

CANADA / JUDGMENT

## Ghai v. Macropus Global Ltd.

2025 BCSC 2533

COURT

Supreme Court of British Columbia

DECIDED

22 December 2025

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2025 BCSC 2533 Ghai v. Macropus Global Ltd.

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation:

Ghai v. Macropus Global Ltd.,

2025 BCSC 2533

Date: 20251222

Docket: 249022

Registry: Victoria

Between:

Sumit Ghai and Suchita Ghai

Plaintiffs

And:

Macropus Global Ltd.

Defendant

Before: Associate Judge Harper

Reasons for Judgment

Counsel for the Plaintiffs:

J. Parmar

Representative of the Defendant:

C. Katireddy

Place and Date of Hearing:

Victoria, B.C.

October 22, 2025 and

November 3, 2025

Place and Date of Judgment:

Victoria, B.C.

December 22, 2025

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## Introduction

- [1] The defendant Macropus Global Ltd. ("Macropus") provided construction services for the building of a residence on the plaintiffs' property located on Sherwood Road in Victoria, B.C. (the "Property"). Macropus has a single principal, Mr. Chinna Katireddy.
- [2] Macropus commenced its own action against Mr. Ghai under Victoria action no. 244661 ("Action 244") for unpaid invoices totalling approximately \$32,000.
- [3] The plaintiffs in this action ("Action 249") claim for alleged breach of contract and negligence.
- [4] Central to both claims are the circumstances surrounding the demolition of the existing structure on the Property and violations of WorksafeBC requirements. The party responsible for these violations is in dispute.
- [5] At the hearing on November 3, 2025, I made an order that both actions be tried at the same time and set a five-day trial date commencing May 11, 2026.
- [6] In the present application, Macropus seeks an order that the plaintiff deliver an amended list of documents and produce copies of the listed documents. Mr. Katireddy made a demand in Action 244, but the demand applies equally to Action 249 because both actions arise from the same set of circumstances. Mr. Katireddy sent an email dated January 26, 2025 (the "Demand Letter") to a lawyer at the law firm that occasionally represents the plaintiffs. The Demand Letter lists the documents sought together with the justification. All of the documents demanded in the Demand Letter are relevant for listing and production.

- [7] Mr. Katireddy made a further demand by email dated September 16, 2025 for a complete and unredacted copy of the altered hazardous materials (hazmat) clearance report for the Property. The rationale for production of this document is set out in the September 16, 2025 email and references the WCB Investigators Report extensively. This document is relevant and must be produced.
- [8] Macropus seeks an order that a police investigation be initiated into the demolition activities at the Property to determine the party responsible for the unauthorized demolition, including the burial of asbestos-contaminated materials, as detailed in the WorkSafeBC reports. Macropus also seeks an order appointing a former police officer, Roger de Pass, to conduct the investigation. These two related applications are not available under the Supreme Court Civil Rules and are dismissed.
- [9] Although Rule 11-5 provides that the court may, on its own initiative, appoint an expert if the court considers that expert opinion evidence may help the court in resolving an issue in the action, this is not a case in which the court is likely to appoint its own expert. If Mr. Katireddy wishes to obtain an expert report, he may do so without obtaining a court order. Mr. Katireddy may wish to review Rules 11-1, 11-2, 11-4 and 11-6 to learn how to obtain expert opinion evidence.
- [10] Macropus seeks an order "directing the defendants' counsel and all future counsel to comply strictly with the BC Supreme Court Civil Rules and principles of procedural fairness, particularly when dealing with self-represented parties, and to refrain from further breaches of Rule 7-1, Rule 8-1, and Rule 22-1." He seeks related orders at paragraph 4 of his notice of application. This request is prompted by the frustration that Mr. Katireddy has experienced as a result of the plaintiffs having legal counsel from time to time, but not having counsel of record on whom court documents may be served. Mr. Katireddy has had difficulty arranging court dates with the plaintiffs who say they need to ensure their counsel's availability. The court acknowledges Mr. Katireddy's frustration.
- [11] In the course of the hearing, I emphasized that Mr. Katireddy was not obliged to coordinate court dates with counsel who appeared occasionally on behalf of the plaintiffs. Counsel for the plaintiffs who appeared at this hearing emphasized that the plaintiffs are self-represented and that all court documents must be served on them and only them. The risk the plaintiffs take is that if Mr. Katireddy sets a court date, and if the plaintiffs wish their counsel to appear at that hearing, but counsel is unavailable for the hearing, the plaintiffs may not have any recourse. For completeness of the record, paragraphs 4 and 5 of Macropus's notice of application are dismissed.

- [12] Before turning to the merits of the document production application, I wish to clarify the procedural confusion that both sides created by filing serial notices of application that duplicate previously-filed notices of application. On May 27, 2025, the parties attended a hearing before me with respect to three applications: the plaintiffs' application for an order that both actions be heard at the same time; the plaintiffs' application for leave to amend their notice of civil claim; and Macropus's application for production of documents.
- [13] There was insufficient time to complete the hearing and I ordered a continuation. Both parties misunderstood what a continuation entails. They both filed new notices of application repeating the relief they had sought in the notices of application that were before me on May 27, 2025.
- [14] On October 22, 2025, I made orders in both actions deeming the duplicate notices of application to be withdrawn. Given Macropus's concession that both actions should be heard at the same time, I made that order. I made further orders granting leave to the plaintiffs to file an amended notice of civil claim in the form attached to the order, and leave to Macropus to file an amended response to civil claim and an amended counterclaim.
- [15] The only remaining application for determination is Macropus's notice of application filed October 9, 2025 for production of an amended list of documents and copies of the newly-listed documents.

## Document Production

- [16] The application is brought pursuant to Rule 7-1(10) and (11). Macropus seeks documents that deal with the demolition contract, communications with WorkSafeBC, hazardous materials surveys and engineering assessments. The rationale for the documents sought is that the documents are essential for determining responsibility and liability for demolition activities. The extensive documentary evidence that Macropus tendered on this application justifies the orders it seeks. The documents sought relate to matters in question in the action.
- [17] The plaintiffs say that the demand was improper in that the demand was made in Action 244, whereas the application itself is brought in Action 249. Although the objection is technically correct, it is clear that given the overlapping nature of the two actions, document demands in one action should be considered document demands in the other.
- [18] The demolition of the structure on the property was investigated by WorkSafeBC. There is evidence to support a finding that documents were forged. A central issue in the litigation is whether Macropus was responsible for the demolition and therefore responsible for the failures to adequately deal with contamination.
- [19] The affidavit of Mr. Ghai filed May 2, 2025 simply says that he has no further documents in his possession that relate to Macropus's requests that have not already been produced in his amended list of documents dated March 3, 2025. This assertion is difficult to accept given

that the documents sought are related to the construction that Mr. Ghai and his wife arranged. Mr. Ghai does not explain why relevant documents are not in his possession. There are plain and obvious gaps in the plaintiffs' document disclosure that suggest a less than diligent search. The plaintiffs have displayed a casual attitude toward their document disclosure obligations. Importantly, Mr. Ghai does not assert that the documents sought are not in his control. If he is able to obtain documents that are not in his possession, but are within his control to obtain, he must obtain the documents, list them on an amended list of documents and provide copies to Mr. Katireddy.

- [20] Further, there are two plaintiffs in Action 249. Ms. Ghai is equally responsible with Mr. Ghai to comply with her document disclosure obligations.
- [21] The documents that Mr. Katireddy obtained from WorkSafeBC clearly involve the plaintiffs, particularly Mr. Ghai. For example, there is an email dated July 20, 2022 from Sumit Ghai to a recipient whose name is redacted with the subject line "hazmat clearance report". The body of the email states (verbatim) "I am from macropus homes looking to dispose waste. Please provide your earliest availability and quote". Mr. Ghai is not with Macropus Homes. Given that the email emanated from Mr. Ghai's email account, he must have the original including the name of the recipient. This document must be disclosed. This example is only one of many that demonstrate that the plaintiffs have had in their possession relevant documents that have not been disclosed.
- [22] A further example of a relevant document that the plaintiffs failed to disclose is a quote for asbestos removal from Jun's Beast Mann Excavating Ltd. dated June 6, 2022. The document on its face demonstrates that the plaintiffs hired this company, and not Macropus, to provide the asbestos removal. Mr. Ghai sued Hun Bae Jun, the owner of Jun's Beast Mann Excavating Ltd., in Provincial Court for \$35,176 arising from the asbestos removal contract with Mr. Jun. The plaintiffs must disclose all documents related to the contract with Mr. Jun and Jun's Beast Mann Excavating Ltd.
- [23] Whether a document is forged or not will be an issue for the trial judge to determine. To be clear, the plaintiffs are obligated to produce all relevant documents, including documents that either party, or the WorkSafe investigators, say might be forged or tampered with in some way.
- [24] The amendments contained in the amended notice of civil claim raise new issues of document disclosure. Mr. Katireddy requests that the court make orders for production of documents without the necessity of following the demand protocol set out in Rule 7-1. Although I agree that this approach might bring some efficiency to the document disclosure process given the upcoming trial, the plaintiffs have a continuing obligation to amend their list of documents without the necessity of Macropus applying for a court order. Rule 7-1(9) states:
- (9) If, after a list of documents has been served under this rule,

- (a) it comes to the attention of the party serving it that the list is inaccurate or incomplete, or
- (b) there comes into the party's possession or control a document that could be used by any party of record at trial to prove or disprove a material fact or any other document to which the party intends to refer at trial,

the party must promptly amend the list of documents and serve the amended list of documents on the other parties of record.

#### Summary of Orders

[25] I make the following orders:

1. The plaintiffs are required to deliver an amended list of documents and produce copies of the following documents by no later than Jan. 30, 2026:
  - a) All communications, reports, and documents exchanged between Sumit Ghai and/or Shuchita Ghai with WorkSafeBc from the initial demolition phase to the present date. This includes, but is not limited to:
    - Compliance reports, inspections, and notices
    - Letters, emails, text messages, videos, voice recordings.
  - b) All communications (includes letters, emails, text messages, videos, voice recordings), contracts, and reports exchanged between Sumit Ghai and Island EHS regarding environmental and asbestos assessments from the first contact to the present date.
  - c) All contracts, invoices, reports, and communications (includes letters, emails, text messages, videos, voice recordings) exchanged between Sumit Ghai and Jun's Beast Mann Excavating Ltd. (Hun Bae Jun), including any small claims proceedings initiated by Sumit Ghai.
  - d) All communications (includes letters, emails, text messages, videos, voice recordings), reports, and contracts exchanged between Sumit Ghai and ARM Pre-Demolition Ltd. (Gagan) from their first engagement to the present date.
  - e) All communications (includes letters, emails, text messages, videos, voice recordings), reports and contracts exchanged between Sumit Ghai and TBERD Consulting related to asbestos testing, environmental risk assessments, and demolition planning.
  - f) All communications (includes letters, emails, text messages, videos, voice recordings) and documents exchanged between Sumit Ghai and EJZ Pre-Demolition Ltd. (Gagan) related to the asbestos exposure incident at 3960 Sherwood Road.
  - g) All communications (includes letters, emails, text messages, videos, voice recordings), reports, and contracts exchanged between Sumit Ghai and Removall Remediation Services Ltd. regarding asbestos removal, remediation, and disposal.

- h) All records of communication between Sumit Ghai and GFL Environmental regarding disposal of demolition debris and asbestos-containing materials.
- i) All communications (includes letters, emails, text messages, videos, voice recordings), contracts, and reports related to the two engineers mentioned in WorkSafeBC's inspection report (August 15, 2022, Page 6), who were hired by Sumit Ghai to conduct an assessment.
- j) All communications (includes letters, emails, text messages, videos, voice recordings), invoices, contracts, and witness tampering related documents exchanged between Sumit Ghai and AUB Excavating Ltd. (Balwinder Somal/Butta).
- k) All communications (includes letters, emails, text messages, videos, voice recordings), contracts, and house design plans exchanged between Sumit Ghai and Provincial Building Services Ltd.
- l) All communications (includes letters, emails, text messages, videos, voice recordings), contracts, and plans exchanged between Sumit Ghai and Saanich Designs related to house plans and structural modifications.
- m) All reports, plans, and communications (includes letters, emails, text messages, videos, voice recordings) between Sumit Ghai and Dunster & Associates Environmental Consultants Ltd. (Dr. Julian A. Dunster).
- n) All engineering reports, inspection approvals, and communications (includes letters, emails, text messages, videos, voice recordings) between Sumit Ghai and Farhill Engineering Ltd.
- o) All communications between Sumit Ghai and the City of Saanich, including:
  - Permit applications and approvals
  - Inspection reports and compliance notices.
- p) All communications, reports, and policy records between Sumit Ghai and Pacific Home Warranty.
- q) All contracts, invoices, and communications (includes letters, emails, text messages, videos, voice recordings) exchanged between Sumit Ghai and the new builder hired after Macropus's contract ended.
- r) A complete and unredacted copy of the altered hazardous materials (hazmat) clearance report for 3960 Sherwood Road.
- 2. By January 30, 2026, each of the plaintiffs is required to file and deliver an affidavit verifying their list of documents pursuant to Rule 7-1(8). If either plaintiff takes the position that they cannot locate a document, their affidavit must state what steps they took or what searches they made to locate the specified document.

3. Paragraphs 4 and 5 of Macropus Global Ltd.'s notice of application are dismissed.
4. Costs will be in the cause.

"Associate Judge Harper"

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Prepared on 29 October 2026 · Esheria