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SC Court of Appeals

**THE STATE OF SOUTH CAROLINA
In The Court of Appeals**

**APPEAL FROM SIXTH JUDICIAL CIRCUIT
Court of Common Pleas
Fairfield County**

**The Honorable DeAndrea Gist Benjamin
Presiding Judge, South Carolina Business Court**

Case No. 2021-CP-00-000944

Blythewood Oil Co., Inc.

Appellant

vs.

**Shinda Singh, Five Rivers, Inc.,
and Singh, Inc.**

Respondent

**SECOND (2nd) SUPPLEMENTED
RECORD ON APPEAL**

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The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

s/Tony R. Megna

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1 witness is not here. I believe he's going to call someone from
2 his office, they'll get on the stand. As you heard them say
3 he'll ask questions, kind of role playing, he'll play himself,
4 the witness on the stand will play the person deposed, and then
5 Mr. Jackson will have an opportunity to also cross examine as
6 he did in the deposition. All right.

7 (Portions of the deposition were read.)

8 MR. MEGNA: No further questions, Your Honor.

9 THE COURT: Anything you want to ask him?

10 BOB JACKSON: Yes, ma'am.

11 (Portions of the deposition were read.)

12 BOB JACKSON: No further questions, Judge.

13 THE COURT: All right. You may step down.

14 MR. MEGNA: Plaintiff's call for just a moment Mr. Shinda
15 Singh.

16 (The interpreter was sworn.)

17 The witness, SHINDA SINGH, was first duly sworn and

18 Testified as follows:

19 DIRECT EXAMINATION

20 BY MR. MEGNA:

21 Q Will you state your name, please?

22 A Shinda Singh.

23 Q Mr. Singh, I just have a few questions. First of all,
24 did you ever give those two gentlemen there, anybody at
25 Blythewood Oil, anything, any document whatsoever that said

1 you are not responsible for the oil, the gasoline that was
2 delivered to Hard Scrabble and Percival Roads? Did you ever
3 give any documents to Blythewood Oil?

4 A No.

5 Q I'll repeat the question, I want to make sure it's
6 answered correctly. Did you ever give any documents to
7 Blythewood Oil indicating that you were not longer
8 responsible for the Hard Scrabble and Percival Road stores
9 or for the gasoline delivered to the Hard Scrabble and
10 Percival Road stores?

11 A No, sir.

12 MR. MEGNA: No further questions, Your Honor.

13 THE COURT: Anything you want to ask him?

14 BOB JACKSON: Yes, ma'am, thank you.

15 THE COURT: On cross. Or you can just cross and call him
16 as a witness later on.

17 BOB JACKSON: Is he a hostile witness still?

18 THE COURT: Not for you. You have to direct him since he
19 is your --

20 BOB JACKSON: Excuse me one minute, Judge.

21 (Break in proceedings.)

22 BOB JACKSON: No further questions, Judge.

23 THE COURT: All right. You may step down. Call your next
24 witness.

25 MR. MEGNA: The plaintiffs rest, Judge.

1 to you on that issue.

2 MR. MEGNA: All right. Thank you, Your Honor.

3 THE COURT: Yes, sir. Do you have any direct -- I'm
4 hearing any motions on directed verdict?

5 BOB JACKSON: Yes, ma'am. I would ask for a directed
6 verdict in favor of defendants based upon the fact, one, they
7 haven't established the fact that a partnership owes the
8 liability. They don't have any agreement with a partnership to
9 pay the debt. They have nothing in writing to say that the
10 partnership is going to pay the debt, they've sued Shinda
11 individually. We don't deny the partnership. They sued Shinda
12 individually and the partnership has nothing to do with it. I
13 don't know why he keeps wanting to throw that in, it doesn't
14 matter. And the law is correct, it's joint and several but he
15 didn't sue the partnership. Again, they have no contract with
16 the partnership. The partnership can go to them and say,
17 "We're going to pay it." Never did they do that. And then I'm
18 going to go to the pleadings, Judge. The first cause of action
19 is breach of contract. If you look at that cause of action
20 they don't say anything about a contract with Shinda Singh, and
21 if there's no contract with Shinda Singh he can't breach it.
22 So the defendants are entitled to judgment -- to a directed
23 verdict on that ground. Breach of contract accompanied by a
24 fraudulent act. Again, there was no contract and they don't
25 allege a contract with Shinda Singh. They allege contracts

1 yesterday that we were going to finish yesterday, so I will
2 remind you all that made that representation to the jury, so
3 just keep that in mind as we approach our third day tomorrow,
4 Thursday. All right. Let's bring them in.

5 (The jury returned to the courtroom.)

6 THE COURT: All right. We will continue with Mr. Megna's,
7 cross examination of Mr. Shinda Singh.

8 MR. MEGNA: Thank you, Your Honor.

9 CONTINUED CROSS EXAMINATION

10 BY MR. MEGNA:

11 Q Mr. Singh, just very, very briefly, I just want to make
12 sure that we were clear on one thing, that the verbal
13 agreement, the verbal partnership you had ended in 2010 with
14 Kabal and with Jesse and with Singh, Inc., and the other
15 corporation; is that correct?

16 LINDA JACKSON: Objection, Your Honor. I don't believe
17 that's what he testified to.

18 Q What -- did you say the verbal partnership ended in
19 March of 2010 with Kabal Singh, Singh, Inc., and Five Rivers
20 Inc. in March of 2010?

21 A The partnership ended in 2007.

22 Q That's when it began. I'm talking about when it ended.

23 A In 2010.

24 Q Okay. The lease agreement you signed are Exhibits 1
25 and 2, that's what they are right there. And that is for

1 what people do. If somebody damages it, what do you do?

2 Q So when you leased those stores, that property, all you
3 leased was the property; is that correct?

4 A I owned the property.

5 Q And you leased that property, didn't you?

6 A I leased the property. If somebody come to my house he
7 has to explain (inaudible.)

8 (Witness is talking with the interpreter.)

9 THE COURT: You have to speak one language. You have to
10 say what you -- and then he can interpret what you say.

11 (Witness and interpreter was talking.)

12 THE COURT: Interpret.

13 INTERPRETER: What he's saying, if you have a house and
14 you rented out with a tenant, if tenant go out there and from
15 lease company on store credit and now tenant is not paying
16 creditor his debt, and they enter a -- those creditors will ask
17 money from the tenant or from the landlord. It's that simple.

18 Q And you in your verbal partnership between you and
19 Kabal and anybody else the jury finds ended in March of
20 2010; is that correct?

21 A Me and Kabal had a verbal partnership, that's it. I don't
22 have anything --

23 Q And it ended in March of 2010; is that correct?

24 A Yeah.

25 MR. MEGNA: No further questions, Your Honor.

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CERTIFICATE OF SERVICE

The undersigned certifies that the Second (2nd) Supplemental Record on Appeal was served on the following:

The Honorable Jenny Abbot Kitchings Clerk, South Carolina Court of Appeals Post Office Box 11629 Columbia, South Carolina 29211 Via email to: ctappfilings@sccourts.org Via email to: spencer@sccourts.org	Linda Jackson Jackson & Jackson P.O. Box 7065 Columbia, South Carolina 29202 S.C. Bar No. 2931 Via email to linbobjack@aol.com Attorney for Respondents
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June 5, 2022