

Court holds that entering into a Peace Bond bars civil claim against police

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On October 16, 2025, the Ontario Superior Court of Justice released its decision in *Diamond v. His Majesty the King in Right of Ontario*, [2025 ONSC 5831](#). This decision confirms that when an accused enters into a Peace Bond in exchange for the withdrawal of a criminal charge, this will bar any claim for false arrest or negligent investigation later brought by that accused. In addition, the decision highlights that an utterance made by a complainant may furnish police with reasonable and probable grounds to lay a charge.

Background

On December 2, 2017, the plaintiff's then-husband called 911 to report that the plaintiff was wielding a knife and threatening to kill herself at their home. Officers of the Ontario Provincial Police (OPP) were dispatched to the scene. The officers attempted to speak separately to the plaintiff and her husband, but the plaintiff was non-cooperative. Meanwhile, the husband advised an officer that while the plaintiff had not touched him with the knife, she had punched him "approximately 10 times in the arms/shoulder area." The officer asked the husband to remove his jacket so that he could examine his injuries, while informing him that the OPP domestic violence policy required him to proceed with charges for a domestic assault even if the victim did not want to proceed. The husband then ceased cooperating, but the officers nonetheless arrested the plaintiff and charged her with assault.

Twenty days later, the assault charge was withdrawn with the agreement of the Crown after the plaintiff, through her criminal counsel, voluntarily entered into a Peace Bond. The plaintiff then sued the Provincial Crown for false arrest and negligent investigation, alleging that the assault charge against her should never have been laid.

The trial decision

The court dismissed the plaintiff's claim, finding that the officers had reasonable and probable grounds to charge the plaintiff with assault, and that the subsequent criminal proceeding had not terminated in the plaintiff's favour.

The court held that the officer’s five-minute conversation with the plaintiff’s husband, in which he stated that she had punched him, provided sufficient grounds for a charge of assault to be laid, even though officers did not attempt to interview the plaintiff after that statement was made. There was no obligation for the officers to exhaust all possible routes of investigation or inquiry to form reasonable and probable grounds, especially given that the plaintiff had declined to cooperate when they initially arrived at the residence.

Moreover, and in any event, the Court noted that the withdrawal of the charge in exchange for a Peace Bond did not constitute a resolution of the charge in the plaintiff’s favour. The Court rejected the argument that the plaintiff was not advised by her criminal lawyer that entering into a Peace Bond might preclude from seeking civil redress, and that she would not have done so had she known this beforehand.

Commentary

This decision highlights the relatively low standard of proof required to form reasonable and probable grounds for a charge, which may consist solely of an utterance by a complainant. It also confirms that withdrawal of a charge in exchange for a Peace Bond is not the same as unconditional withdrawal, and will preclude a plaintiff from seeking damages for negligent investigation.

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