



Form 1 (Rule 3-1 (1))

S-257133

NO.
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

GURDEEP SINGH ATWAL
A FOR APPLE CONSULTING INC.
J.R.M.T. CONSTRUCTION & INVESTMENT LTD.

PLAINTIFFS

MANJOT SINGH BAHIA also known as MANJOT BAHIA
also known as MANNY BAHIA both in his personal capacity and as
Trustee of the BAHIA FAMILY TRUST, and
BAHIA CONSULTING INC.

AND

DEFENDANTS

NOTICE OF CIVIL CLAIM

[Rule 22-3 of the Supreme Court Civil Rules applies to all forms.]

This action has been started by the plaintiff(s) for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

Time for response to civil claim

A response to civil claim must be filed and served on the plaintiff(s),

- (a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,

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- (b) if you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

CLAIM OF THE PLAINTIFFS

Part 1: STATEMENT OF FACTS

Parties

1. The Plaintiff, Gurdeep Singh Atwal, (hereinafter referred to as "Gurdeep"), is an elderly retired person and resides at 6629 142A Street, Surrey, in the Province of British Columbia.
2. Gurdeep has no certifications or formal education. He got employment working in the immigration and addiction counseling fields after he came to Canada about 54 years ago.
3. Gurdeep has had and continues to have significant health issues.
4. Gurdeep and his wife live modestly on government pension income at their home in Surrey, B.C.
5. The Plaintiff, A FOR APPLE CONSULTING INC., (hereinafter referred to as "AACI") is a body corporate duly incorporated in or about 2016 pursuant to the laws of the Province of British Columbia and has its registered and records office located at 127-15230 Guildford Drive, Surrey, in the Province of British Columbia.
6. The Plaintiff, J.R.M.T. CONSTRUCTION & INVESTMENT LTD., (hereinafter referred to as "JRMT"), is a body corporate duly incorporated in or about 2021 pursuant to the laws of the Province of British Columbia and has its registered and records office located at 127-15230 Guildford Drive, Surrey, in the Province of British Columbia.

7. The Defendant, MANJOT SINGH BAHIA also known as MANJOT BAHIA also known as MANNY BAHIA, is sued both in his personal capacity and as Trustee of the BAHIA FAMILY TRUST, (hereinafter collectively referred to as "Manny") is a businessman and currently resides at 2636 Lake Shore Boulevard West, Toronto, in the Province of Ontario, although for many years he resided in British Columbia, including at most of the times referred to herein.
8. The Defendant, BAHIA CONSULTING INC. ("Bahia Consulting"), is a body corporate duly incorporated in or about 2018 pursuant to the laws of the Province of British Columbia and has its registered and records office located at 1750 – 1055 West Georgia Street, Vancouver, in the Province of British Columbia.
9. Manny is and has been at all material times the sole director and shareholder in Bahia Consulting.
10. Manny is a nephew of Gurdeep, being the son of Gurdeep's sister.
11. Manny has known, at all material times, that Gurdeep had less financial and business knowledge and acumen that he had.

Background

12. In or about late 2017 and early 2018, Manny, learned from Gurdeep that Gurdeep and AACI were going to come into a sizeable amount of money arising from their involvement in a real estate project.
13. Manny was well known in the Bahia Family, including by Gurdeep, as someone who was knowledgeable, experienced and successful in business matters.
14. Manny, had graduated from SFU with a degree in Business Administration and Management and had studied Economics there as well.
15. Manny represented that the advice he provided to Gurdeep and the other Plaintiffs was given in good faith, in their best interests and that the Plaintiffs should reasonably rely upon it.
16. Manny, held himself out to be sophisticated and successful in business than Gurdeep, had been.

17. Gurdeep had come to Canada in the early 1970's and worked in immigration and addiction counseling related jobs. He had tried several business ventures over the years, but had not achieved any success with them.
18. On the other hand, Manny had not only successfully completed a business-focused education at university, but had studied and qualified as a realtor.
19. In addition, Manny pursued successfully several business interests in social media. He described those to Gurdeep, who was impressed by them. One business he founded was called "Vancity Buzz". That business prospered and became his focus. It was rebranded on or about June 1, 2016 as "The Daily Hive" and its business expanded to Eastern Canada.
20. Manny had many business contacts and pursued other business activities as well.
21. As an example of how Manny described his business interests to family and friends, including to Gurdeep, he was interviewed in Freshgigs.ca and said:

Hi! My career as a real estate agent began in the summer of 2006 when the market in Vancouver was early in its blistering hot stage. I wanted to take advantage of family and friends purchasing and selling real estate at the time. My time was limited since I was still at Simon Fraser University completing a BBA and Economics joint major. I figured working with family and friends would help me financially and also assist me in gaining valuable experience I could take to clients in the future.

22. Manny's success became well-known in the Vancouver area, as is shown by this passage from an article about him and his business partner, Karm Sumal, in the March 20, 2015 Business in Vancouver paper:

Bahia and Sumal have since made Vancity Buzz their full-time gig, with Bahia taking on the sales and admin role—hiring staff, selling ads and marketing partnerships, and launching new products (including the recent restaurant guide).

23. Manny similarly described to Gurdeep and others in the Atwal and Bahia Family how successful he had been, including describing how he developed "The Daily Hive", a

social media company, to involve millions of subscribers. He eventually sold that business in or about 2022 for what was reported to be \$16.4 million.

24. By his words and conduct, Manny represented to Gurdeep and his companies that the advice he provided to them about business and investment matters was given in good faith and that Gurdeep should reasonably rely upon it.
25. Further, Manny knew that he held special expertise and was more sophisticated and successful in business than Gurdeep had been. He held himself out as someone that Gurdeep and his companies could trust and rely on and that he would look out for their interests.
26. Manny knew that the Plaintiffs were relying on him for the advice he gave and that if his advice and recommendations were not suitable and appropriate for them it was reasonably foreseeable that they would suffer loss and damage.
27. In the premises, the Defendants:
 - a. Were in a proximate relationship with the Plaintiffs, and each of them;
 - b. Owed the Plaintiffs a duty of care to:
 - i. Act honestly and in good faith;
 - ii. Provide advice carefully and in a prudent manner;
 - iii. Make recommendations only for suitable investments,
 - iv. Disclose all material facts relating to the investments and transactions they recommended to the Plaintiffs;
 - v. Warn of any risks that existed or were reasonably foreseeable; and
 - vi. Be loyal to the Plaintiffs and disclose any conflicting interests.
28. The Defendants knew, or ought to have known, that it was reasonably foreseeable that the Plaintiffs would suffer loss and damage if the Defendants failed in their duties to the Plaintiffs, including with regard to the loans and investments the Defendants sought or advised and recommended.

29. Further, the Defendants expressly or impliedly undertook fiduciary duties to act for and advise the Plaintiffs honestly and in good faith, in the Plaintiffs' best interests, disclose all material information available, be loyal to the Plaintiffs and avoid conflicts of interest.

Loans to the Defendants

30. In or about late 2017 or early 2018, Gurdeep told Manny that he and his company AACI were coming into some money.

31. Manny asked Gurdeep for a loan of \$50,000 to him, his family trust and Bahia Consulting. Manny represented that the money would be applied by him to promising business ventures in which he had confidence.

32. Gurdeep advised Manny that the money he was getting from the real estate project was going into AACI and would have to be paid out from AACI.

33. The parties agreed, expressly or impliedly, on the loan, with the following terms:

- a. The loan would be made by Gurdeep and AACI to Manny, his family trust and Bahia Consulting Inc.;
- b. The loan would be a demand loan;
- c. The loan would bear 2% per annum, compounded daily, on all sums outstanding, including whether for principal or interest (with an effective annual rate of interest of 2.02008%); and
- d. The loans would be repaid on demand by payment to Gurdeep and AACI at Gurdeep's home in Surrey, B.C.

34. The initial \$50,000 loan was made by Gurdeep and AACI to the Defendants on or about February 19, 2018 in British Columbia.

35. Gurdeep arranged for an official draft for \$50,000 drawn from the account of AACI with Coast Capital Credit Union and made payable to Manny, and deposited that to Manny's account.

36. Shortly thereafter, Manny asked Gurdeep for loans of more money and then more still, particulars of which include:

- a. The terms of the loans were the same as set out above (i.e., demand loans bearing interest at 2% p.a., compounding daily, on all sums owing, including both principal and accrued interest and payable by the Defendants, Manny and his family trust and Bahia Consulting Inc.);
- b. The funds for the loans were drawn by Gurdeep from the AACI account with Coast Capital Credit Union;
- c. Coast Capital Credit Union provided Gurdeep with an official draft payable to Manny;
- d. Gurdeep arranged for the deposits to Manny's account;
- e. These further loans were advanced as follows:
 - i. \$50,000 on March 14, 2018;
 - ii. \$100,000 on June 16, 2018;
 - iii. \$100,000 on August 13, 2018;
 - iv. \$100,000 on November 9, 2018;
 - v. \$25,000 on December 21, 2017;
 - vi. \$50,000 on April 3, 2019;
 - vii. \$15,000 on May 16, 2019;
 - viii. \$10,000 on May 30, 2019.

37. All loans were made to the Defendants by Gurdeep and AACI within the Province of British Columbia.

38. The total of those loans is \$500,000.

Irregular Loan Payments by the Defendants

39. The Defendants made some payments on the loans sporadically.
40. Payments on the loans did not start until July 26, 2022, at which time the Defendants paid \$9,991.50.
41. Subsequently, further payments were made in 2023, with the last payment made September 22, 2023.
42. The payments on the loans totaled \$89,955.78.
43. Applying the payments to outstanding interest and then to principal, the total remaining owing on these loans at August 31, 2025 is \$481,186.21.

Speculative Investments Recommended by the Defendants

44. In addition to the loans already described, Manny induced the Plaintiffs to invest in companies in which Manny, already had a stake or interest or which Manny's friends and associates were promoting.
45. Manny advised the Plaintiffs that that they were sound and suitable investments that they should participate in and that they would all profit greatly from them.
46. The investments Manny induced the Plaintiffs to make eventually all failed and resulted in substantial losses for the Plaintiffs.

Loans and Investments Were Unsuitable for the Plaintiffs

47. Manny knew, or ought to have known, at all material times, that:
 - a. The Plaintiffs had limited means, comprised of government pensions and the property Gurdeep and his wife lived on;
 - b. Both Gurdeep and his wife were advanced in age, had health issues, and were well past the age of active employment or any ability to recover from significant investment losses;
 - c. High-risk and speculative investments were unreasonable and unsuitable for the Plaintiffs;

- d. The investments he advised and recommended to the Plaintiffs were high-risk, speculative and inappropriate investments for the Plaintiffs to make;
- e. Loans of capital on an unsecured basis to the Defendants where payments of interest and repayments of principal were made only irregularly and sporadically were also unreasonable and unsuitable; and
- f. Gurdeep and the other Defendants were relying on Manny for all of the advice and recommendations he made, including for their suitability and being in the best interests of the Plaintiffs.

48. The duty of care of the Defendants concerning advice and requests for loans and investments made by Manny to the Plaintiffs ought to be treated similarly to those of other investment advisers and subject to suitability standards of care and duties similar to those developed in the financial advisory services business, including those known and described as the "Know Your Client" requirements.

49. Those standards provide that an adviser like the Defendants is obliged to know the age, means, circumstances and reasonable objectives of the person with whom they are dealing, and to give advice and make recommendations suitable for the person with whom they are dealing.

50. Failure to do so is a breach of the duty of care owed and results in legal liability for losses incurred.

51. The Defendants breached their duty of care to the Plaintiffs and have caused the Plaintiffs loss and damage.

52. Further, or in the alternative,

- a. The Defendants acted wrongfully in seeking, advising and recommending that the Plaintiffs make the loans and investments described herein;
- b. Doing so and receiving the loans, investment money and other benefits and advantages from, and at the expense of the Plaintiffs was against good conscience; and

- c. The Defendants, and each of them, became trustees thereby for the Plaintiffs, whether as express, resulting or constructive trustees.

53. Also, the Defendants breached their fiduciary duties owed to the Plaintiffs, including:

- a. By taking advantage of them to assist in the promotion of the Defendants' own interests or those of his friends and associates that he chose to prefer,
- b. Failing to be loyal to the Plaintiffs and their interests;
- c. Failing to act honestly and in good faith in making recommendations and giving advice; and
- d. Failing to disclose material facts and warn of the unsuitability of the investments he recommended and their speculative and high-risk nature;
- e. Failing to account to the Plaintiffs, make restitution for the losses that resulted on the investments and pay them any profits, benefits and advantages the Defendants received on any of the investments.

54. The Defendants are liable to:

- a. Repay the loans made with interest;
- b. Make good by way of restitution or compensation the improvident speculative investments that the Defendant, Manny, advised on and induced the Plaintiffs to make; and
- c. Provide an accounting and pay any profits made at the expense of the Plaintiffs.

Speculative Investments

55. The inadvisable, speculative investments that the Defendants, in breach of their duties of care and fiduciary duties, advised and recommended to the Plaintiffs in British Columbia, include the following:

- Nude Beverages –
 - a. This purportedly involved a beverage business in Vancouver, B.C.

- b. In or about December 2017, Manny requested and was paid \$10,000 by Gurdeep (in two advances of \$5,000 each) to acquire securities for him in Nude Beverages, a start-up venture.
 - c. The securities registered in Manny's name and included shares and warrants. As such, Manny holds the securities in trust for Gurdeep.
 - d. Manny has failed to account for or pay anything to Gurdeep in relation to this investment.
 - e. From investigations made by Gurdeep's family and counsel, it appears that Nude Beverages may still be in business.
 - f. Manny is obliged to provide and accounting and, if the shares have risen in value, deliver them to Gurdeep's direction. If they have fallen, he is obliged to account for the money received and improvidently invested in breach of his duties of care and fiduciary duties.
- Greenshield Holdings Inc. and Grow X Cannabis Inc. –
 - g. This involved a proposed cannabis business in B.C.
 - h. In or about March 2018, Manny advised Gurdeep to advance through AACI \$15,000 for shares and warrants in Greenshield Holdings Inc.
 - i. Greenshield Holdings Inc. in turn apparently became Grow X Cannabis Inc. by in or about May 2018.
 - j. Grow X Cannabis Inc. was never registered as the company's actual legal name.
 - k. The business of Greenshield Holdings Inc. and Grow X Cannabis Inc. failed and appears to be a total loss.
 - l. Apparently, the BC Securities Commission investigated the principals of those companies and a prosecution for distributing securities without having an approved prospectus was brought.

- m. This was, at all time, a high-risk, speculative investment entirely unsuitable for Gurdeep and AACI.
 - n. The persons behind the companies involved here were apparently friends of Manny.
 - o. Manny should not have recommended this investment and is liable to make good the \$15,000 lost by Gurdeep and AACI.
- G Pak and Nexe Innovations Inc. –
 - p. This involved a compostable materials business located in Surrey, B.C. (later moved in 2024 to Ontario).
 - q. In or about May 2020, Manny recommended that Gurdeep personally invest \$50,000 in G Pak/Nexe Innovations in 76,923 shares at \$0.65 per share.
 - r. The business fared poorly and the shares were eventually disposed of in or about January 2023 and only \$34,615 was realized.
 - s. This investment was always unsuitable and speculative in nature.
 - t. Manny should not have recommended this investment and is liable to make good the loss of \$15,385 that resulted.
- 1173727 BC Ltd dba AmWolf Capital and Pontus Protein Ltd. –
 - u. This involved a proposed British Columbia agri-tech business.
 - v. Manny recommended that Gurdeep have AACI and JRMT invest in these entities.
 - w. In or about December 2018, they placed \$25,000 in 1173727 BC Ltd. dba AmWolf Capital for 250,000 shares at \$0.10 per share.
 - x. Apparently, that entity was later amalgamated into Pontus Protein Ltd. in or about January 2021.
 - y. This investment was unsuitable and speculative in nature.

- z. Manny should not have recommended it.
- aa. Manny has failed to account to the Plaintiffs for this investment.
- bb. It appears there has been a total loss on this and the Defendants are liable to the Plaintiffs for that.

Unjust Enrichment

56. In the alternative, the Defendants, and each of them, have been unjustly enriched, the Plaintiffs have been correspondingly deprived of the money advanced for the said loans and investment funds and there is no juristic reason for the Defendants not accounting for and paying the same to the Plaintiffs.

Demand Made September 5, 2025

57. On September 5, 2025, the Plaintiffs, through legal counsel, demanded of the Defendants by way of a letter that they:
- a. Repay the loans plus interest to the Plaintiffs' lawyers in Vancouver, B.C.; and
 - b. Account to the Plaintiffs for and make good the losses on the investments they had recommended to the Plaintiffs

58. The Defendants have wrongfully failed or neglected to comply with the said demands.

Part 2: RELIEF SOUGHT

1. Judgment against the Defendants, and each of them, for \$481,186.21 as at August 31, 2025 with interest thereafter at 2% per annum, compounded daily, being \$27.42 per day.
2. An order for an accounting from the Defendants for what sums they received as loans and investment money, what they did with those funds and an accounting whether they made or lost money and for what benefits, property or other advantages they received in relation thereto.
3. Damages, including for breaches of contract, negligence and negligent misrepresentation, and breaches of fiduciary, trust and other equitable duties;

4. An order for restitution of money received by the Defendants or invested on their advice and recommendation;
5. In the further alternative, compensation or damages for unjust enrichment;
6. Interest at the contractual rate agreed for the loans.
7. Further, or in the alternative, interest at the rates provided for by the registrar pursuant to the Court Order Interest Act
8. Costs.
9. Such further and other relief as this Honourable Court deems just.

Part 3: LEGAL BASIS

1. The law of contract.
2. The law of negligence and negligent misrepresentation, including by investment advisers. See *Rhoads v. Prudential-Bache Securities Canada Ltd.*, 1992 CanLII 658 (BC CA) and *Davidson v. Noram Capital Management Inc.*, 2005 CanLII 63766 (ON SC) at paras. 47-53.
3. The law of fiduciary and other equitable obligations. See *Hodgkinson v. Simms*, 1994 CanLII 70 (SCC), [1994] 3 SCR 377.
4. The law of express, resulting and constructive trusts and equitable obligations, including duties to account. See *Soulos v. Korkontzilas*, 1997 CanLII 346 (SCC), [1997] 2 SCR 217, including paras. 29, 34-36, 43-44.
5. The law of unjust enrichment.
6. The last of costs.

Plaintiff(s)' address for service:

Holmes Stewart von Antal
Barristers and Solicitors
#1300 – 1111 West Georgia Street,
Vancouver, BC V6E 4M3
Attention: Robert D. Holmes, K.C.

Fax number address for service (if any): N/A

E-mail address for service (if any): **Both:** rdholmes@hbvanlaw.com and counsel@hbvanlaw.com

Place of trial: Vancouver Law Courts

The address of the registry is: Vancouver Law Courts
800 Smithe Street
Vancouver, BC V6Z 2E1

Date: September 19, 2025

.....
..

Signature of

[] plaintiff [X] lawyer for plaintiffs

ROBERT D. HOLMES, K.C.

Rule 7-1 (1) of the Supreme Court Civil Rules states:

- (1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,
- (a) prepare a list of documents in Form 22 that lists
 - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
 - (ii) all other documents to which the party intends to refer at trial, and
 - (b) serve the list on all parties of record.

Appendix

[The following information is provided for data collection purposes only and is of no legal effect.]

Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:

In breach of their contractual duties, duties of care and fiduciary duties, the Defendants (Manny Bahia, his family trust and consulting company) obtained \$500,000 in unsecured demand loans from the Plaintiffs (his elderly uncle, Gurdeep Atwal and his companies) and have failed to repay those despite demand; and also recommended and advised the Plaintiffs to invest in high-risk, speculative, unsuitable, improvident and inappropriate investments, resulting in loss and damage.

Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:

[Check one box below for the case type that best describes this case.]

A personal injury arising out of:

- a motor vehicle accident
- medical malpractice
- another cause

A dispute concerning:

- contaminated sites
- construction defects
- real property (real estate)
- personal property
- the provision of goods or services or other general commercial matters
- investment losses
- the lending of money
- an employment relationship
- a will or other issues concerning the probate of an estate
- a matter not listed here

Part 3: THIS CLAIM INVOLVES:

[Check all boxes below that apply to this case]

- a class action
- maritime law
- aboriginal law
- constitutional law
- conflict of laws
- none of the above
- do not know

Part 4:

[If an enactment is being relied on, specify. Do not list more than 3 enactments.]

Court Order Interest Act

FORM 11
(RULE 4-5 (2))

**ENDORSEMENT ON ORIGINATING PLEADING OR PETITION
FOR SERVICE OUTSIDE BRITISH COLUMBIA**

[Rule 22-3 of the Supreme Court Civil Rules applies to all forms.]

The Plaintiffs GURDEEP SINGH ATWAL, A FOR APPLE CONSULTING INC., and J.R.M.T. CONSTRUCTION & INVESTMENT LTD. claim the right to serve this Notice of Civil Claim on the Defendants MANJOT SINGH BAHIA also known as MANJOT BAHIA also known as MANNY BAHIA both in his personal capacity and as Trustee of the BAHIA FAMILY TRUST outside British Columbia on the grounds that, in accordance with section 10 of the Court Jurisdiction and Proceedings Transfer Act, there is a real and substantial connection between British Columbia and the facts on which this proceeding is based, including by reason of the fact that the proceeding:

(d) is brought against a trustee in relation to the carrying out of a trust in any of the following circumstances:

(i) the trust assets include property in British Columbia that is immovable or movable property and the relief claimed is only as to that property;

(ii) that trustee is ordinarily resident in British Columbia;

(iii) the administration of the trust is principally carried on in British Columbia;

(e) concerns contractual obligations, and

(i) the contractual obligations, to a substantial extent, were to be performed in British Columbia,

... or

(ii) the contract

(A) is for the purchase of property, services or both, for use other than in the course of the purchaser's trade or profession, and

(B) resulted from a solicitation of business in British Columbia by or on behalf of the seller,

(f) concerns restitutionary obligations that, to a substantial extent, arose in British Columbia,

(g) concerns a tort committed in British Columbia,

(h) concerns a business carried on in British Columbia,