

NEW WESTMINSTER

JUN 18 2007

CIVIL REGISTRY

No. S104801
New Westminster Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

SATINDER PAUL SINGH DHILLON

PLAINTIFF

AND:

**COREY PANNU also known as CHAMKAUR SINGH PANNU and
635160 B.C. LTD. and BALBIR KAUR PANNU and
RON DULLE and RE/MAX LITTLE OAK REALTY LTD. and
BHARAT PANCHAL and SUTTON GROUP - MEDALLION REALTY**

DEFENDANTS

STATEMENT OF CLAIM

1. The Plaintiff is a businessman and resides at 33474 Kingsley Terrace, Abbotsford, British Columbia V2S 6J6.
2. The Defendant Chamkaur Singh Pannu also known as Corey Pannu, is a businessman and resides at 26030 28th Avenue, Aldergrove, B.C. V4W 2Z8 (“C. Pannu”).
3. The Defendant Balbir Kaur Pannu is the spouse of C. Pannu and also resides at 26030 28th Avenue, Aldergrove, B.C. V4W 2Z8 (“B. Pannu”).
4. The Defendant 635160 B.C. Ltd. is a company duly incorporated according to the laws of the Province of British Columbia having a place of business at 26030 28th Avenue, Aldergrove, B.C., V4W 2Z8.

5. C. Pannu is the sole director of 635160 B.C. Ltd.
6. C. Pannu and B. Pannu are both officers of 635160 B.C. Ltd. (collectively, the “Pannu Group”).
7. The Defendant Ron Dulle (“Dulle”) is a realtor having an address located at 3679 Lethbridge Drive, Abbotsford, B.C. V3G 1J7.
8. The Defendant Re/Max Little Oak Realty Ltd. (“RE/MAX”) is a company duly incorporated in the Province of British Columbia having a place of business at Unit #9 2630 Bourquin Drive, Abbotsford, B.C. V2S 5N7.
9. At all material times RE/MAX was the employer of Dulle.
10. The Defendant Bharat Panchal (“Panchal”) is a realtor having an address located at 15464 99A Avenue, Surrey, B.C. V3R 9H4.
11. The Defendant Sutton Group - Medallion Realty (“Sutton Group”) is a business duly incorporated in the Province of British Columbia having a place of business at 7832 120th St., Surrey, B.C. V3R 9H4.
12. At all material times Sutton Group was the employer of Panchal.

13. On or about February 9, 2000 the Plaintiff advanced funds to Jernail Grewal (“Grewal”), his spouse Premjit Grewal, their company Innovative Homes Ltd. (collectively the “Grewal Group”), in the amount of approximately \$125,000; plus approximately \$25,000 at their direction to other parties; in return for a \$150,000 security which included a mortgage (collectively referred to as “the Loan”) on land registered in the name of Innovative Homes Ltd. legally described as:

Civic Address: 16676 84th Surrey, British Columbia.

PID: 008-929-980, Lot 19, Section 25, Township 2, NWD Plan 28071 (the “Property”).

14. The Property was in foreclosure at the time of the Loan at the behest of the first mortgagee (Delta Credit Union) pursuant to a petition filed on September 1, 1999 in the New Westminster Registry under file number S055489 (the “Foreclosure Proceeding”).
15. The Delta Credit Union later changed its name to Envision Credit Union and was represented throughout the Foreclosure Proceeding by its manager in charge of collections, Don Harder (collectively referred to as the “Credit Union”) and was further assisted by Ms. Mary-Jane Wilson of Greig Wilson Brajovic (then known as Greig, Skagen Wilson).
16. Prior to agreeing on the Loan, the Plaintiff had been informed by the Credit Union that

the amount of the Loan would be sufficient to bring the first mortgage on the Property into good standing.

17. The Plaintiff was also informed that there was sufficient value in the Property. The Plaintiff was provided by the Grewal Group (which the Credit Union was aware of) a copy of appraisal on the Property, dated January 2000 showing the appraised value to be in excess of \$1,000,000 on completion of a development application, and was worth over \$500,000 on an "as is" basis. The Credit Union confirmed to the Plaintiff the adequacy of the security for the Loan.
18. The Loan was not repaid by the Grewal Group pursuant to the terms of the mortgage.
19. Between August 1, 2001 and March 31, 2002 the Defendants conspired and combined with each other, the Grewal Group and/or the Credit Union with the predominant intention of injuring the Plaintiff and/or causing loss to the Plaintiff by depriving the Plaintiff of the value of his security on the Property for the Loan (the "Agreement").
20. Pursuant to and in furtherance of the Agreement, the Defendants carried out the following acts:
 - a. Without notice to the Plaintiff they continued with the Foreclosure Proceedings in September of 2001 and February of 2002;

- b. They initially arranged for an Offer to Purchase the Property by the Pannu Group which offer was in the amount of \$335,000.
- c. Dulle agreed that he would kickback his commission on any sale approved to the Pannu Group back to the Pannu group.
- d. When the Plaintiff discovered the impending sale of the Property initially he attended the court and submitted an Offer to Purchase in the amount of \$616,000.
- e. The Plaintiff was obstructed in obtaining pay-out information from the Credit Union on more than on occasion.
- f. When the Plaintiff's offer to purchase the Property was stymied and deemed as having collapsed, the sale to the Pannu Group was completed by Order of the Court made on February 22, 2002.
- g. The Court was not informed that the offer to purchase the Property by the Pannu Group was a non-arm's length transaction.
- h. The Court was furthermore not informed that the Plaintiff had not been notified of certain material events and dates relating to the proceedings.
- i. Grewal began working for the Pannu Group's trucking company (Southcoast

Group's lawsuit was brought to his attention. This was a result of C. Pannu approaching the Plaintiff for his assistance in the Grewal Group's lawsuit.

24. The Plaintiff was provided by C. Pannu with documents and information from the Grewal lawsuit which provided the Plaintiff with irrefutable evidence of the conspiracy and agreement.
25. As a result of the wrongful and/or negligent actions of the Defendants the Plaintiff has suffered damage.
26. The Plaintiff alleges that ReMax, Sutton Group, Dulle and Panchal either conspired with the other Defendants or were grossly negligent in their handling of this sale.
27. The Plaintiff claims an equitable right to trace the property as a result of the unlawful acts and/or negligence on the part of the Defendants.
28. The Plaintiff claims that the Pannu Group's ownership of the Property is imposed with a constructive trust in favour of the Plaintiff.

Wherefore the Plaintiff claims;

- a. a declaration that the Pannu Defendants are of his continuing interest in the Property;

Coast Trucking Ltd.) as CEO, despite Grewal having no prior experience whatsoever in any facet of the transportation industry that would justify his position.

- j. Grewal filed for bankruptcy in July of 2002 leaving approximately \$1,000,000 owed to creditors including the Plaintiff.
 - k. In which bankruptcy the Pannu Group aided and abetted Grewal's improper actions
 - l. In fact the Pannu Group through their vehicle 635160 B.C. Ltd. (the current named owner of the Property) paid the Grewal Group's Trustee in Bankruptcy.
 - m. The Grewal Group sued the Pannu Group in Action No. LO50901 disclosing many of the details of the non-arms length transaction.
21. The Plaintiff sued the Credit Union and the Grewal Group in B.C. Supreme Court, New Westminster Registry, Action No. SO72360. This action relied upon the available facts to the Plaintiff at that time.
22. The Plaintiff's suit was dismissed on application of the Credit Union in April of 2003 .
23. The Plaintiff did not become aware of many of the material facts until the Grewal

- b. damages;
- c. a Certificate of Pending Litigation on the Property;
- d. costs;
- e. such further and other relief as to this Honourable Court which seems just.

DATED this 18th day of June, 2007.



Satinder Paul Singh Dhillon
Plaintiff
Self-Represented