

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *Macropus Global Ltd. v. Ghai*,
2024 BCSC 1962

Date: 20240904
Docket: S244661
Registry: Victoria

Between:

Macropus Global Ltd.

Plaintiff

And

Sumit Ghai

Defendant

Before: Associate Judge Bilawich

Oral Reasons for Judgment

In Chambers

Appearing as authorized representative of
the Plaintiff:

C. Katireddy

Counsel for the Defendant:

J.M.J. Considine

Place and Date of Hearing:

Victoria, B.C.
August 27, 2024

Place and Date of Judgment (via
videoconference):

Victoria, B.C.
September 4, 2024

Introduction

[1] **THE COURT:** In this action, the plaintiff Macropus Global Ltd. (“Macropus”) claims for unpaid invoices relating to construction of a new home and related relief pursuant to the *Builders Lien Act*, S.B.C. 1997, c. 45 (the “BLA”).

[2] In this application, the defendant (“Mr. Ghai”) applies to withdraw deemed admissions of fact and authenticity of certain documents. The admissions arose due to his failure to respond in a timely manner to a Notice to Admit, which had been served on him on April 4, 2024. At the time, he was temporarily “between counsel” and self-represented. He says he believed he was not obliged to respond to the Notice to Admit for various reasons which are addressed below. He subsequently retained new counsel, who eventually delivered a Response to Notice to Admit, purporting to admit several facts and authenticity of several documents, but disputing the majority. Macropus rejected late delivery of the response, making this application necessary. Macropus opposes all of the relief sought.

[3] I have made editorial changes to these reasons to enhance readability. The reasoning and outcome have not changed.

Background

[4] Macropus claims Mr. Ghai has failed to pay it for construction services provided pursuant to a written agreement made January 6, 2022 (the “Agreement”). The Agreement was for the construction of a new house at 3960 Sherwood Road, Saanich, BC (the “Property”). Macropus says it duly performed its obligations under the Agreement. When Mr. Ghai failed to pay, it filed a claim of claim of builders lien (“CBL”) on title to the Property. Mr. Ghai denies that he owes Macropus any amount and says it breached or repudiated the Agreement, and that the work it performed was deficient and negligent.

[5] On January 22, 2024, Macropus filed the Notice of Civil Claim. The original claim was for \$31,523.50. On January 23, 2024, it filed a certificate of pending litigation (“CPL”) on title to the Property.

[6] Mr. Ghai was initially represented by counsel, Mr. Oss-Cech and Mr. Kahs of Hutchison Oss-Cech Marlatt. On February 5, 2024, he filed an application to cancel the CBL and CPL, on the basis that the CBL had been filed out of time.

[7] On February 22, 2024, Associate Judge Bouck adjourned the hearing of that application to March 7, 2024. The order contained a provision which established an email address for service of materials on Macropus.

[8] On March 4, 2024, counsel for Mr. Ghai filed a Response to Civil Claim.

[9] On March 7, 2024, Justice Morley dismissed Mr. Ghai's application to cancel the CBL and CPL.

[10] On March 11, 2024, counsel for Mr. Ghai filed a Notice of Withdrawal of Lawyer.

[11] On March 18, 2024, Macropus filed an Amended Notice of Civil Claim. The amendment included an increase in the amount being claimed, from the original \$31,523.50, by adding a further \$12,426.75 in costs related to its successful opposition to the application to cancel the CBL and CPL, and an further \$22,365 for the amount allegedly owing on a new invoice that Macropus issued to Mr. Ghai for "loss of income". This increased the plaintiff's total claim to \$66,315.25.

[12] On March 27, 2024, Mr. Ghai filed a second Response to Civil Claim, which he appears to have prepared himself. It provides both a mailing address and email address for service for him. He also filed a second application to cancel the CBL and CPL, which he initially made returnable on April 17, 2024.

[13] On April 4, 2024, Mr. Katireddy, director of Macropus, emailed a Notice to Admit to Mr. Ghai's email address for service. It sought admission of 25 statements of fact and admission of the authenticity of 15 documents. I have reproduced the text of the Notice to Admit in Appendix "A" to these reasons.

[14] Mr. Ghai did not respond to the Notice to Admit.

[15] On April 5, 2024, Mr. Ghai filed a third application to cancel the CBL and CPL, which he appears to have prepared himself. This was made returnable April 17, 2024. On April 11, 2024, Macropus filed an application response, opposing the application. On April 17, 2024, the parties agreed to adjourn the hearing of the application(s) to April 23, 2024.

[16] On or about April 22, 2024, Mr. Ghai retained his current counsel, Mr. Juteau and Mr. Considine of Pearlman Lindholm. Mr. Ghai asserts that he did not believe he had been properly served with the Notice to Admit, so he did not immediately alert his new counsel to its existence. I note that by this time, the 14-day period set out in the *Rules* to deliver a response to the Notice to Admit had expired.

[17] On May 16, 2024, counsel for Mr. Ghai wrote to Macropus proposing that he post replacement security for the CBL and CPL. On May 17, 2024, Mr. Katireddy rejected that proposal. He also indicated he had not received a response to the Notice of Civil Claim or the Notice to Admit, amongst other issues. He said that Macropus intended to seek a default judgment that same day. Counsel responded with a request for additional time:

As we were just retained, we do intend on responding to the remainder of your email and documents and ask that you give us the time to get instructions to do so. Thank you for your patience in that regard.

[18] Counsel says Mr. Ghai urgently needed to have Macropus' CBL and CPL removed from title to the Property so that construction financing draws could resume. Another priority was preparing an amendment to the Response to Civil Claim, which counsel says was deficient.

[19] On June 6, 2024, counsel for Mr. Ghai filed an Amended Response to Civil Claim and a new application to allow Mr. Ghai to post \$31,523.50 (the original CBL amount) as replacement security for the CBL and CPL, pursuant to s. 24 of the *BLA*.

[20] On June 26, 2024, Mr. Ghai's application was heard by Associate Judge Bouck, who granted the orders sought. Mr. Katireddy complains that Macropus was not served with the application materials, so he did not appear to oppose the

application. It is his view that Mr. Ghai should have been required to post security for the amended amount claimed, \$66,315.25, rather than the original lien amount.

[21] On July 3, 2024, Mr. Ghai posted \$31,523.50 in replacement security with the court, after which the CBL and CPL were cancelled from title to the Property. Mr. Katireddy complains that counsel for Mr. Ghai did not serve Macropus with Bouck, A.J.'s formal order after it was entered. He only became aware that the CBL and CPL had been cancelled from title on August 6, 2024, when he received Mr. Ghai's materials for this application.

[22] On July 10, 2024, counsel for Mr. Ghai emailed a Response to Notice to Admit to Macropus. In it, he purports to admit Facts 2-4 and 15-16, as well as the authenticity of Documents 1-3 and 10-12 in the Notice to Admit, but he otherwise maintains a general denial of the remainder. The Response to Notice to Admit was sent to Macropus' email address for service. Mr. Katireddy says he did not initially see it because it went into his spam folder. He found it on July 16, 2024.

[23] On July 16, 2024, Mr. Katireddy informed counsel for Mr. Ghai that Macropus did not accept service via email and noted the Response to Notice to Admit had been delivered outside the 14-day time period stipulated in the *Rules*.

[24] On August 1, 2024, Mr. Ghai filed this application, seeking to withdraw the deemed admissions.

Applicable law

[25] I summarized the law relating to withdrawal of admissions in *Pannu v. Sandhu*, 2022 BCSC 1585 at paras. 30-33:

[30] Rule 7-7(5) of the *Supreme Court Civil Rules [SCCR]* addresses withdrawal of admissions:

Withdrawal of admission

(5) A party is not entitled to withdraw

(a) an admission made in response to a notice to admit,

(b) a deemed admission under subrule (2), or

(c) an admission made in a pleading, petition or response to petition

except by consent or with leave of the court.

[31] The test for withdrawal of an admission is summarized by Master Horn in *Hamilton v. Ahmed*, 1999 CanLII 7029 (BC SC), [1999] B.C.J. No. 311 (S.C.), as whether there is a triable issue which, in the interest of justice, should be determined on the merits and not disposed of by an admission of fact. In applying that test, all of the circumstances should be taken into account. He listed six such circumstances, which were later reframed by the court of appeal in *Sidhu v. Hothi*, 2014 BCCA 510 [Sidhu] at para. 25:

(a) whether the admission was made inadvertently, hastily, or without knowledge of the facts;

(b) whether the "fact" admitted was or was not within the knowledge of the party making the admission;

(c) where the admission is one of fact, whether it is or may be untrue;

(d) whether and to what extent the withdrawal of the admission would prejudice a party; and

(e) whether there has been delay in the application to withdraw the admission and any reason offered for such delay.

[32] The discretion to grant leave to withdraw an admission is broad and unfettered, subject to the discretion being exercised judicially. The court is required to balance the prejudice which would flow from either refusing or granting leave. See *Nagra v. Cruz*, 2016 BCSC 2469, aff'd 2017 BCSC 347, at para. 5.

[33] Where a deemed admission has been caused by a failure on the part of counsel and party cannot be faulted for the oversight, an order permitting withdrawal normally follows, while allowing the other party costs and accommodations. See *Piso v. Thompson*, 2010 BCSC 1746 at paras. 23 and 25.

[26] In *Piso v. Thompson*, 2010 BCSC 1746 at paras. 20-21, Master Caldwell, as he then was, commented as follows regarding the purpose of Rule 7-7 [Admissions]:

[20] Rule 7-7 provides a mechanism to streamline and make more efficient the litigation process. It rewards efficiency and encourages a focus on issues which matter and which are truly in dispute. It provides penalties and disincentives for failure to admit that which should properly be admitted by way of cost sanctions. It certainly provides for much more extreme outcomes in appropriate circumstances but it also provides for judicial discretion in excusing or relieving from such extreme outcomes in appropriate circumstances.

[21] In my respectful view Rule 7-7 does not, nor was it intended to, create a trap or add an inescapable obstacle to ensnare or trip up sloppy or inattentive counsel to the detriment of the parties to the litigation.

Position of the parties

Mr. Ghai

[27] Mr. Ghai offers the following points in support of his application:

- a) He was temporarily self-represented when he received the Notice to Admit;
- b) English is not his first language and he does not always understand legal language in English;
- c) After he received the Notice to Admit, he believed he was not obliged to respond to it because it did not have a court registry stamp on it and he did not believe he had been properly served, based on it having been served by email - this is despite the fact that he had previously provided an email address for service;
- d) He says he attended the Victoria Supreme Court registry to ask about the Notice to Admit and was told he was not required to respond because it had not been stamped or filed. He does not say when he went to the registry and does not say who he spoke to;
- e) The deemed admissions were made inadvertently. He denies the truth of the deemed admissions, save as set out in the belated Response to Notice to Admit;
- f) He argues that the plaintiff will not be prejudiced if the admissions are withdrawn, as it has not relied on them in any subsequent steps taken in the litigation. Withdrawal will not affect the action, which is still at its early stages;
- g) He will be significantly prejudiced if the admissions are not withdrawn, as many relate to material disputed issues of mixed fact and law or involve accusations of wrong-doing by him which should be determined on their merits at trial; and
- h) Any delay in making this application was inadvertent; it was made promptly after Macropus rejected the Response to Notice to Admit.

Macropus

[28] Mr. Katireddy disputes that Mr. Ghai has significant difficulty with English. Their correspondence demonstrates that he has a reasonable command of it, at a level which exceeds that of the “average” Canadian. He says Mr. Ghai also well-versed in the legal system, having represented himself in numerous civil actions in this court and BC Provincial Court. He tendered a Court Services Online printout listing 9 actions in which Mr. Ghai is named as a party. Mr. Ghai works as a Business and Information Technology Consultant with the Provincial Government, a position which requires proficiency in speaking and writing in English.

[29] After Mr. Ghai retained new counsel on April 22, 2024, he failed to respond to the Notice to Admit in a timely way. Mr. Katireddy says that on April 5, 2024, he had taken the precaution of filing a copy of the Notice to Admit with the court and attached a copy as an exhibit to a responding affidavit he swore on April 10, 2024. Rather than immediately responding to the Notice to Admit, counsel chose to prioritize the s. 24 *BLA* application and amending Mr. Ghai’s pleadings. It was not until July 10, 2024, that a Response to Notice to Admit was delivered. Mr. Katireddy argues this timing was intentional, as was the alleged failure to serve materials for the s. 24 *BLA* application.

[30] Mr. Katireddy also says the Notice to Admit contains only facts, and there is not room for legitimate denial by Mr. Ghai. Macropus asks that the application be dismissed and that the CBL and CPL be reinstated on title to the Property.

[31] Mr. Katireddy says he / Macropus have suffered significant loss of income due to the time and resources he has had to devote to this litigation to date. He needs to work to support his family and fund his children's university educations. By contrast, Mr. Ghai is a wealthy businessman who can afford to hire expensive legal counsel and pay substantial legal fees. He characterizes Mr. Ghai’s multiple applications as a misuse of the legal system [abuse of process].

[32] Mr. Katireddy accuses Mr. Ghai of evidence and witness tampering, including by having “bribed” a witness, Mr. Singh, so as to procure a false statement against

Macropus. This includes getting Mr. Singh to sign a statement without disclosing the content of it to him. He says Mr. Singh cannot read English and did not understand what he was signing. He also appears to suggest that Mr. Ghai either sued or threatened to sue various others involved in the project, and that this constitutes a form of witness tampering. He alleges Mr. Ghai has committed various serious criminal offences, including obstruction of justice, bribery of witnesses, perjury and criminal conspiracy. These allegations are referenced in the Facts section of the Notice to Admit. Macropus also sets out that Mr. Ghai defaulted on payments due to at least three other trades involved in the project.

Analysis

[33] Mr. Ghai seeks to withdraw his deemed admission of Facts paragraph numbers 1, 5-14, and 17-25, and authenticity of Documents numbered 4-9 and 13-15. He admits Facts 2-4 and 15-16 and authenticity of Documents 1-3 and 10-12 in his Response to Notice to Admit.

[34] I turn now consider the factors set out in *Sidhu v. Hothi*, 2014 BCCA 510 at para. 25.

Whether the admission was made inadvertently, hastily, or without knowledge of the facts

[35] The deemed admission came about due to Mr. Ghai's failure to respond to the Notice to Admit in a timely manner. Rule 7-7(2) provides that Mr. Ghai has 14 days in which to respond to a notice to admit. He was served on April 4, 2024, so he was required to respond by April 18, 2024. He retained new counsel on about April 22, 2024. Mr. Ghai says there was some further delay because he did not initially bring the Notice to Admit to his new counsel's attention. He relies on the fact that he was temporarily self-represented and suggests he has limited knowledge of and experience with litigation in British Columbia and that English is his second language. Mr. Ghai's evidence on these points is somewhat general and non-specific.

[36] Macropus tendered evidence showing Mr. Ghai was involved in 9 civil actions in B.C. between December 2015 and April 2024. This does raise some concern about his protest that he lacks sophistication in dealing with litigation. Unfortunately, I do not have detailed evidence regarding the nature of his involvement in those disputes. It appears he was sufficiently aware of the significance of the Notice to Admit that he acknowledges having made inquiries about it to the court registry. He does not say when he did so. It is a curiosity that he would have sought direction from an unidentified person at the registry rather than directing his inquiry to the legal counsel he was dealing with.

[37] On balance, while I do have some concern about the evidence tendered by Mr. Ghai, it does generally suggest he may have been misdirected at a point in time when he was between counsel. This suggests he believed he had some basis to disregard the Notice to Admit, rather than having done so wilfully.

(b) Whether the fact admitted was or was not within the knowledge of the party making the admission

[38] Mr. Ghai does not suggest that he lacked knowledge of the underlying facts addressed in the Notice to Admit.

(c) Where the admission is one of fact, whether it is or may be untrue

[39] Mr. Ghai simply asserts that he disputes and wishes to take issue with the contested deemed admissions, and that they go to the core issues in the litigation. He did not tender evidence suggesting the facts in the disputed deemed admissions were or may be untrue. His new counsel did file an Amended Response to Civil Claim which appears to put in issue some of the contentious deemed admissions.

[40] I am concerned that the form of some of the Facts as set out in the Notice to Admit are confusing. Number 1, in particular, seeks admission regarding the agreement the parties entered into, but goes on to ask that Mr. Ghai deny that any agreement related to the demolition of the existing house at the Property was agreed upon or signed. This seeks a denial rather than an admission, which is confusing in form.

[41] I am also concerned that Fact number 8 alleges Mr. Ghai has engaged in witness tampering and bribery, amongst other criminal activities. It sets out descriptions of categories of *Criminal Code*, RSC 1985, c C-46, provisions of which he is allegedly guilty. This is problematic because it raises allegations of criminality and misconduct which, if maintained, could potentially have serious ramifications for Mr. Ghai which go beyond the scope of the issues in this action. Given the potential implications of the allegations of criminality, this is not something which should be determined based on a deemed admission. Rather, if Macropus wishes to pursue such allegations, they should be determined based upon appropriate evidence in contested proceedings before the court. Mr. Ghai should have an opportunity to respond to them.

[42] Several Facts items are related to earlier steps in the litigation, rather than facts which are material to the underlying issues in dispute. See Facts number 14 and 17.

[43] Several appear to relate to Mr. Ghai allegedly failing to pay amounts due to other trades. It is not clear from the material tendered on this application that the payment or non-payment of other trades is relevant to the amounts that Macropus claims are owing. It may simply be raised as evidence of generalized misconduct on Mr. Ghai's part, or possibly "similar fact" evidence. It is not clear how these admissions are relevant.

(d) Whether and to what extent withdrawal of admissions would prejudice a party

[44] Mr. Ghai argues that withdrawal of admissions would not prejudice Macropus.

[45] Mr. Katireddy says withdrawal would be prejudicial, in that it will prolong the litigation, require him to spend more time and effort prosecuting Macropus' claim and resisting Mr. Ghai's allegations. This means more time away from him / Macropus pursuing other paying work.

[46] Macropus has not pointed to any prejudice in terms of steps it has taken in reliance on the deemed admissions prior to Mr. Ghai filing this application. While I understand and appreciate that Mr. Katireddy's time spent on this litigation represents an opportunity cost to him and Macropus, this is not the type of prejudice which is the relevant to this part of the test. If Mr. Ghai is eventually found to have put Macropus to unnecessary efforts in defending the claim, it may be possible for it to address that through an appropriate award of costs.

[47] Given the serious nature of the allegations Macropus is making against Mr. Ghai, it would not be appropriate to have those decided through deemed admissions. In my view, the potential prejudice to Mr. Ghai if they are not withdrawn exceeds any prejudice to Macropus if they are, in all the circumstances.

(e) Whether there has been any delay in the application to withdraw the admission and any reason offered for such delay

[48] Mr. Ghai says he did not become aware he had given a deemed admission until after he retained new counsel. New counsel say they became aware of the Notice to Admit on May 17, 2024, and delayed delivering a Response to Notice to Admit until July 10, 2024. They learned that Macropus was rejecting the response six days later. This application was filed on August 1, 2024.

[49] Counsel for Mr. Ghai emphasized that, to the extent that their prioritizing of tasks after they assumed conduct of the action may be second-guessed, any criticism should be directed to them, not Mr. Ghai.

[50] While I do have some concern about counsel's delay in addressing the Notice to Admit after it came to counsel's attention, the delay involved is not such that it would warrant dismissal of this application.

[51] Macropus has raised concerns about not having received the application to post replacement security for the CBL and CPL. Counsel for Mr. Ghai indicated that materials were served via email. It is also a concern that the entered order of Bouck, AJ may not have been served on Macropus in a timely manner. That said, it appears

Mr. Ghai posted security for the full amount of the original CBL. The additional amounts which Macropus seeks to have added do not appear to relate to improvements it made to the Property. Rather, they appear to relate to costs claims and a loss of opportunity claim based on time Mr. Katireddy having to spend time dealing with this dispute. It is doubtful whether those additional amounts could properly be added to the claim of lien or replacement security required.

[52] If Macropus wishes to try to set aside or vary the order allowing Mr. Ghai to post replacement security, it will have to pursue that in a separate application to set aside or vary the order of Bouck, AJ. It would not be appropriate for me to address that through Macropus' response to the present application.

Conclusion

[53] For the foregoing reasons, I conclude that the Notice to Admit dated April 4, 2024 sets out triable issues which, in the interests of justice, should be determined on their merits and not disposed of by an admission of fact or admission or authenticity of documents. The application to withdraw deemed admissions arising from Mr. Ghai's failure to respond to the Notice to Admit, including in particular Facts number 1, 5-14, and 17-25, and authenticity of Documents number 4-9 and 13-15 are granted. The express admissions set out in Mr. Ghai's belated Response to Notice to Admit are admitted, as set out therein.

[54] As Mr. Ghai has been successful, he is entitled to costs of this application. Those are "in the cause", to be addressed at the conclusion of this proceeding.

[55] That concludes my reasons.

"Associate Judge Bilawich"

APPENDIX "A"

PLAINTIFF'S NOTICE TO ADMIT dated APRIL 4, 2024

The facts, the admission of which is requested, include:

- (1) Admit that on January 6th, 2022, you (Sumit Ghai) and Suchita Ghai signed a New Home Construction Agreement with Macropus Homes (Macropus Global Ltd/ MGL) to build a NEW house at 3960 Sherwood Rd, Victoria. Deny that any agreement related to the demolition of the existing old house at 3960 Sherwood Rd was agreed upon or signed. **Attached is the New Home Construction agreement, now marked as Document #1.**
- (2) Admit that Powell & Associates BC Land Surveyors established excavation layout pins for foundation excavation on September 1st, 2023, as per the City of Saanich approved plans.
- (3) Admit that after foundation excavation, Coast Geotechnical visited the site on September 11th & 14th, 2023, to meet with the builder, Mr. Chinna Katireddy, and review the subgrade soil conditions & engineered fill, and confirm the design soil bearing pressure for new foundations. Attached is the Geotech Inspection report, now ,marked as Document #2.
- (4) Admit that Powell & Associates BC Land Surveyors established pins for the foundation during third week of September 2023 as per the City of Saanich approved plans.
- (5) Admit that Farhill Engineering Ltd and a Building Inspector from the City of Saanich visited the site on September 25th & October 4th, 2023, to inspect the foundation walls and approved the same as per the house plans approved by the City of Saanich. **Attached is the Structural Engineer Inspection report, now marked as Document #3**
- (6) Admit that you (Sumit Ghai) were the one who hired Tree Services Arborist Dunster and Associates for the house demolition, contrary to Macropus's recommended arborist, Capital Tree Services. **Attached is Sumit Ghai's email confirmation, now marked as Document #4.**
- (7) Admit that you (Sumit Ghai) violated Section 21 of the New Home Construction Agreement by hiring excavation contractor Butta (also

known as Boota Singh) and providing me with his phone number (604-499-0004) to work with him on August 30th, 2023, against Macropus's recommended contractor, RG Excavation. Section 21 stipulates that all workmanship must comply with BC Housing code requirements. However, if the "Owner(s)" decide to deviate from the recommendations of the "Builder/General Contractor," they must obtain approval from Pacific Home Warranty and BC Housing technical experts. **Attached are Chinna's emails and Sumit's SMS message confirmations, now marked as Document #5.**

- (8) Admit that you (Sumit Ghai) tampered with evidence and obtained false statements by bribing money to Boota Singh (Balwinder Somal) on February 28th, 2024, against Macropus Global Ltd. You did not inform him of the content of the statement since he cannot read English. Tampering with evidence by bribing a witness or individual involved in a legal proceeding is a serious criminal offense in British Columbia, Canada. Bribery of Witnesses: Offering or providing bribes to witnesses with the intent to influence their testimony or cooperation in a legal proceeding is illegal. **Attached are Butta's email and audio recordings with witnesses, now marked as Document #6a to 6e.**

In British Columbia, Canada, the criminal offenses related to tampering with evidence and bribing witnesses fall under the *Criminal Code of Canada*.

- (a) Obstruction of Justice: Section 139 of the Criminal Code addresses obstruction of justice. It states that everyone who willfully attempts in any manner to obstruct, pervert, or defeat the course of justice in a judicial proceeding is guilty of an offense.
- (b) Bribery of Witnesses: Bribery offenses are covered under Section 121 of the Criminal Code, which addresses bribery of officers, and Section 139(2) for bribery of witnesses. These sections prohibit offering, giving, or accepting bribes to influence the testimony of a witness or the outcome of a legal proceeding.
- (c) Perjury: Section 131 of the Criminal Code deals with perjury, which involves knowingly making false statements under oath or solemn affirmation during a legal proceeding.
- (d) Criminal Conspiracy: Section 465 of the Criminal Code addresses conspiracy to commit an indictable offense. If there is evidence of an

agreement between two or more individuals to tamper with evidence or influence witnesses, they could be charged with conspiracy.

- (9) Admit that you (Sumit Ghai) received an email from Chinna Katireddy on October 25th, 2023, asking for reasons why the work should be stopped and requesting more clarity. You did not provide any further notice or details. **Attached is the Chinna's email confirmation, now marked as Document #7.**
- (10) Admit that you (Sumit Ghai) sent a text message to Chinna Katireddy to remove leftover footings lumber, and Vishnu Mukkamalla attempted to remove them at the site 3960 Sherwood Rd. on November 1st, 2023. **Attached is the Sum it's SMS message and Vishnu Mukkamalla's affidavit, now marked as Document #8.**
- (11) Admit that you (Sumit Ghai) have not provided any termination notice to Macropus Global Ltd with cause, giving a 1-week notice as specified in Section 30 of the new home construction agreement to the till date.

Section 30 states: "TERMINATION FOR CAUSE/ CONTRACTOR DEFAULT: If Builder/General Contractor fails to commence or prosecute the work hereunder promptly and diligently at all times, or, in the opinion of the Owner falls significantly behind schedule, or Builder/General Contractor fails in any way to perform the conditions contained within this Agreement, or any of the conditions relating to Builder/General Contractor contained in this agreement, or repeatedly fails to follow the instructions of the Owner(s), Builder/ General Contractor may be terminated for default by Owner after being given 1 week notice by Owner if Builder/General Contractor fails to take significant steps to cure his default. The owner agrees to make payments to Builder/General Contractor in accordance with the terms of this Agreement as long as Builder/General Contractor is not in default under this Agreement. If Owner fails to finance or unable to pay the bills to the trader or subcontractors and upon reminder by the Builder/General Contractor no action is taken, or due to failure to comply the rules in this agreement, the Builder/General Contractor will give One week's notice to terminate this contract." **Attached isthe New Home Construction agreement, now marked as Document #1.**

- (12) Admit that you (Sumit Ghai) received invoices for the foundation work and the Builder's services on November 17th, 2023, and a final reminder

on December 1st, 2023. **Attached are the Chinna's emails and invoices, now marked as Document #9.**

- (13) Admit that you (Sumit Ghai) have also violated section 31 of the New Home Construction agreement by going to the Supreme Court without exploring other options as mentioned in Section 31 of the New Home Construction agreement.
- (14) Admit that you (Sumit Ghai) went to the BC Supreme Court on February 22nd, 2024, to remove the lien on your property without giving enough time to respond, contrary to BC Supreme Court Rule 8-1 (7). Associate Judge Bouck realized that I was given only 3 days to respond and adjourned the hearing date to March 7th, 2024. **Attached is the Court order, now marked as Document #10.**
- (15) Admit that your Notice of Application under BC Civil Law for "Builder lien be removed from the property listed" was dismissed on March 7th, 2024, by honorable judge Morley G from the BC Supreme court. **Attached is the BC Supreme court judgment, now marked as Document #11.**
- (16) Admit that you (Sumit Ghai) received a settlement conference offer from Chinna Katireddy on March 18th, 2024. **Attached is the Chinna's email, now marked as Document #12.**
- (17) Admit that you (Sumit Ghai) refused to go for the settlement conference and instead filed Notice of Appeal (file#CA49759) on March 19th, 2024, and another Notice of Application under Family Law on April 2nd, 2024, against Macropus Global Ltd.
- (18) Admit that you (Sumit Ghai) took care of the demolition of your old house at 3960 Sherwood Rd, Victoria, as specified in WorkSafeBC report #202218274057M dated August 25th, 2023, which clearly states that Sum it Ghai, as an Employer and owner of the property, is responsible for the demolition of a building. **Attached is the WorkSafeBC Report, now marked as Document #13.**
- (19) Admit that, as the WorkSafeBC report clearly states, you (Sumit Ghai), the owner of the 3960 Sherwood Rd property, hired Island EHS LTD, Jun's Best Mann Excavating Ltd, EHZ Pre-Demolition Ltd, ARMY Pre Demolition Ltd, Removal! Remediation Services Ltd, TBERD Consulting, GFL Environmental, and many other engineers. **Attached is the WorkSafeBC Report, now marked as Document #13**

- (20) Admit that you (Sumit Ghai) instructed one of your demolition workers to bury hazardous material underground by paying extra cash, as mentioned in the WorkSafeBC report.
- (21) Admit that you (Sumit Ghai) did not make payment to Jun's Best Mann Excavating Ltd for their work at 3960 Sherwood Rd; instead, you filed claim #220352 in small claims court. **Attached is Sumit's Notice of Claim, now marked as Document #14.**
- (22) Admit that you (Sumit Ghai) did not make payment to EHZ PreDemolition Ltd for their demolition work at 3960 Sherwood Rd. If you deny this, please provide evidence of payment. If evidence is not provided, we will assume this to be true.
- (23) Admit that you (Sumit Ghai) did not make payment to ARMY Pre Demolition Ltd for their demolition work at 3960 Sherwood Rd. If you deny this, please provide evidence of payment. If evidence is not provided, we will assume this to be true.
- (24) Admit that you (Sumit Ghai) hired the house plans designer, Provincial Building Services Ltd (Phone:+ 1 250-984-1348), independently and terminated their services without payment for their work. If you deny this, please provide evidence to the contrary. If evidence is not provided, we will assume this to be true.
- (25) Admit that there were 443 phone calls (totaling 1,967 minutes), 162 SMS messages, numerous Zoom meetings, 225 emails, trade meetings, and site meetings exchanged for the construction of your house. **Attached is a detailed list of the communications, now marked as Document #15.**

The documents, the authenticity of which admission is requested include:

- (1) New Home Construction Report
- (2) Geotech Inspection Report
- (3) Structural Engineer Inspection Report
- (4) Sumit Ghai's email confirmation
- (5) Chinna's emails and Sumit's SMS message
- (6) Butta's email and audio recordings with witnesses

- (7) Chinna's email confirmation
- (8) Sumit's SMS message and Vishnu Mukkamalla's affidavit
- (9) Chinna's emails and invoices
- (10) BC Supreme Court order
- (11) BC Supreme Court judgement
- (12) Chinna's email for settlement conference
- (13) WorkSafeBC Report
- (14) Sumit's Notice of Claim
- (15) Detailed list of the communications