation in the presence of a senior lawyer (although it was notarized by an unknown notary public), etc. Attached hereto as Exhibit "E" is a copy of said Affirmation.
16. These and other points aroused my suspicion on the authenticity of the Affirmation, as it is unlikely that the Aga Khan would instruct His lawyer to threaten us. I have followed the Aga Khan and His activities very closely, and I know that He does not act with such vengeance against anyone, let alone His own spiritual children.
17. More importantly, this action, and the Affirmation contradicted the Guidance and Blessings given to us by the Aga Khan in Montreal in 1992, based on which I have been openly publishing the Farmans since 1992.
18. The Aga Khan announced a visit to Toronto in the last week of May of 2010. I, therefore, wrote to the counsel of the plaintiff on May 16, 2010, to arrange a five minutes meeting with the Aga Khan to seek His direct instructions. I further committed in writing to abide by any instructions directly given to me by the Aga Khan.
19. On 25th of May, I flew to Toronto, all the way from Nairobi, Kenya. My only purpose was to be available to the Aga Khan for a 5 minutes meeting if he so chose. I emailed to the counsel for the plaintiff that I had arrived in Canada, and was available for a meeting, telling him, "I have already agreed to abide unconditionally

to whatever instructions / guidance the Imam will give me, but I need to hear them directly from the Imam."

20. Furthermore, the Aga Khan came and went without any meeting to give me instructions on the issues at stake. It became clear to me that the counsel was not able to arrange any meeting with the Aga Khan that he purports to represent.
21. The Affirmation purportedly signed by the Aga Khan declared that the Aga Khan was the plaintiff, that He had "personally" reviewed and approved the Statement of Claim and He had retained the firm Ogilvy Renault LLP to act as his solicitors. It further mentioned that the Aga Khan had written the letters which I knew from the expert opinions to have been forged. It also said the Aga Khan "never" consented to the publication of the book in question while I knew since 1992 that He himself had not only consented but also given blessing for the success of the publication.
22. I and the co-defendant Jiwa decided to retain another document and handwriting expert to analyze the January Letter and the Affirmation. The plaintiff's counsel initially refused to provide us the original Affirmation, and after persistently asking for it, he reluctantly agreed to release the original of the Affirmation upon Jiwa giving his undertaking that it would be returned within ten days.
23. Both these documents, along with about 20 known signatures were delivered to Mr Graham P. Ospreay, a highly qualified and experienced expert, for analysis, who subsequently gave his report confirming that the Aga Khan had not signed the two documents in question. Attached hereto as Exhibit "F" and "G" are copies of the said reports.
24. All of the experts retained by us have confirmed that the signatures purporting to be that of the Aga Khan were forged. To date, no real signature of the Aga Khan, the named Plaintiff, can be seen on any document related to this lawsuit.

25. I have on two occasions asked the counsel for the plaintiff for information pertaining to the signing of the Affirmation, and he has not yet given me that information. Attached hereto as Exhibit "H" is a copy of the emails between us.
26. I have therefore decided to bring a motion to seek the dismissal of the Statement of Claim, because as far as I am concerned, the Aga Khan has personally given us His consent and Guidance to continue "this work", and gave us Blessings for the success of the work on August 15, 1992, in Montreal, and based on His Blessings and Guidance I have been abiding by His Farman personally made to us, and will only cease the activities if the Guidance to cease is directly given to me by the Aga Khan.

SWORN at the City of Nairobi,
in Kenya
this 16 day of June, 2010



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Nagib Tajdin

FEDERAL COURT

BETWEEN:

HIS HIGHNESS PRINCE KARIM AGA KHAN
Plaintiff

and

NAGIB TAJDIN, ALNAZ JIWA, JOHN DOE and DOE CO. and all others
persons or entities unknown to the plaintiff who are reproducing,
publishing, promoting and/or authorizing the reproduction and promotion
of the Infringing Materials.

Defendants

SUPPLENENTARY AFFIDAVIT OF
NAGIB TAJDIN sworn on June 16, 2010

Nagib Tajdin
c/o 37 Sandiford Dr.
Suite 205
Stouffville, ON
L4A 7X5

nagib@tajdin.com