

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *Sidhu v. Sidhu*,
2023 BCSC 2145

Date: 20231206
Docket: E51558
Registry: Vernon

Between:

Manpreet Kaur Sidhu

Claimant

And

**Ravinder Singh Sidhu, Ajit Singh Sidhu, Banso Kaur Sidhu,
Turtle Mountain Vineyards Ltd. and Kalview Park Enterprises Ltd.**

Respondents

Docket: S57128
Registry: Kamloops

Between:

Ajit Singh Sidhu and Banso Kaur Sidhu

Plaintiffs

And

Ravinder Singh Sidhu and Manpreet Kaur Sidhu

Defendants

Before: The Honourable Justice G.P. Weatherill

Further Supplemental Reasons to *Sidhu v. Sidhu*, 2023 BCSC 449 and 2023 BCSC
1682.

Further Supplemental Reasons for Judgment

Counsel for the Claimant:

J.W.T. Robinson

Counsel for the Respondents, Ravinder
Singh Sidhu and Turtle Mountain Vineyards
Ltd.:

T.M. Moore

Counsel for the Respondents,
Ajit Sidhu, Banso Sidhu, Kalview Park
Enterprises Ltd.:

R. Lammers

Place and Date of Claimant's Written
Submissions:

Kelowna, B.C.
November 16, 2023

Place and Date of Respondents' Written
Submissions:

Kelowna, B.C.
November 23, 2023

Place and Date of Judgment:

Kelowna, B.C.
December 6, 2023

Introduction

[1] On September 28, 2023, I issued Supplemental Reasons indexed at 2023 BCSC 1682 (“Supplemental Reasons”). In those reasons, I allocated \$6,096 in “unclassified/unallocated” shareholder loans in Turtle Mountain Vineyards. Ltd. (“TMV”) from 2008–2019 (“Unallocated Loans”) to the First-Generation Sidhus (Ajit and Banso) based on my understanding that the parties had agreed to that allocation.

[2] The plaintiff, Manpreet Sidhu (“Min”) seeks a reconsideration because she says that in fact, the parties had agreed that the Unallocated Loans were to be allocated to the Second-Generation Sidhus, namely herself and the respondent Ravinder (“Sid”) Sidhu, not the First-Generation Sidhus.

[3] Sid and the First-Generation Sidhus maintain that there was no such agreement and that the Unallocated Loans ought to be allocated to Ajit and Banso.

[4] I requested that the parties file short written submissions on the point which have now been received.

Min’s Position

[5] Min points to the agreement expressed in both the oral and written submissions of the parties on September 8, 2023. She argues that Sid, Ajit and Banso now seek to take advantage of an error/oversight made by the Court in mixing up the First-Generation Sidhus and Second-Generation Sidhus and resile from the agreement.

[6] Regardless of the agreement, she says the merits favour the Unallocated Loans being owned by the Second-Generation Sidhus. She references the written submissions filed by the parties in August 2023, in the lead up to the September 8, 2023, hearing:

- a) Min’s submissions: “The parties also agree that \$6,094.20 [*sic*] of the TMV shareholder loan that arose over 2008-2019 and could not be allocated is

Sid and Min’s family property”; and “...we’re agreed that out of the final balance in 2019 of the Turtle Mountain shareholder loan, \$192,000 goes to Ajit and Banso. \$495,000 goes to Min and Sid. And we also agree that the \$6,000 that was not allocated should go to Sid and Min.”

- b) Sid’s submissions: Min points out that Sid’s written and oral submissions were silent on the point and did not confirm or deny the agreement.
- c) Ajit and Banso’s submissions: “that parties appear to agree on the allocationsa remainder of \$6,094.20 that Mr. Gautier could not allocate. The parents do not disagree that in the absence of any evidence to the contrary, the \$6,094.20 unallocated shareholder loan must be attributed to the equity shareholders, which are only Sid and Min”. and “...it appears the parties are in agreement about allocations of the loan” and “...my submission is we have by agreement received the report ...that has been dealt with by consent. We agree. We have an agreement about how it is to be divided.”.

[7] Min contends that Ajit, Banso and Sid are making “artful” attempts to resile from their earlier agreement by taking “paltry advantage” of the Court’s mistake on a minor point. She proposes that I should simply correct my mistake in the Supplemental Reasons to reflect the agreement the parties made.

[8] She points out that because the parties understood the issue was resolved by consent, no submissions were made at the hearing on the merits of who should be allocated the Unallocated Loans. Had submissions been made, Min would have pointed out that the entire \$6,094 was accrued between 2008 and 2019 when she and Sid operated the winery as part of Sid’s effort to branch out from the original Sidhu Orchards business.

[9] She also notes that Ajit and Banso’s counsel confirmed in a letter dated April 18, 2023, that the Unallocated Loans should be allocated to the Second-Generation Sidhus.

Ajit and Banso’s Position

[10] Ajit and Banso agree that there was no agreement between the parties to allocate the Unallocated Loans to the First-Generation Sidhus and to that extent, the Supplemental Reasons are in error.

[11] On the merits of how the Unallocated Loans should be allocated between the parties, however, Ajit and Banso argue that, in light of the Supplemental Reasons allocating the pre-2008 opening shareholder loan balance of \$565,181 (as of May 31, 2008) equally between the First-Generation Sidhus and the Second-Generation Sidhus, it makes sense to do the same for the Unallocated Loans because of uncertainty.

[12] Again, the First-Generation Sidhus advance their position that all “seed money” for the purchase of TMV came from them, they were never repaid, and they never intended to gift the investment to the Second-Generation Sidhus. Accordingly, they maintain that the Unallocated Loans should be allocated to them.

Sid’s Position

[13] Sid asserts that the Unallocated Loans should be allocated to the First-Generation Sidhus. He says that this is consistent with his position throughout.

[14] Sid says that previous to and at the September 8, 2023 hearing, the parties agreed to the allocation of some of TMV shareholder’s loans, but there was no agreement between the parties as to the allocation of the Unallocated Loans. The main issue at the September 8, 2023 hearing related to the allocation of the opening balance of the TMV shareholder loan account in the amount of \$565,181. The Unallocated Loans was not really addressed by him.

[15] Sid asserts that while he always maintained that \$495,826 of TMV’s shareholders loans be allocated to himself and Min, he also always maintained that any unallocated loans be allocated to Ajit and Banso. Sid agrees with Min’s position that the parties did not consent to the Unallocated Loans being allocated to the First-

Generation Sidhus, but he does not agree to Min's suggestion that an agreement was reached to allocate them to the Second-Generation Sidhus.

[16] While Sid acknowledges that no objection or position was taken on September 8, 2023, to Min's counsel's submission that such an agreement was made, he maintains that his silence cannot be taken as him agreeing that the Unallocated Loans should not be allocated to his parents. Indeed, he asserts that he has always maintained that they should be allocated to Ajit and Banso.

Discussion

[17] As has been the case throughout, in most areas of dispute, Sid's position is aligned with his parents. The same is the case here, namely that no agreement was reached respecting the Unallocated Loans.

[18] The party's submissions make it unclear whether an agreement was reached on the allocation of the Unallocated Loans. On the one hand, the transcript of the September 8, 2023 hearing is clear that Mr. Robinson believed such an agreement was made. On the other hand, while Ms. Lammers concedes that no agreement was reached that her clients were to be allocated the Unallocated Loans, she asserts there was no agreement reached that they should be allocated to the Second-Generation Sidhus. Ms. Moore's submissions were silent on the point.

[19] This means the issue should be resolved on the merits.

[20] I do not accept Ajit and Banso's submissions that they never intended to gift any of the "seed money" for the purchase of TMV to Sid. That is simply not how the Sidhu family operated at the time, as was detailed in my original reasons. Further, the purchase of TMV involved both Ajit and Sid pledging their credit.

[21] I do not propose to repeat the background that is detailed in previous reasons. In short, I agree with Mr. Robinson's submissions that the Unallocated Loans should be allocated to the Second-Generation Sidhus. The timeframe involved was when Sid and Min were operating TMV to branch out and operate the

vineyard and wedding venue separately from Sidhu Orchards. The First-Generation Sidhus were not involved to any significant extent. I consider the most equitable result that the Unallocated Loans, which in the scheme of things is very modest, be allocated to the parties operating the facility.

Summary

[22] I acknowledge that the Supplemental Reasons inadvertently and erroneously allocated the Unallocated Loans to the First-Generation Sidhus because of a misunderstanding that an agreement had been reached between the parties to that effect.

[23] Regardless of whether there was an agreement to allocate the Unallocated Loans, they need now to be allocated. For the reasons above, they are to be allocated to the Second-Generation Sidhus.

[24] Accordingly, paras. 8 and 11 of the Supplemental Reasons will be amended and para. [8A] will be added to read as follows:

[8] The parties agree that \$192,722 of the TMV shareholder loan account ought to be attributed to the First-Generation Sidhus.

[8A] The timeframe involved was when Sid and Min were operating TMV to branch out and operate the vineyard and wedding venue separately from Sidhu Orchards. The First-Generation Sidhus were not involved to any significant extent. I consider the most equitable result is that the \$6,094 of the unallocated TMV shareholder loan account for the period June 1, 2008 through May 31, 2019, should be allocated to the parties operating the facility, namely the Second-Generation Sidhus.

...

[11] To summarize, the post-June 1, 2008 shareholder loan account will be allocated as follows:

- a) First-Generation Sidhus: \$198,816; and

b) Second-Generation Sidhus: \$495,826 + \$6,094.

[25] Given her success, Min is entitled to costs of and in connection with this reconsideration in the sum of \$500 payable forthwith.

“G.P. Weatherill J.”