



Civil Resolution Tribunal

Date Issued: December 31, 2020

File: SC-2020-007275

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Singh v. Dhillon*, 2020 BCCRT 1471

B E T W E E N :

GURCHARN SINGH

APPLICANT

A N D :

GURPREET DHILLON

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Rama Sood

INTRODUCTION

1. This dispute is about a vehicle purchase. The applicant, Gurcharn Singh, says he paid the respondent, Gurpreet Dhillon, a \$5,000 deposit towards the purchase of a truck. Mr. Singh says the information Gurpreet Dhillon provided about the truck was

different from the information in a “spec sheet” he received after he paid the deposit. Mr. Singh seeks a deposit refund of \$5,000 from Gurpreet Dhillon.

2. Gurpreet Dhillon says the deposit was paid to the truck’s owner, who was not named as a party to this dispute. They also say the deposit was non-refundable.
3. The parties are each self-represented.

JURISDICTION AND PROCEDURE

4. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). Section 2 of the CRTA states that the CRT’s mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. In resolving disputes, the CRT must apply principles of law and fairness, and recognize any relationships between the dispute’s parties that will likely continue after the CRT process has ended.
5. Section 39 of the CRTA says the CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. Here, I find that I am properly able to assess and weigh the documentary evidence and submissions before me. Further, bearing in mind the CRT’s mandate that includes proportionality and a speedy resolution of disputes, I find that an oral hearing is not necessary in the interests of justice.
6. Section 42 of the CRTA says the CRT may accept as evidence information that it considers relevant, necessary and appropriate, whether or not the information would be admissible in a court of law. The CRT may also ask questions of the parties and witnesses and inform itself in any other way it considers appropriate.
7. Where permitted by section 118 of the CRTA, in resolving this dispute the CRT may order a party to do or stop doing something, pay money or make an order that includes any terms or conditions the CRT considers appropriate.

ISSUES

8. The issues in this dispute are:
 - a. Whether Gurpreet Dhillon is properly named as a party in this dispute, and
 - b. Whether Gurpreet Dhillon must refund all or some of the \$5,000 deposit to Mr. Singh.

EVIDENCE AND ANALYSIS

9. In a civil claim such as this, the applicant Mr. Singh must prove his claim, on a balance of probabilities. I have only referenced the evidence and submissions as necessary to give context to my decision.
10. The parties' respective roles in this dispute were difficult to follow from their submissions. Although neither party stated it directly, I find that Gurpreet Dhillon sells vehicles owned by Syndicate Logistics Ltd., which is not a party to this dispute. I also infer that Gurpreet Dhillon is an employee of Syndicate Logistics Ltd.
11. The parties agree that Mr. Singh was interested in purchasing a truck. The parties met on June 10, 2020 and discussed the truck's details. On June 11, 2020 Mr. Singh gave Gurpreet Dhillon a \$5,000 cheque as a deposit towards the purchase. The cheque was payable to Syndicate Logistics Ltd. Gurpreet Dhillon says Syndicate Logistics Ltd. was the truck's registered owner. Gurpreet Dhillon denies he received any money for the truck in his personal capacity. While Mr. Singh says the deposit was in the form of a cheque, Gurpreet Dhillon says it was a bank draft. For the sake of convenience, I will refer to it as a cheque in this decision and note that nothing turns on whether Mr. Singh gave a cheque or a bank draft.
12. Mr. Singh says Gurpreet Dhillon was supposed to provide him with the "spec sheet" for the truck on June 11, 2020 but did not do so. Mr. Singh says despite this, he still gave the deposit to Gurpreet Dhillon. He says Gurpreet Dhillon verbally agreed that the deposit was refundable if the verbal information Gurpreet Dhillon provided about

the truck was different than the information in the spec sheet, or if Mr. Singh was not approved for a loan. Mr. Singh denies that he signed a contract or any “paperwork” related to the truck’s purchase.

13. Mr. Singh says Gurpreet Dhillon sent him the spec sheet on June 12, 2020 but the information about the truck was inconsistent with the information Gurpreet Dhillon had verbally provided. Mr. Singh did not explain how the information was different. He also did not submit a copy of the spec sheet as evidence.
14. Mr. Singh says that he did not want to purchase the truck due to the inconsistencies. He says on July 2, 2020 he demanded a refund from Gurpreet Dhillon and that on July 18, 2020, Gurpreet Dhillon agreed to provide a refund.
15. Gurpreet Dhillon says Mr. Singh inspected the truck twice and spoke to a dealership, who was authorized to release any information that Mr. Singh requested, before agreeing to purchase the truck. Gurpreet Dhillon also say Mr. Singh gave them the deposit cheque in the boardroom of Mr. Singh’s chosen financing company and signed a bill of sale. Gurpreet Dhillon did not submit a copy of the bill of sale as evidence. Gurpreet Dhillon denies that they verbally agreed to any conditions when Mr. Singh gave them the deposit cheque.
16. Gurpreet Dhillon says they are not properly named as a party in this dispute and that the appropriate party would be Syndicate Logistics Ltd. since it was the truck’s owner and also who the deposit was paid to.
17. Before I consider whether the deposit should be refunded, I must first determine whether Gurpreet Dhillon is a proper party in this dispute.

Is Gurpreet Dhillon properly named as a party in this dispute?

18. As stated above, the parties agree Mr. Singh made the deposit cheque payable to Syndicate Logistics Ltd. Mr. Singh says he only did so on Gurpreet Dhillon’s instructions.

19. There is no evidence before me to suggest that Gurpreet Dhillon was the truck's registered owner or that they were selling the truck in their personal capacity. In the absence of such evidence, I find Mr. Singh has not established any legal basis on which he is entitled to payment from Gurpreet Dhillon personally. Given this, I find Mr. Singh's claim against Gurpreet Dhillon must be dismissed.
20. I find I cannot decide the merits of Mr. Singh's claim for a deposit refund. I note that nothing in this decision precludes Mr. Singh from pursuing a claim against Syndicate Logistics Ltd.
21. Under section 49 of the CRTA and CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. I see no reason in this case not to follow that general rule. Since Mr. Singh was unsuccessful, I dismiss his claim for CRT fees. Gurpreet Dhillon did not seek dispute-related expenses.

ORDER

22. I dismiss Mr. Singh's claims and this dispute.

Rama Sood, Tribunal Member