



Civil Resolution Tribunal

Date Issued: August 19, 2024

File: SC-2022-006136

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Sarkar Productions Ltd. v. Gill*, 2024 BCCRT 791

B E T W E E N :

SARKAR PRODUCTIONS LTD.

APPLICANT

A N D :

TANDEEP GILL

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Alison Wake

INTRODUCTION

1. Sarkar Productions Ltd. says that it loaned Tandeep Gill money for vehicle insurance. Sarkar says Mr. Gill has not repaid the loan, and it claims \$1,262 for the insurance payment.

2. Mr. Gill denies owing Sarkar anything. He says that he allowed Sarkar to use the vehicle for work errands, and that Sarkar paid for his insurance to return the favour.
3. Sarkar is represented by its owner. Mr. Gill represents himself.
4. For the following reasons, I dismiss Sarkar's claims.

JURISDICTION AND PROCEDURE

5. 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). CRTA section 2 says that the CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly.
6. CRTA section 39 says the CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. The parties in this dispute question each other's credibility, or truthfulness. However, an oral hearing is not necessarily required where credibility is in issue.¹ Here, neither party asked for an oral hearing, and I find that I am properly able to assess and weigh the documentary evidence and submissions before me. Considering the CRT's mandate that includes proportionality and a speedy resolution of disputes, and given the relatively small amount at stake here, I decided to hear this dispute through written submissions.
7. CRTA section 42 says the CRT may accept as evidence information that it considers relevant, necessary and appropriate, whether or not the information would be admissible in court.

¹ See *Downing v. Strata Plan VR2356*, 2023 BCCA 100.

ISSUE

8. The issue in this dispute is whether Mr. Gill must repay Sarkar \$1,262 for vehicle insurance.

EVIDENCE AND ANALYSIS

9. As the applicant in this civil proceeding, Sarkar must prove its claims on a balance of probabilities, meaning more likely than not, except where the burden shifts to Mr. Gill as discussed below. While I have considered all the parties' evidence and submissions, I only refer to what is necessary to explain my decision. Sarkar provided written arguments but did not provide documentary evidence or reply submissions, despite having the opportunity to do so.
10. Sarkar says, and Mr. Gill does not dispute, that Sarkar paid \$1,262 for Mr. Gill's vehicle insurance in February 2022.
11. Sarkar says that Mr. Gill attempted to pay for the insurance himself, but that his credit card was declined, so Sarkar's owner agreed to loan him the insurance payment. In contrast, Mr. Gill says that Sarkar paid for his insurance in exchange for him allowing Sarkar to use the vehicle for work errands.
12. Mr. Gill says that the vehicle had not been used for several years, so he incurred expenses to restore it to working order and to insure it so that Sarkar could use it. Mr. Gill submitted receipts for various vehicle service expenses and for insurance on the vehicle from September 29, 2021 to December 28, 2021. Mr. Gill says that Sarkar used the vehicle for this three-month period, and then agreed to pay for one year of Mr. Gill's insurance in exchange in February 2022.
13. As Mr. Gill does not dispute that Sarkar paid for his insurance, I find the burden is on him to prove, on a balance of probabilities, that the parties made this alleged agreement.² While Mr. Gill did not provide conclusive documentary evidence that

² See *Kim v. Argo Ventures Inc.*, 2024 BCSC 763 at paragraph 44.

Sarkar agreed to pay for his insurance as compensation for its use of the vehicle, I place significant weight on Sarkar's failure to provide submissions in response to Mr. Gill's arguments about the alleged agreement.

14. First, Mr. Gill described the alleged agreement in his Dispute Response filed at the beginning of this dispute. Further, as noted, Sarkar did not provide reply submissions. So, I find Sarkar had notice of Mr. Gill's position and had two opportunities to respond to Mr. Gill's arguments, but did not do so. Sarkar does not deny that it used the vehicle as Mr. Gill alleges. and it does not directly address Mr. Gill's statement that the insurance payment was in exchange for its use of the vehicle.
15. Because Sarkar did not provide submissions in response to Mr. Gill's arguments about the alleged agreement, I find it appropriate to draw an adverse inference against Sarkar. This means that I find Sarkar agrees with Mr. Gill's description of the events. Based on this adverse inference, I find it is more likely than not that Sarkar agreed to pay for Mr. Gill's insurance in exchange for the use of his vehicle. So, I find Sarkar has not proven it is entitled to reimbursement of the insurance payment, and I dismiss Sarkar's claim.
16. Under CRTA section 49 and the CRT Rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. As Sarkar was unsuccessful, I dismiss its claim for CRT fees. Mr. Gill paid a \$50 CRT fee to cancel a previous default decision, which he claims here. As Mr. Gill was the successful party, I order Sarkar to pay him \$50 for CRT fees.

ORDERS

17. Within 30 days of this decision, I order Sarkar to pay Mr. Gill \$50 in CRT fees.
18. Mr. Gill is entitled to post-judgment interest, as applicable.
19. I dismiss Sarkar's claims.

20. This is a validated decision and order. Under CRTA section 58.1, a validated copy of the CRT's order can be enforced through the Provincial Court of British Columbia. Once filed, a CRT order has the same force and effect as an order of the Provincial Court of British Columbia.

Alison Wake, Tribunal Member