

CANADA / JUDGMENT

Sidhu v. Mangat

2024 BCSC 2506

COURT

Supreme Court of British Columbia

DECIDED

4 November 2024

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2024 BCSC 2506 Sidhu v. Mangat

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation:

Sidhu v. Mangat,

2024 BCSC 2506

Date: 20241104

Docket: S236354

Registry: New Westminster

Between:

Manmohan Singh Sidhu

Plaintiff

And

Charankamal Singh Mangat and Karamjeet Kaur Mangat

Defendants

Before: The Honourable Justice Doyle

Oral Reasons for Judgment

In Chambers

Counsel for the Plaintiff:

J.S. Virk

Counsel for the Defendant, Charankamal Singh Mangat:

W.G. Slater

Counsel for the Defendant, Karamjeet Kaur Mangat:

S. Singh

Place and Dates of Trial:

New Westminster, B.C.

February 26-28,

November 4, 2024

Place and Date of Judgment:

New Westminster, B.C.

November 4, 2024

- [1] THE COURT: I will give my reasons for judgment on this matter. I reserve the right to edit for clarity, grammar and spelling, but the result will be the same.
- [2] This matter came on for a trial which commenced February 26, 2024. Three days of evidence and other matters were heard on that week, and the matter was then adjourned and ultimately reset to this date. The order made at the time of the adjournment is part of the record, and I will not go through it further. In short, there were some further steps to be taken by the parties prior to the matter recommencing.
- [3] At the commencement of proceedings this morning, counsel for the plaintiff Mr. Sidhu and the defendant Mr. Mangat advised that they had reached a settlement between themselves with respect to the matters at issue between them. The defendant Ms. Mangat also appeared through her new counsel, Mr. Singh.
- [4] Ms. Mangat, it should be noted, had, after the proceedings in February, filed a response to the counterclaim of Mr. Mangat, opposing it as an abuse of process. Never in the entire course of these proceedings has she filed a response to the notice of civil claim of Mr. Sidhu.
- [5] Mr. Mangat and Ms. Mangat had separate family proceedings that are not part of this matter which proceeded to a consent order before Madam Justice Shergill in May 2023. That consent order made reference to this outstanding claim.
- [6] Before me this morning, counsel for Mr. Sidhu and Mr. Mangat advised that they had reached a settlement of the issues between the two of them, and indeed, settlement of the issues involving Ms. Mangat, in the sense that the terms to which they consent provide that between the two of them, within seven days from the date of this order, counsel for Mr. Mangat is to send counsel for Mr. Sidhu a sum of money in trust (\$225,015.75); upon receipt of that amount, Mr. Sidhu is going to file a notice of discontinuance, not just against the defendant Mr. Mangat, but also against the defendant Ms. Mangat, even though Ms. Mangat

has not filed a response to civil claim and is not, in that sense, a party of record for Mr. Sidhu's civil claim against her.

- [7] The order further provides that 14 days from the date of this order, the plaintiff, Mr. Sidhu, will pay to the defendant Mr. Mangat an amount (\$112,507.87); upon receipt of that amount, Mr. Mangat will file a notice of discontinuance of the counterclaim that he filed in February 2022 against both Mr. Sidhu and Ms. Mangat.
- [8] As noted, Ms. Mangat filed a response to that counterclaim on March 12, 2024, after this trial commenced in February 2024.
- [9] Mr. Sidhu and Mr. Mangat have further set out in the consent order that it is not to be construed as an admission of liability, all issues are settled between them, the continuation of the trial is adjourned generally, and both of them will bear their own costs.
- [10] Mr. Singh, who I gather was just retained (essentially over the weekend) and has little exposure to the balance of these proceedings, is in a difficult position today in that he says that his client may have a claim to the monies that are going between Mr. Sidhu and Mr. Mangat, via their counsel, and that those monies may in some way relate to the family proceeding and the order made by Justice Shergill in May 2023.
- [11] Mr. Slater, on behalf of Mr. Mangat, says there is no validity to such a claim in the circumstances, and he says that there is no legitimate claim that Ms. Mangat may have.
- [12] Whatever claim Ms. Mangat may have -- and this is agreed upon by Mr. Singh--would be in the family proceeding, and that matter is not before me. I gather there has not been any application filed in that proceeding. And, again, Mr. Singh is presenting me with the information to the best of his ability given his retainer a few days ago.
- [13] Mr. Singh seeks that the monies that will be going back in trust to Mr. Slater's law firm, further to the agreement reached between Mr. Sidhu and Mr. Mangat, should be subject to an order staying the distribution of them until Mr. Singh has had an opportunity to assess the matter and determine whether there is any remedy Ms. Mangat may wish to seek in relation to those funds.
- [14] Mr. Slater submits that there should be no such stay of dealing with those funds because this matter is now settled between the parties, and there is no room for interpretation that Ms. Mangat would be entitled to those funds under the family law case.
- [15] In the circumstances, I am going to accede to the consent order reached between Mr. Sidhu and Mr. Mangat on the terms set out.

- [16] Given the periods of time which are set out for the transfer of these funds, in my view Ms. Mangat has sufficient time to file and seek a remedy in the family proceeding in due course. But I do not intend to impose a stay on those funds, so any action she is going to take will have to be prompt. This matter has gone on for a long time. The notice of civil claim was filed on February 26, 2021, and Ms. Mangat still has not filed a response to that claim. I do not attribute any reason for that to Mr. Singh. He is new to the file.
- [17] The parties have essentially settled this matter, although not with Ms. Mangat signing off on it. The end result of that settlement is that Ms. Mangat, who has never filed a response to Mr. Sidhu's civil claim and filed very late a response (March 14, 2024) to Mr. Mangat's counterclaim (filed February 2, 2022), will, by the notices of discontinuance, be relieved from any consequence of both Mr. Sidhu's civil claim and Mr. Mangat's counterclaim: both will be discontinued against her.
- [18] Ms. Mangat may and can take some other action that she has not sought to take yet, but I am not going to intervene in the family proceedings in that respect.
- [19] I will sign the consent order. It is going to have to be amended, in my view, to reflect the proceedings today: that there was a hearing before this Court with respect to the matter at which all parties, by counsel or otherwise, were in attendance; and it is not an order that goes by way of the consent of Ms. Mangat at this point, but as I understand it, has the benefit to her of the claim and counterclaim being concluded against her at this time. There is no need for Ms. Mangat to sign this order unless she wishes to, and I gather she does not wish to in the circumstances.
- [20] So I am going make a consent order as between the two parties who have consented. And Ms. Mangat, as only being a party of record to the counterclaim, what I propose doing is if this order is redrafted, I will sign it myself. It does not need to be endorsed by anybody.
- [21] So I will order that:
1. By consent of the plaintiff and the defendant Mr. Mangat, within seven days from the date of this order, Slater Law Corporation is to pay the plaintiff an amount of \$225,015.75 held in trust to the credit of this action. Upon receipt of this amount, the plaintiff will file a notice of discontinuance of his notice of civil claim filed February 26, 2021, against both defendants forthwith;
 2. By consent of the plaintiff and the defendant Mr. Mangat, within 14 days from the date of this order, the plaintiff is to pay the defendant Mr. Mangat an amount of \$112,507.87, payable to Slater Law Corporation in trust. Upon receipt of this amount, the defendant Mr. Mangat will file a notice of discontinuance of his counterclaim filed February 2, 2022, against the plaintiff and the defendant Ms. Mangat forthwith;
 3. By consent of the plaintiff and the defendant Mr. Mangat, any payments to be made as above shall not be an admission of any liability on the part of the party making the payment;

4. By consent of the plaintiff and the defendant Mr. Mangat, all the issues in this proceeding are settled fully and finally, and the continuation of the trial is adjourned generally; and
 5. By consent of the plaintiff and the defendant Mr. Mangat, the plaintiff and the defendant Mr. Mangat agree to bear their own costs, including legal fees and disbursements in this action.
- [22] As Ms. Mangat has not consented to that order, though the effect is a benefit to her in the sense of the matters being concluded against her, she can take what action she wishes to with respect to the family proceeding.
- [23] If, for some reason, Ms. Mangat thinks that there is an issue that entitles her to the costs of this proceeding, it can be set down before me on notice to the other parties.

"Doyle J."

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